Commonwealth of Virginia
Virginia Information Technologies Agency

# SECTION 508 APPLICATION SERVICE PROVIDER SOLUTION

| | |
|---|---|
| Date: | May 26, 2016 |
| Contract #: | VA-080717-MAXI |
| Authorized User: | All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia* |
| Contractor: | AssetWorks, LLC<br>998 Old Eagle School road<br>Wayne, PA 19087 |
| FIN: | 46-0521049 |
| Contact Person: | Cheryl Carroll<br>Phone: 610-225-8312<br>Email: cheryl.carroll@assetworks.com |
| Term: | July 10, 2016 – July 9, 2017 |
| Payment: | Net 30 days |

For Additional Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

Jimmy MacKenzie, VCO
Phone: 804-416-6247
E-Mail: james.mackenzie@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

# CONTRACT # VA-080717-MAXI
## CONTRACT CHANGE LOG

| Change No. | Description of Change | Effective Date |
|---|---|---|
| 1 | Mod 1 updates clauses, Section 8 & Section 11 and notes that Authorized Users can purchase from Appendix B – Price List – for the duration of the contract | 08/12/08 |
| 2 | Mod 2 assigns contract to AssetWorks Inc. | 12/18/08 |
| 3 | Mod 3 updates one heading and adds GPS telematics worksheet | 09/15/09 |
| 4 | Mod 4 updates price list and adds additional products | 10/08/09 |
| 5 | Mod 5 updates price list and adds additional products | 01/28/11 |
| 6 | Mod 6 updates pricing and adds/removes products/services | 10/06/11 |
| 7 | Mod 7 updates pricing and adds/removes products/services | 08/02/12 |
| 8 | Extend contract term | 07/10/13 |
| 9 | Mod 8 changes the name of Supplier and updates Exhibit B COV price list | 03/31/14 |
| 10 | Extend contract term | 07/10/14 |
| 11 | Mod 9 adds clauses to clarify/define certain terminology used in the contract | 07/24/14 |
| 12 | Renewal letter extends contract term for a year | 07/10/15 |
| 13 | Extends contract term | 07/10/16 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

# COMMONWEALTH of VIRGINIA

**Virginia Information Technologies Agency**
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

May 26, 2016

Cheryl Carroll
Assetworks Llc
998 Old Eagle School Road
Suite 1215
Wayne Pennsylvania 19087

Per Section 3.A. ("Term and Termination") of contract VA-080717-MAXI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 10, 2016 through July 9, 2017. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

# COMMONWEALTH of VIRGINIA

**Virginia Information Technologies Agency**
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

July 01, 2015

Cheryl Carroll
Assetworks Llc
998 Old Eagle School Road
Suite 1215
Wayne Pennsylvania 19087

Per Section 3.A. ("Term and Termination") of contract VA-080717-MAXI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 10, 2015 through July 9, 2016. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION NO. 9**
**TO**
**CONTRACT NUMBER VA-080717-MAXI**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**ASSETWORKS LLC**

This MODIFICATION No. 9 is hereby incorporated into and made an integral part of Contract VA-080717-MAXI

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Authorized User" in Section 2 Subsection C on Contract Page 5.
   *"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at http://www.cicv.org/our-Colleges/Profiles.aspX*

2. Add to the definition of "Software License" in Section 4 on Contract Page 8.
   "If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. *If Authorized User is a private institution, the license shall be held by that private institution."*

3. Add to the definition of "Rights to Work Product" in Section 5 on Contract Page 10.
   *"If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that institution."*

4. Add to the definition of "Statement of Work (SOW)" in Section 6 Subsection C on Contract Page 11.
   *"If the authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."*

5. Add to the definition of "Liability and Indemnification" in Section 16 on Contract Pages 21-22.
   *"In the event of settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."*

6. Add to the definition of "Dispute Resolution" in Section 22 Subsection F on Contract Page 25.
   "In the event of any breach by a public body *or a private institution*, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed

pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-MAXI by this Modification No. 9.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| NAME OF SUPPLIER | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: John H. Hines III | BY: Doug Crenshaw |
| NAME: John H. Hines III | NAME: Doug Crenshaw |
| TITLE: President | TITLE: VITA Sourcing Mgr |
| DATE: 7-23-14 | DATE: 7/24/14 |

# COMMONWEALTH of VIRGINIA

**Virginia Information Technologies Agency**
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

May 21, 2014

Cheryl Carroll
Assetworks

Per Section 3.A. ("Term and Termination") of contract VA-080717-MAXI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 10, 2014 – July 9, 2015. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION # 8**
**TO**
**CONTRACT NUMBER VA-080717-MAXI**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**ASSETWORKS LLC**

This MODIFICATION # 8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and AssetWorks LLC hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-080717-MAXI (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

1) AssettWorks, Inc. has changed its name to AssettWorks LLC. Tax ID number will remain the same.

2) Ref. Exhibit B "Commonwealth of Virginia Price List". The attached pricing schedule has been updated.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-MAXI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ASSETWORKS LLC

BY: R D Sadoo

NAME: R. DAVID SADOO

TITLE: VICE PRESIDENT

DATE: 03/31/2014

COMMONWEALTH OF VIRGINIA

BY:

NAME: James MacKenzie

TITLE: Sourcing Consultant

DATE: 03/31/2014

# DISOUNTING AND PRICING POLICIES

## AssetWorks ASSET SOLUTIONS, LLC

## ***FleetFocus:***

### ***FleetFocus Software:***

| **Volume Discounts for NEW Customers** | **DISCOUNT** |
|---|---|
| Total single purchase order for up to $100,000 in software licenses | 20% |
| Total single purchase order for over $100,000 to $200,000 in software licenses | 30% |
| Total single purchase order for over $200,000 in software licenses | 40% |

* *Customers with a current maintenance agreement purchasing a new module for a base application already owned may be granted a discount up to 30% on the new module(s) regardless of total purchase order amount.*

** *Customers with a current maintenance agreement upgrading to FleetFocus M5 may be given a credit for the prior, older software sale or a discount up to 50%, whichever is greater.*

*** *AssetWorks will recognize the cumulative number of active equipment units licensed under this agreement for the purpose of establishing a per unit price. The installation of multiple instances of the software in a production environment will require a per instance fee in addition to the active equipment unit license.*

**** *The minimum price for M5 Fleet Trends Historical Analysis/ Performance Measures module is $7500 for any installation of this module in a separate instance.*

### ***FleetFocus Annual Maintenance:***

Maintenance is 20% (plus any Virginia fees) of the discounted software price with an annual increase of 5%.
Maintenance begins on the date of software acceptance for the first instance of each product type.
Maintenance begins on the date of software delivery for any subsequest instance of each product type.
Maintenance will automatically renew annually for a 12-month term.
Maintenance fee must be paid in full at the beginning of each renewal term.

### ***ASP/Hosting Services:***

ASP/Hosting Services may NOT be discounted for production environments.
ASP/Hosting Services for Fleet Software may be discounted for non-production

First 90 days AssetWorks may offer up to 100% discount
90 days to 120 days AssetWorks may offer up to 50% discount
Discounts after 120 days are not permitted

Fleet Software is a minimum monthly fee for ASP/Hosting services (varies by software); to calculate the actual monthly fee, multiply the number of vehicles/units by the unit price-- monthly fee is this amount or the minimum fee, whichever is greater.

## ***FuelFocus Products:***

***FUEL HARDWARE:***

* *Current Fuel Hardware customers upgrading from previous older Fuel Hardware may be granted greater discounts based on several factors including volume of new order, length of relationship, and purchase of other products such as Software and Services. These discounts will be on a case by case basis and will require written approval from a Division President or higher.*

***FUEL HARDWARE WARRANTY:***

The price of hardware includes a 1 year warranty on parts. Extended maintenance after the first year is 6% of the hardware purchase price.

***FUEL SOFTWARE ANNUAL MAINTENANCE:***

Maintenance is 20% (plus any Virginia fees) of the discounted software price with an annual increase of 3%.
Maintenance begins on the date of contract execution.
Maintenance will automatically renew annually for a 12-month term.
Maintenance fee must be paid in full at the beginning of each renewal term.

# COMMONWEALTH of VIRGINIA

**Virginia Information Technologies Agency**
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

May 23, 2013

Cheryl Carroll
Assetworks

Per Section 3.A. ("Term and Termination") of contract VA-080717-MAXI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 10, 2013 – July 9, 2014. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION # 7**
**TO**
**CONTRACT NUMBER VA-080717-MAXI**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**ASSETWORKS, INC.**

This MODIFICATION # 7 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and ASSETWORKS, Inc. hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-080717-MAXI (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Ref. Exhibit B "Commonwealth of Virginia Price List", Fleet Software worksheet, page 4 of 6, section FleetFocus M5 or FleetFocus FA.

**Added:**
**Capital Asset Management & Planning**

- 1-999 Assets
- 1000-2499 Assets
- 2500-4999 Assets
- 5000-7499 Assets
- 7500-9999 Assets
- 10000-14999 Assets
- 15000-19999 Assets
- 20000+ Assets

Ref. Exhibit B "Commonwealth of Virginia Price List", GPS-Telematics worksheet, page 1 of 1, section NetworkFleet Hardware, **(1-349 units)**.

**Removed:**

- L3500 light vehicle units (3500 PNL)
- L3500 heavy vehicle units (3500 PNH)
- L3500 Universal
- L4200

**Added:**

- L5500 light vehicle units (5500 PNL)
- L5500 heavy vehicle units (5500 PNH)
- L5500 Universal
- L5200

Ref. Exhibit B "Commonwealth of Virginia Price List", GPS-Telematics worksheet, page 1 of 1, section NetworkFleet Hardware, **(350-699 units)**.

**Removed:**

- L3500 light vehicle units (3500 PNL)
- L3500 heavy vehicle units (3500 PNH)
- L3500 Universal
- L4200

**Added:**

- L5500 light vehicle units (5500 PNL)
- L5500 heavy vehicle units (5500 PNH)
- L5500 Universal
- L5200

Ref. Exhibit B "Commonwealth of Virginia Price List", GPS-Telematics worksheet, page 1 of 1, section NetworkFleet Hardware, **(700 + units)**.

**Removed:**

- L3500 light vehicle units (3500 PNL)
- L3500 heavy vehicle units (3500 PNH)
- L3500 Universal
- L4200

**Added:**

- L5500 light vehicle units (5500 PNL)
- L5500 heavy vehicle units (5500 PNH)
- L5500 Universal
- L5200

Ref. Exhibit B "Commonwealth of Virginia Price List", GPS-Telematics worksheet, page 1 of 1, section NetworkFleet Hardware.

**Added:**
**Sensors**

- Light Duty Harness
- Heavy Duty Harness (6 or 9 Pin)
- External Antenna
- Sensor Harness

**Telematics Module Subscription**

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-MAXI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ASSETWORKS, INC.

BY: R D Sadoo

NAME: R. David Sadoo

TITLE: SR Vice President

DATE: 8/2/2012

COMMONWEALTH OF VIRGINIA

BY:

NAME: James MacKenzie

TITLE: Sourcing Consultant

DATE: 08/02/2012

**MODIFICATION # 6**
**TO**
**CONTRACT NUMBER VA-080717-MAXI**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**ASSETWORKS, INC.**

This MODIFICATION # 6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and ASSETWORKS, Inc. hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-080717-MAXI (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Ref. Exhibit B "Commonwealth of Virginia Price List", 3rd Party and ASP Hosting worksheet, page 1 of 3, section FleetFocus 3rd Party Software, FA.

**Removed:**

- Crystal XI Reports Server OEM Embedded Edition (for FA), - includes one report writer
- Crystal XI Reports Server OEM Embedded Edition (for FA), Full CPU license- includes one report writer
- Crystal XI Professional Edition (1 x report writer, 0 report users)

**Added:**

- Crystal Reports Server Embedded 2008
- Crystal Reports Professional 2008 (First License)
- Crystal Reports Professional 2008 (Additional Licenses)
- Crystal Reports Server Embedded 2008 Full CPU license

Ref. Exhibit B "Commonwealth of Virginia Price List", 3rd Party and ASP Hosting worksheet, page 1 of 3, section FleetFocus 3rd Party Software, M5.

**Removed:**

- Crystal XI Developer (1 x report writer, 0 report users)
- 5 CAL Pack - Crystal Reports XI Server for M5
- 10 CAL Pack - Crystal Reports XI Server for M5
- 15 CAL Pack - Crystal Reports XI Server for M5
- 20 CAL Pack - Crystal Reports XI Server for M5

**Added:**

- 5 Concurrent Access License (CAL) Pack - Crystal Reports Server 2008
- 10 Concurrent Access License (CAL) Pack - Crystal Reports Server 2008
- 15 Concurrent Access License (CAL) Pack - Crystal Reports Server 2008
- 20 Concurrent Access License (CAL) Pack - Crystal Reports Server 2008
- Crystal Reports Developer 2008

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-MAXI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ASSETWORKS, INC.

BY: R D Sadoo

NAME: R. David Sadoo

TITLE: Senior Vice President

DATE: 10/05/2011

COMMONWEALTH OF VIRGINIA

BY:

NAME: James MacKenzie

TITLE: Sourcing Consultant

DATE: 10/06/2011

**MODIFICATION # 5**
**TO**
**CONTRACT NUMBER VA-080717-MAXI**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**ASSETWORKS, INC.**

This MODIFICATION # 5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and ASSETWORKS, Inc. hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-080717-MAXI (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Ref. Exhibit B "Commonwealth of Virginia Price List", Fleet Software worksheet, page 4 of 5, section Add-on Modules-FleetFocusM5, added M5 Telematics Module.

Ref. Exhibit B "Commonwealth of Virginia Price List", Fleet Software worksheet, page 4 of 5, section Add-on Modules-FleetFocusFA, added Performance Measures and Monitors, percentage of base pricing.

Ref. Exhibit B "Commonwealth of Virginia Price List", Fleet Software worksheet, page 5 of 5, section Add-on Modules-FleetFocusFA, added Telematics Module.

Ref. Exhibit B "Commonwealth of Virginia Price List", Fleet Software worksheet, page 5 of 5, added KeyValet section.

Ref. Exhibit B "Commonwealth of Virginia Price List", GPS Telematics worksheet, page 1 of 1, section Network Fleet Hardware, added (350-699 Units) and (700 + Units).

Ref. Exhibit B "Commonwealth of Virginia Price List", GPS Telematics worksheet, page 1 of 1, section Network Fleet Monthly Service, added (350-699 Units), (700- 1000 Units) and (1001+ Units).

Ref. Exhibit B "Commonwealth of Virginia Price List", Added Key Box worksheet, page 1 of 1.

Ref. Exhibit B "Commonwealth of Virginia Price List", Fuel Focus worksheet, page 5 of 10, section RFC WAF VIB Vehicle Options, added VIB WAF J1708 Transit Dual Input No PID (Up to 1499 Units), (1500 to 3999 Units) and (4000 or more Units).

Ref. Exhibit B "Commonwealth of Virginia Price List", Fuel Focus worksheet, page 5 of 10, section RFC WAF VIB Vehicle Options, added VIB WAF J1939 Transit Dual Input No PID (Up to 1499 Units), (1500 to 3999 Units) and (4000 or more Units).

Ref. Exhibit B "Commonwealth of Virginia Price List", Fuel Focus worksheet, page 6 of 10, section RFC WAF VIB- Other Options, added RF Vehicle Starter Kit- KeyValet (Up to 19 Units), (20- 99 Units) and (101 or more Units).

Ref. Exhibit B "Commonwealth of Virginia Price List", Fuel Focus worksheet, page 6 of 10, section RFC WAF VIB- Other Options, added RF Vehicle Starter Kit- Light & Heavy Duty (Up to 19 Units), (20- 99 Units) and (101 or more Units).

Ref. Exhibit B "Commonwealth of Virginia Price List", 3rd Party and ASP Hosting worksheet, page 1 of 2, section FA, Price Updates:

- Crystal XI Reports Server OEM Embedded Edition (for FA), - includes one report writer. $2,500.00 updated to $2,600.00.
- Crystal XI Reports Server OEM Embedded Edition (for FA), Full CPU license- includes one report writer. $15,000.00 updated to $15,600.00.
- Crystal XI Professional Edition (1 x report writer, 0 report users). $400.00 updated to $416.00.

Ref. Exhibit B "Commonwealth of Virginia Price List", 3rd Party and ASP Hosting worksheet, page 1 of 2, section M5, Price Updates:

- Business Objects Enterprise XI for M5, Concurrent Access Licenses. $3,300.00 updated to $3,432.00.
- Business Objects Enterprise XI for M5, Named Users. $595.00 updated to $618.00.
- Business Objects Enterprise XI for M5, CPU license. $60,000 updated to $62,400.00.
- Crystal XI Developer (1 x report writer, 0 report users). $500.00 updated to $520.00.
- 5 CAL Pack- Crystal Reports XI Server for M5. $4,500.00 updated to $4,680.00.
- 10 CAL Pack- Crystal Reports XI Server for M5. $9,000.00 updated to $9,360.00.
- 15 CAL Pack- Crystal Reports XI Server for M5. $13,500.00 updated to $14,040.00.
- 20 CAL Pack- Crystal Reports XI Server for M5. $18,000.00 updated to $18,720.00.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-MAXI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| ASSETWORKS, INC. | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: R D Sadoo | BY: |
| NAME: R Dun d Sadoo | NAME: James MacKenzie |
| TITLE: Sr. Vice President | TITLE: Sourcing Consultant |
| DATE: 1-28-2011 | DATE: 01/28/11 |

**MODIFICATION # 4**
**TO**
**CONTRACT NUMBER VA-080717-MAXI**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**ASSETWORKS, INC.**

This MODIFICATION # 4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and ASSETWORKS, Inc. hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-080717-MAXI (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Ref. Exhibit B "Commonwealth of Virginia Price List", Fleet Software worksheet, page 4 of 5, section Add-on Modules-FleetFocusM5 added M5 Ad Hoc Query.

Ref. Exhibit B "Commonwealth of Virginia Price List", Fleet Software worksheet, page 4 of 5, section Add-on Modules-FleetFocusFA added InfoCenter Ad Hoc Query, percentage of base pricing.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-MAXI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| ASSETWORKS, INC. | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: John H. Hines III | BY: |
| NAME: John H. Hines III | NAME: James MacKenzie |
| TITLE: President | TITLE: Sourcing Consultant |
| DATE: 10-5-09 | DATE: 10/8/09 |

**MODIFICATION # 3**
**TO**
**CONTRACT NUMBER VA-080717-MAXI**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**ASSETWORKS, INC.**

This MODIFICATION # 3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and ASSETWORKS, Inc. hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-080717-MAXI (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Ref. Exhibit B "Commonwealth of Virginia Price List", Fleet Software worksheet, page 4 of 5. Updated heading "Equipment Planning Purchase includes the IC Equipment Planning Portal" to "Equipment Planning Purchase includes the IC Equipment Planning Portal & Replacement Analysis"

Ref. Exhibit B "Commonwealth of Virginia Price List". Added GPS-Telematics worksheet.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-MAXI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| ASSETWORKS, INC. | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: | BY: |
| NAME: John H. Threes III | NAME: James MacKenzie |
| TITLE: President | TITLE: Sourcing Consultant |
| DATE: 9-14-09 | DATE: 9/15/09 |

# MODIFICATION #2
# TO
# CONTRACT NUMBER VA-080717-MAXI
# BETWEEN THE
# COMMONWEALTH OF VIRGINIA
# AND
# ASSETWORKS

This MODIFICATION #2 is an agreement amongst the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", MAXIMUS, Inc., hereinafter referred to as "MAXIMUS", and AssetWorks, Inc., hereinafter referred to as "AssetWorks", relating to Contract VA-080717-MAXI as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #2 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #2 is to document the parties' agreement to assignment of the Contract from MAXIMUS to AssetWorks, as provided in Section 22.J, "Assignment" of the Contract. On October 1, 2008, AssetWorks acquired the Asset Solutions Division of MAXIMUS. AssetWorks agrees to be bound by the terms and conditions set forth in the Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-MAXI. Contract VA-080717-MAXI cannot be modified, except by a writing signed by a duly authorized representative of both parties.

**ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-080717-MAXI REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**MAXIMUS**

BY: _____

NAME: Robert Lindsey

TITLE: Director of Contracts

DATE: 12/8/08

**COMMONWEALTH OF VIRGINIA**

BY: _____

NAME: JAMES T. ROBERTS

TITLE: Director Admin + Finance

DATE: 12/18/08

**ASSETWORKS**

BY: _____

NAME: John H. Hinzs III

TITLE: President

DATE: 12/10/08

**MODIFICATION #1**
**TO**
**CONTRACT NUMBER VA-080717-MAXI**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**MAXIMUS. Inc.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and MAXIMUS, Inc. hereinafter referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract VA-080717-MAXI (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

Ref. Section 8 "Delivery and Installation". Add sub section "D. "All shipments are to be FOB destination, without limitation".

Ref. Section 11 "Warranty and Maintenance Services", add to sub section "G". "Maintenance is renewable annually as long as Authorized User has software in production".

Ref. Appendix B "Commonwealth of Virginia Price List". Add "Authorized User may purchase items form this price list at any time during the life of the Contract. Purchases are not limited to the original statement of work".

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-080717-MAXI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| MAXIMUS, Inc. | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: Robert K. Lindsey | BY: Day Crenshaw |
| NAME: Robert Lindsey | NAME: Day Crenshaw |
| TITLE: Director of Contracts | TITLE: Sourcing Manager |
| DATE: 7/31/08 | DATE: 8/12/08 |

# Fleet Equipment Management Information System Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

MAXIMUS, Inc.

## Fleet Equipment Management Information System Contract
## TABLE OF CONTENTS


1. PURPOSE 5
2. DEFINITIONS 5
   A. Acceptance 5
   B. Agent 5
   C. Authorized User 5
   D. Business Day 5
   E. Computer Virus 5
   F. Confidential Information 5
   G. Deliverable 5
   H. Documentation 5
   I. Electronic Self-Help 6
   J. Party 6
   K. Receipt 6
   L. Requirements 6
   M. Services 6
   N. Software 6
   O. Software Publisher 6
   P. Statement of Work (SOW) 6
   Q. Supplier 6
   R. VITA 6
   S. Warranty Period 6
   T. Work Product 6
3. TERM AND TERMINATION 7
   A. Contract Term 7
   B. Termination for Convenience 7
   C. Termination for Breach or Default 7
   D. Transition of Services 8
4. SOFTWARE LICENSE 8
   A. License Grant 8
   B. License Type 9
   C. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”) 10
5. RIGHTS TO WORK PRODUCT 10
   A. Ownership 10
   B. Return of Materials 10
6. FEES, ORDERING AND PAYMENT PROCEDURE 10
   A. Fees and Charges 10
   B. Solution Demonstration 10
   C. Statement of Work (SOW) 11
   D. Ordering 11
   E. Supplier Quote and Request for Quote 12
   F. Invoice Procedures 12
   1. Solution, product/Solution component, or Service type, or project milestone, and description 12
   2. Quantity, charge and extended pricing for each Solution and/or Service item or milestone 12
   3. Applicable order date 12
   4. This Contract number and the applicable order number 12
   5. Supplier’s Federal Employer Identification Number (FEIN). 12

G. Purchase Payment Terms 12
H. Supplier's Report of Sales and Industrial Funding Adjustment 13
I. Small Business Participation 13
7. TRAINING AND DOCUMENTATION 14
8. DELIVERY AND INSTALLATION 14
A. Scheduling 14
B. Deployment of Solution 14
1. Supplier Deployment of Solution 14
2. Authorized User Installation of Software 14
C. Documentation of Software Configuration 15
9. ACCEPTANCE 15
A. Software Acceptance Criteria 15
B. Deliverable Acceptance Criteria 15
C. Software and Deliverable Cure Period 15
10. GENERAL WARRANTY 16
A. Ownership 16
B. Solution and Documentation 16
C. Limited Warranty 16
D. Malicious Code 16
E. Open Source 17
F. Supplier's Viability 17
G. Supplier's Past Experience 17
11. WARRANTY AND MAINTENANCE SERVICES 17
A. Known Defects 17
B. New Releases 18
B. Coverage 18
C. Service Levels 18
D. Software Evolution 18
E. Escalation Procedures 19
F. Remedies 19
G. Solution Support Services (Maintenance) and Renewal Options 19
12. AUTHORIZED USER SELF-SUFFICIENCY 19
13. ESCROW AGREEMENT 20
14. COMPETITIVE PRICING 21
15. CONFIDENTIALITY 21
A. Treatment and Protection 21
B. Exclusions 21
C. Return or Destruction 21
16. LIABILITY AND INDEMNIFICATION 21
17. INSURANCE 22
18. SECURITY COMPLIANCE 23
19. IMPORT/EXPORT 23
20. BANKRUPTCY 23
21. STEERING COMMITTEE 24
22. GENERAL PROVISIONS 24
A. Relationship Between VITA and Authorized User and Supplier 24
B. Incorporated Contractual Provisions 24
C. Compliance with the Federal Lobbying Act 25
D. Governing Law 25
F. Dispute Resolution 25
G. Advertising and Use of Proprietary Marks 25
H. Notices 26
I. No Waiver 26

J. Assignment 26
K. Captions 26
L. Severability 26
M. Survival 26
N. Force Majeure 26
O. Remedies 26
P. Right to Audit 26
1. Three (3) years from Software delivery or Service performance date; 27
2. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and 27
3. Excludes access to Supplier cost information. 27
Q. Entire Contract 27
STATEMENT OF WORK 32
1. PROJECT SCOPE AND REQUIREMENTS 32
2. ADDITIONAL CONTRACT SERVICES TO SUPPORT THE REQUIREMENTS 33
- Training and Knowledge Transfer 33
- Support 33
3. PROJECT EVENTS AND TASKS 33
4. PERIOD OF PERFORMANCE 33
5. PLACE OF PERFORMANCE 33
6. [USE FOR FIXED PRICE ORDERS] MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS 33
7. [USE FOR TIME AND MATERIALS ORDERS] LABOR AND EXPENSE CATEGORIES AND DELIVERABLES 34
8. TESTING AND ACCEPTANCE 35
R. User Acceptance Test Plan 35
S. Review / Testing of Deliverables 35
T. Deliverable Acceptance Receipt 35
U. Correction of Defects 36
9. ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES 36
10. SECURITY REQUIREMENTS 36
11. PERSONNEL [THIS SECTION IS OPTIONAL] 36
B. Key Personnel 36
V. Project Manager 37
12. RISK MANAGEMENT 37
13. REPORTING 37
14. POINT OF CONTACT 38

# Fleet Equipment Management Information System Contract

THIS **Fleet Equipment Management Information System Contract** ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and MAXIMUS, INC., a Virginia Corporation with offices at 998 Old Eagle School Road , Suite 1215, Wayne, PA 19087 (Supplier) to be effective as of July 10, 2008 (Effective Date).

## 1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide and implement for Authorized Users a solution for the provision of an information technology platform to manage fleet equipment ("Solution"), and to provide various Services to the Authorized Users.

## 2. DEFINITIONS

### A. Acceptance

Acceptance shall take the form of completed and successful acceptance testing in conformance with the Requirements as determined by Authorized User in the applicable Statement of Work or other order.

### B. Agent

Any third party independent agent of any Authorized User.

### C. Authorized User

Any public body, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

### D. Business Day

Monday through Friday, excluding public holidays designated by the Commonwealth of Virginia. Unless designated in the Contract as a Business Day, the term "day" shall mean calendar day.

### E. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

### F. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

### G. Deliverable

The tangible embodiment of the Services, including the development or creation of Work Product, performed or the Solution or Solution component provided by Supplier as identified in the applicable Statement of Work.

### H. Documentation

Those MAXIMUS provided materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Solution, and to implement and develop self-sufficiency with regard to the Solution as may be specified in a Statement of Work issued hereunder.

**I. Electronic Self-Help**
Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order placed hereunder.

**J. Party**
Supplier, VITA, or any Authorized User.

**K. Receipt**
An Authorized User or its Agent has physically received any deliverable at the correct "ship-to" location.

**L. Requirements**
The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Solution described in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder.

**M. Services**
Any services, including development and maintenance of the Solution, software modifications, installation, support and training provided by Supplier under this Contract. Services include the discovery, creation, or development of Work Product, if any.

**N. Software**
The programs and code provided by Supplier under this Contract as a component(s) of the Solution, and any subsequent modification of such programs and code, excluding Work Product.

**O. Software Publisher**
The licensor of the Software provided by Supplier under this Contract [if applicable].

**P. Statement of Work (SOW)**
Any document in substantially the form of Exhibit D to this Contract which, upon signing by both Parties to the agreement, shall be deemed a part of this Contract, and which describes the deliverables, due dates, duration, and payment obligations for a specific project or engagement in which Supplier shall provide a Solution to an Authorized User. Any Statement of Work shall constitute an order.

**Q. Supplier**
Includes any individual who is an employee, agent, sub-contractor, or independent contractor of Supplier to provide a Solution and/or any products or Services related to the Solution under this Contract.

**R. VITA**
Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

**S. Warranty Period**
The ninety days (90) period following Acceptance of the Solution.

**T. Work Product**
Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract or any order issued hereunder. Work Product shall not include configuration of software or intellectual property or other proprietary data owned by Supplier prior to the effective date of this Agreement or developed by Supplier outside of the scope of this Agreement.

## 3. TERM AND TERMINATION

### A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of five (5) years. VITA, in its sole discretion, may extend this Contract for up to five (5) additional one (1) year periods after the expiration of the initial five (5) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. Expiration of the term of the Contract shall not affect any perpetual license granted hereunder or provisions specified as surviving expiration or termination. Nor shall expiration of this Contract affect any ownership of Work Product by the Commonwealth or any Authorized User pursuant to this Contract. In addition, performance of an order may survive the expiration of the term of this Contract, and all terms and conditions required for the operation of such order shall remain in full force and effect until the Solution and all Services pursuant to such order have met the final acceptance criteria of the applicable Authorized User.

### B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit for resolution any contractual dispute or order dispute to VITA, or any dispute regarding an order terminated by an Authorized User, according to the terms of the Dispute Resolution Section of this Contract. Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services rendered or Solution components delivered by Supplier prior to the termination date. Termination of this Contract or any order for Convenience shall not affect any perpetual license granted pursuant to this Contract, provided all fees for such license have been paid. Nor shall termination of this Contract or any order for Convenience affect any ownership of Work Product by the Commonwealth or any Authorized User pursuant to this Contract.

### C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA or an Authorized User deems the Supplier to be in breach and/or default, VITA or the Authorized User shall issue, in writing, a "Show Cause Notice" to the Supplier identifying the failure and providing Supplier thirty (30) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part, or the Authorized User may immediately terminate its order, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

In the event of a Termination for Breach or Termination for Default, the affected Authorized User(s) shall not be liable for any cost related to the terminated Contract, order, or portion thereof. Supplier shall accept return of any products or Software provided to the affected Authorized User(s) and Supplier shall be responsible for damages to Authorized User(s) resulting from such breach or default. The failure of VITA or an Authorized User to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its

right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default of any provisions of such agreements.

Supplier shall submit any contractual or order dispute to VITA or the terminating Authorized User for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

**D. Transition of Services**

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Solution-related Services to any other supplier with whom VITA or such Authorized User contracts for provision of a Project solution(s). This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Non-procurement Programs, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

## 4. SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

**A. License Grant**

Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The Software is the property of Supplier, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.

The Commonwealth and all Authorized Users shall have the right to use, copy, configure, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing.

The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized Users or their Agents.

The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.

In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement

copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.

An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development, and may run the Software concurrently at a back-up site, for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier. An Authorized User may add its own copyright or other proprietary notice, or copyright or other proprietary notice of the Commonwealth, to any copy of the Software or Documentation, which contains modifications to which the Commonwealth or such Authorized User has ownership rights pursuant to this Contract.

Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.

Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

**B. License Type**

The following license types are available under this contract and the type will be specified in the SOW for each transaction.

[option B1 - Designated CPU License]

The license(s) granted under this Section authorizes use of the Software only on the number of CPU(s) listed in the applicable Statement of Work. An Authorized User may transfer the Software to a different machine to the extent that the license price for such new CPU(s) is equivalent to the CPU(s) initially licensed. If the licensed CPU is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the licensed CPU, or (iv) because the Software is being transferred to another CPU, such Authorized User may use the Software on a replacement CPU as long as required by the mentioned conditions.

[option B2 - Concurrent Use License]

The license(s) granted under this Section authorizes use of the Software on any system based on the total number of Concurrent Users. The number of "Concurrent Users" is defined as the maximum number of concurrent Sessions connected at a given point in time. A "Session" is defined as an active user executing the Software. The Authorized User shall specify an initial number of Concurrent User licenses in its initial order pursuant to this Contract. An Authorized User may increase the number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee is set forth on Exhibit B.

[option B3 – Site License]

The license(s) granted under this Section authorizes use of the Software on any system located at the "Site" as such term is defined in the applicable order or SOW.

[option B4 – Project Specific License]

The Project Specific License authorizes use of the Software on any CPU; system owned or opted by the Commonwealth or an Authorized User, and by any user, without limitation as to quantity or location for a particular project.

[option B5 – Enterprise Wide License]

The Enterprise Wide License authorizes use of the Software on any CPU, on any system, and by any user within the "Enterprise", as such term is defined in the applicable order or SOW, without limitation as to the quantity or location or project.

Active Equipment Unit License]

The license granted under this Section authorizes use of the Software for production purposes to manage up to the number of Active Equipment Units identified in Exhibit B. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.

**C. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")**

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for a Solution, the components of which are licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

## 5. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, all rights in, title to, and ownership of Work Product shall vest with that public body..

**A. Ownership**

VITA shall own all technical data and other work product first produced pursuant to this Agreement upon payment in full of all applicable fees to Supplier. Notwithstanding anything to the contrary contained herein or in any Statement of Work or other attachment hereto, any and all intellectual property or other proprietary data owned by Supplier prior to the effective date of this Agreement or developed by Supplier outside of the scope of this Agreement ("Contractor Information") shall remain the exclusive property of Contractor even if such Contractor Information is embedded or otherwise incorporated into the Work Product or used to develop the Work Product. VITA's rights under this section shall not apply to any Contractor Information or any component thereof regardless of form or media.

**B. Return of Materials**

Upon termination of this Contract, Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or such Authorized User, which are in Supplier's possession, custody or control.

## 6. FEES, ORDERING AND PAYMENT PROCEDURE

**A. Fees and Charges**

As consideration for the Solution and any additional products and Services provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of five percent (5%) for hardware and four percent (4%) for Software and Maintenance Services. Any such change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

**B. Solution Demonstration**

At the request of any Authorized User, Supplier shall perform a demonstration of its Solution. Such demonstrations shall be performed either at the Authorized User's location or online.

**C. Statement of Work (SOW)**

An SOW shall be required for any Solution ordered by an Authorized User pursuant to this Contract. All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. An SOW shall be of a fixed price type but may, with the written approval of VITA or the applicable Authorized User, contain a cost-reimbursable line item(s) for pre-approved travel expenses.

Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. An SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede. An SOW may include products to which pricing or discounts are applied under Exhibit B, but which are not specifically enumerated under Exhibit B, as long as such products are not beyond the scope of the Solution as is defined in Exhibit A hereto. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable SOW.

A Fixed Price type SOW may include a cost-reimbursable line item(s) for travel; however, any travel expenditure must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expense shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_1206.pdf, or a successor URL(s)). A Fixed Price type SOW should also include Deliverables and a milestone payment schedule associated with such Deliverables.

All travel expenses that deviate from the policies published by the Virginia Department of Accounts, but are approved in advance by Authorized Users will be subject to reimbursement of actual expenses. If Supplier is denied rates for travel that Authorized User is entitled to obtain, Authorized User will have the option to intervene on behalf of Supplier to obtain the entitled rate. If Supplier is denied such rates after intervention by Authorized User, Supplier will be entitled to reimbursement of actual reasonable expenses.

**D. Ordering**

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (http://www.eva.state.va.us). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

i. Purchase Order (PO): An official PO form issued by an Authorized User.

ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Solution and products or Services related to the Solution available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not knowingly accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

**E. Supplier Quote and Request for Quote**

Supplier shall, upon request of an Authorized User, provide a quote based on such Authorized User's specific Solution requirements. Such quote should include (a) a detailed description of each product or service proposed as a Solution component, at the Exhibit B line item level, (b) the quantity of each such component, (c) the contract price, and (d) an extended/total price. Any purchase from Supplier resulting from such quote shall be subject to the terms and conditions specified and outlined in this Contract and any subsequent modifications. The Authorized User may request additional terms and conditions subject to mutual agreement of Supplier. To the extent that any terms and conditions of the Authorized User are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract shall supersede.

**F. Invoice Procedures**

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Solution, Solution component(s), or Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. Payment for Solution support Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

1. **Solution, product/Solution component, or Service type, or project milestone, and description**
2. Quantity, charge and extended pricing for each Solution and/or Service item or milestone
3. Applicable order date
4. This Contract number and the applicable order number
5. Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

**G. Purchase Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible

after legislative action is completed. Termination for lack of appropriations shall not affect any perpetual license granted pursuant to this Contract, provided all fees for such license have been paid.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Solutions, products/Solution components, or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

In the event any Deliverable is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

**H. Supplier's Report of Sales and Industrial Funding Adjustment**

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at http://www.vita.virginia.gov/procurement/supplierResources.cfm under "Supplier Reporting". The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at http://www.vita.virginia.gov/procurement/supplierResources.cfm under "Supplier Reporting".

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

**I. Small Business Participation**

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

## 7. TRAINING AND DOCUMENTATION

The Solution fee includes all costs for the training of the Authorized User(s) at an Authorized User's designated location on the use and operation of the Solution, including instruction in any necessary conversion of such Authorized User's data for such use or as specified by the statement of work (SOW). Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised by Supplier to reflect any modifications made by Supplier to the Solution. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Solution and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

## 8. DELIVERY AND INSTALLATION

### A. Scheduling

Supplier shall deliver the Solution, including any component parts, and complete performance of Services according to the delivery dates set forth on the appropriate order.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the relevant component of the Solution. Any Solution component delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable documentation has been received.

### B. Deployment of Solution

#### 1. Supplier Deployment of Solution

The Solution fee includes initial deployment of the complete Solution. Supplier is required to deploy the Solution in accordance with the deployment schedule set forth on the order. Deployment shall include the installation of any Software component and, if agreed, any hardware component, of the Solution. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Solution is properly deployed and fully ready for productive use, and shall supply such Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of deployment.

Supplier agrees that failure to deploy the Solution in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract resulting in damages to such Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to one percent (1%) of the total Solution fee, for each Business Day after the scheduled deployment date that the Solution has not been deployed for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order and collect damages for each day of that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-deployment.

#### 2. Authorized User Installation of Software

If the Solution includes Software which may be installed by an Authorized User and such Authorized User elects to install the Software itself, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User invoke the primary function of each major component of the Software or when Acceptance criteria have been met.

Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Supplier shall proceed with full deployment of the Solution concurrently with or after Authorized User's installation of the Software, as agreed between the Authorized User and Supplier in the Statement of Work.

**C. Documentation of Software Configuration**

If the Solution includes configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

## 9. ACCEPTANCE

**A. Software Acceptance Criteria**

Software shall be deemed accepted when the Authorized User determines that such Software successfully operates in accordance with the User Manual. Acceptance testing will be no longer than thirty (30) days after receipt of the Software, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit B. Prior to Acceptance, Authorized User may return Software to Supplier for refund of License Fee.

Acceptance must be in writing and Authorized User will not unreasonably withhold Acceptance. If written notification of Acceptance is not received within the specified time frames, the Software shall be deemed accepted.

Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at rates documented in Exhibit B, during such Acceptance testing . Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing.

Supplier may provide sample data to support acceptance testing of Off-the-Shelf software.

**B. Deliverable Acceptance Criteria**

Acceptance Criteria for Deliverables shall ensure that all of the functionality described in the applicable Statement of Work and related detailed specification documents has been delivered to the Authorized User.. Supplier shall be responsible for ensuring that all Deliverables function properly within the Solution. Should a previously Accepted Deliverable require further modification in order to work properly with or within the Solution, Supplier shall be responsible for all costs associated with such modification.

Authorized User agrees to complete Acceptance testing no later than thirty (30) days after the later of receipt or installation or such longer period as may be agreed in writing between Authorized User and Supplier . Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at rates documents in Exhibit B, during such Acceptance testing . Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing.

The Parties agree that acceptance of Deliverables shall also be in accordance with the terms set forth in Exhibit H.

**C. Software and Deliverable Cure Period**

Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Software or Deliverable for re-testing within fifteen (15) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier. Authorized User shall complete testing/acceptance within thirty (30) days after receipt. In the event that Supplier fails to deliver Software or a Deliverable which meets the Requirements, such Authorized User may, : (i) reject the Software or Deliverable in its entirety and provide an explanation of the rejection and request that Supplier cure the non-conformance.(ii) issue a "partial Acceptance" of the Software or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable

Software or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming..

## 10. GENERAL WARRANTY

Supplier warrants and represents to VITA the Solution described in Exhibit A as follows:

### A. Ownership

Supplier has the right to provide the Solution without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

### B. Solution and Documentation

Supplier warrants the following with respect to the Solution:

The Solution is pursuant to a particular Request for Proposal ("RFP"), and therefore such Solution shall be fit for the particular purposes specified by VITA in the RFP and in this Contract, and Supplier is possessed of superior knowledge with respect to the Solution and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Solution;

If the Solution is pursuant to a particular quote or Request for Quote (RFQ), such Solution shall be fit for the particular purposes specified by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Solution and is aware that such Authorized User is relying on Supplier's skill and judgment in providing the Solution;

If the RFP or RFQ specified or if Exhibit A or Supplier's quote specifies the hardware equipment an Authorized User shall use to run the Solution, then Supplier warrants the Solution, and any subsequent Solution component Software release, is compatible with and shall perform well with such hardware equipment;

The Solution provided hereunder includes component Software at the current release level unless an Authorized User specifies an older version in its order;

No corrections, work-arounds or future Software or Solution component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;

Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand fully the Solution without reference to any other materials or information.

### C. Limited Warranty

The warranty period for the Software shall extend for a period of ninety (90) days from the date of Acceptance of Software by VITA. , Supplier warrants during the Warranty Period the Solution shall not contain any material errors and shall function substantially in conformity with the Requirements and Documentation provided by the Supplier. Apart from those warranties herein, Supplier specifically disclaims any express or implied standards, guarantees or warranties, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, custom or usage, or otherwise as to any goods or services that are the subject of this contract. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the Warranty Period that result in a failure of the Solution to function as specified in Exhibit A or in the applicable order.

### D. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Solution at the time of delivery to an Authorized User. Supplier warrants that the Solution does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Solution. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise

Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

**E. Open Source**

Supplier will notify all Authorized Users if the Solution contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

**F. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**G. Supplier's Past Experience**

Supplier warrants that a solution of similar scope and complexity as the Solution required by this Contract, including all component products and services, has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the solution or Supplier.

**THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.**

## 11. WARRANTY AND MAINTENANCE SERVICES

At any time during the Warranty or Maintenance Period, as applicable, Supplier shall provide the following warranty or maintenance services (including unlimited telephonic support and all necessary labor) to maintain the Solution in accordance with the Requirements. During the Warranty Period, such services shall be performed without additional charge to any Authorized User. During the Maintenance Period, charges shall be in accordance with this Section and Exhibit B.

**A. Known Defects**

Supplier will make available online to all Authorized Users in writing, knowledge of any defects or malfunctions in the Solution or Documentation of which it learns from any source other than an Authorized User. Supplier will correct any such defects or malfunctions or provide a work around until corrected as noted below.

In the event that an Authorized User encounters an error and/or malfunction ("Deviation") in the Solution that causes the were to be other than as warranted under the Software License Agreement, it shall communicate the circumstances and any supporting information to Supplier. Upon receipt, Authorized User and Supplier will respond as follows:

Authorized Users shall provide Supplier with written notification of the error fully describing the error condition and necessary backup documentation reproducing the error condition if such documentation is readily available. If after reasonable analysis Supplier cannot reproduce the error, Authorized User will be responsible for reproducing the error in the presence of the Supplier on location, at the Authorized User, or by remote connection by Supplier while in contact with Authorized User employees. Supplier and Authorized User shall mutually agree upon the assignment of the error as Critical (1), Severe (2), Major (3), Minor (4) as defined in this Agreement.

For any verified error, Supplier will schedule a correction for the error in a future version, with consideration for the impact of the error on the Authorized User's use of the Software. Authorized User will be able to discuss such schedule with Supplier, including both the Customer Support Department and escalation within Supplier, for more discussion about impact and schedule. Supplier will reasonably weigh the effort and time required to correct the error with the effect of the error on Authorized User. Without limiting the foregoing, Supplier and Authorized User shall use reasonable efforts to classify reported problems and respond to Authorized User in accordance with the table set forth below.

| Priority Description | Definition | Expected Average Response Time | Expected Average Resolution Time |
|---|---|---|---|
| Critical (1) | Error or Issue that renders the Software inoperable. | 4 hours during normal business hours | Work until corrected 24x7 |
| Severe (2) | Error or Issue that results in a significant impairment of performance of the Software, and impairs essential operations. | 1 business day | Work until corrected during normal business hours |
| Major (3) | Error or Issue that has minor impact to Authorized User's business. Error that does not impact normal operation of the Software. | 5 days | Future Release |
| Minor (4) | Error or Issue that has minimal impact or no impact on Authorized User's business. | 30 days | Future Release |

**B. New Releases**

Supplier will make available online to all Authorized Users no later than the first day of general release, copies of the Software and Documentation revised to reflect any enhancements, including all new releases, upgrades, and access modes, to the Software made by Supplier, including, without limitation, modifications to the Software which can increase the speed, efficiency or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software.

**B. Coverage**

Monday through Friday, excluding State holidays, during normal business hours, provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Solution. At other times such personnel are available by beeper for emergencies.

**C. Service Levels**

Respond to and resolve with the Solution identified by an Authorized User, as specified in Exhibit G (Section 11.A, above)

**D. Software Evolution**

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at the standard upgrade price for existing customers.

**E. Escalation Procedures**

In the event that either party believes an issue is hindering performance of the obligations under this Agreement, the party may invoke the following Escalation Procedures under this provision. The invoking party will send a notice to the other party (receiving party) to the attention of the receiving party's project manager. That notice will state the issue, the position of the invoking party and the response to date of the receiving party. The receiving party's project manager shall have three (3) business days to resolve the issue with the invoking party's project manager. If the project managers cannot resolve the issue within three (3) business days, they will send the issue with all relevant documents to their managers for resolution within three (3) business days. If the managers cannot resolve within three (3) business days, the managers will send the issue to the Supplier's division president and the Agency's section head responsible for the project. The parties agree to cooperate and negotiate in good faith to resolve the issue consistent with this Agreement. If the parties are unable to reach a mutually agreeable resolution, the parties can proceed to such other remedies available to them under this contract.

**F. Remedies**

If Supplier fails to meet service levels required by a Performance Standard set forth in this Contract, Supplier will provide an invoice credit in the amount payable for service level failure. The credit will be made on the next invoice for Maintenance from Supplier to the Authorized User. The credit for a single violation shall not exceed one month of Maintenance.

**G. Solution Support Services (Maintenance) and Renewal Options**

Sixty (60) days prior to the expiration of the Maintenance Period, Supplier shall notify the Authorized User in writing of such expiration. Following such notice, the Authorized User, at its sole discretion, may order from Supplier support Services ("Maintenance Services"), including new Software releases, updates and upgrades, for a period of one (1) year ("Maintenance Period") and for an annual fee of twenty-two (22%) of the Software license fee paid by any Authorized User for then current installed base. Supplier shall notify the Authorized User sixty (60) days prior to the expiration of the Maintenance Period, and the Authorized User, at its sole discretion, may renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than four percent (4%) Cancellation of or failure to renew Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

## 12. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier's performance of an order issued, or which may be issued, pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management of a Solution to Authorized User or its Agent, which Agent may be VITA or an agent of VITA or a third party provider under contract with Authorized User. At Authorized User's request and pursuant to an order for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency in operating and managing such Authorized User's Solution. During and/or after the transition period, Authorized User may, at its sole discretion,

elect to order or continue Maintenance Services from Supplier for any of the Software or hardware components of the Solution.

## 13. ESCROW AGREEMENT

At the option of VITA or by an Authorized User, Supplier shall maintain copies of all Software source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C (Escrow Agreement). VITA acknowledges that, prior to the Effective Date of this Contract, VITA received a copy of the executed Escrow Agreement. VITA has reviewed Escrow Agreement to ensure that such Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Escrow Agreement. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of Escrow Agreement. Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth are specifically identified and listed in Attachment A to the Escrow Agreement and include the most current version used by all Authorized Users of:

- the source code for the Software,
- all Documentation related thereto as well as all available proprietary information in English, and
- technical Documentation in English which shall enable VITA, any Authorized User, or an Agent of VITA or any Authorized User to create, maintain and/or enhance the Software without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Supplier tools required to enable VITA and all Authorized Users to continue to use the Software.

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on Attachment A of the Escrow Agreement upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Supplier's breach or default under this Contract, Supplier's bankruptcy, Supplier's failure to continue to do business in the ordinary course. VITA shall pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Subject to the information and materials listed on Attachment A of the Escrow Agreement being released to the Commonwealth pursuant to the terms of the Escrow Agreement, which is an agreement supplementary hereto, Supplier hereby grants to the Commonwealth a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed hereunder, along with all related documentation.

Any Authorized User which is not a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia may require Supplier to execute an additional escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the escrow agreement. Subject to the information and materials listed in such escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User

a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed to such Authorized User, along with all related documentation.

## 14. COMPETITIVE PRICING

The combination of pricing and terms in this Contract is as favorable or more favorable as pricing and terms offered to commercial customers purchasing the same products and services offered under this Contract.

## 15. CONFIDENTIALITY

### A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

### B. Exclusions

The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

### C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

## 16. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions (each, a "Claim"

and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims arise directly from : (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, or (iii) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Solution or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Solution or any Solution component or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Solution or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Solution or Services, or any component thereof; or (b) replace or modify such infringing Solution or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Solution or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Solution. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Solution or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

**EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE CONFIDENTIALITY OBLIGATIONS HEREIN, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, MAXIMUS'S TOTAL LIABILITY TO VITA OR SUCH AUTHORIZED USER SHALL NOT EXCEED TWICE THE VALUE OF THE APPLICABLE STATEMENT OF WORK IN THE AGGREGATE FOR THE APPLICABLE STATEMENT OF WORK OR ORDER.**

**IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.**

## 17. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of $2,000,000 per occurrence.

## 18. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (http://www.vita.virginia.gov/docs/psg.cfm) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

## 19. IMPORT/EXPORT

Any product generated from any data collected, developed, analyzed, or otherwise used or obtained by Supplier pursuant to Supplier's performance of this Contract shall be considered Data Product.

Supplier shall not export or re-export any data collected, developed, analyzed, or otherwise used or obtained by Supplier pursuant to Supplier's performance of this Contract, or any Data Product, to any country, person, entity or end user subject to U.S. export restrictions. Supplier specifically agrees not to export, re-export, or download such data or Data Product: (a) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, Federal Republic of Yugoslavia, or to any national of any such country; (b) to any end-user who Supplier knows or has reason to know will utilize the data or Data Product or portion thereof in the design, development or production of nuclear, chemical, or biological weapons, or for any purpose which may, directly or indirectly, pose a security threat to the United States or its territories; or (c) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Supplier is responsible for complying with local laws in Supplier's jurisdiction, as well as all federal and state laws and regulations regarding import and export, which might impact its right to import, export, or use the data or Data Product.

In addition, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

## 20. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

## 21. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), which will consist of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee will include but not be limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

The Steering Committee will meet within thirty (30) days of the Effective Date of this Contract and will meet annually thereafter during the term of the Contract, including any extension thereto. One or more additional meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific Statement of Work issued pursuant to this Contract.

## 22. GENERAL PROVISIONS

### A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

### B. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:
http://www.vita.virginia.gov/procurement/documents/MandatoryContractTsandCs.pdf

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf are also incorporated by reference.

The terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms

and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

**C. Compliance with the Federal Lobbying Act**

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit F hereto.

**D. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**F. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

**G. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

**H. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

**I. No Waiver**

Any failure to enforce any terms of this Contract shall not constitute a waiver.

**J. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**K. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**L. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**M. Survival**

The provisions of this Contract regarding Software License, Rights To Work Product, General Warranty, Warranty and Maintenance Services (including renewal), Escrow, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**N. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

**O. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

**P. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Solution or any components thereof and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

1. Three (3) years from Software delivery or Service performance date;
2. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
3. Excludes access to Supplier cost information.

All of VITA's records or Authorized User's records with regard to the Software shall be made available to Supplier at all reasonable times at Supplier's request, and VITA or Authorized Users shall certify to the truth and accuracy of thereof.

**Q. Entire Contract**

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A Solution Requirements [To be developed from Functional and Business Requirements]

Exhibit B Solution Options List; Fees, Service Charges, and Payment Schedule [To be developed from Pricing]

Exhibit C Escrow Agreement [To be provided by SUPPLIER]

Exhibit D Statement of Work (SOW) Template

Exhibit E End User Licensing Agreement

Exhibit F Certification Regarding Lobbying

Exhibit G Service Level Agreements [Appendix D in RFP]

Exhibit H Acceptance Criteria

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract, any applicable Statement of Work, other order documents affirmed by VITA or the Authorized User

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

| Supplier | VITA |
|---|---|
| By: _____ | By: _____ |

| | | |
|---|---|---|
| Exhibit D | Statement of Work (SOW) Template | |
| X Exhibit E | End User Licensing Agreement | Omitted RKL |
| Exhibit F | Certification Regarding Lobbying | |
| X Exhibit G | Service Level Agreements [Appendix D in RFP] | Omitted RKL |
| Exhibit H | Acceptance Criteria | |

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract, any applicable Statement of Work, other order documents affirmed by VITA or the Authorized User

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier

By: Robert K. Lindsey

(Signature)

Name: Robert K. Lindsey

(Print)

Title: Director of Contracts

Date: 7/9/08

VITA

By: James T. Roberts

(Signature)

Name: James T. Roberts

(Print)

Title: Director Finance & Administration

Date: 7/10/08

Address for Notice:

11919 Sunset Hills Rd
Reston VA 20190

Address for Notice:

# Appendix A – Functional Requirements

***The acceptable codes for the Supplier Code Column are as follows:***

***B – Included in Base package. Feature can be provided "out of the box".***

***C – System can be configured (by adding fields or logic) to provide feature. Describe configuration to add feature.***

***F – Feature will be provided in a future release. State date and release number.***

***M - Modifications can be provided for an Additional Cost. Please provide a separate quote for each individual modification.***

***N – Feature cannot be provided.***

***A blank or "NA" in any box in the Supplier Code Column will be interpreted by VITA as an "N".***

| | Functional Requirements | Supplier Code | Comments |
|---|---|---|---|
| | **A. General System Capabilities** | | |
| | **A.1 Technical Infrastructure** | | |
| A.1.1 | Does your Solution adhere to the Commonwealth Enterprise Technical Architecture Standard (ETA 225-01) as defined at http://www.vita.virginia.gov/uploadedFiles/Library/ETAStandard225-00.pdf? If not, describe all points of non-compliance. | B | FleetFocus M5 complies to the standards detailed in the stated documents in as much as what can be reasonably controlled by a COTS application. MAXIMUS cannot accept responsibility for overall performance as much of that is controlled by the IT environment and network capabilities. MAXIMUS can only profess compliance for those standards which are in the direction control of the application and not circumstances or environments established, controlled and maintained by the Commonwealth. |
| A.1.2 | Ability for solution to handle a minimum of 1,500 users, minimum of 35,000 pieces of equipment, minimum of 400 locations, minimum of 100 shops; minimum of 50,000 equipment ID's; unlimited number of work orders; minimum of 500 concurrent users; maximum response time of 1 - 3 seconds statewide; unlimited number of agencies/businesses. | B | FleetFocus M5 is a scalable solution that supports several large implementations over 35,000 units and 1500 users. See recommended Hardware Configuration |
| A.1.3 | System should use Oracle as the relational database as it is highly preferred and is the VDOT Standard. Versions of RDBMS should include the current shipping versions. Additional databases may be considered, providing that Oracle is one of the offerings. | B | FleetFocus supports Oracle 10g version |
| A.1.4 | Software must employ web based user interface minimizing bandwidth requirements. IE compliant is required. | B | FleetFocus is a zero-client, browser-based application and requires Internet Explorer 6.0 or higher |
| A.1.5 | Referential integrity highly preferred. | B | FleetFocus includes built-in database level referential integrity |
| A.1.6 | System should comply with section 508 compliance as outlined by the Commonwealth of Virginia ITRM Web and Accessibility Standards and Policies. Specifically, In order to guarantee access to all Virginians, any website that is the property of the Commonwealth of Virginia should fully meet federal and state accessibility law. This requirement is to make Web content and functionality accessible to people with disabilities. If COTS package does not yet meet section 508 compliance, Supplier is to present plans for future modifications to meet compliance requirements. | B | MAXIMUS strives to meet the Standards for Section 508 compliance for Web-based Intranet and Internet Information and Applications (1194.22) and offers the following summary for FleetFocus M5:<br><br>FleetFocus M5 is compliant in the following ways:<br><br>- FleetFocusM5 does not use color as the only method used to convey information.<br>- FleetFocusM5 allows style sheets to be specified by user so the font size and background colors can be changed for increased readability.<br>- FleetFocus M5 uses both Alt or LONGDESC tags images<br>- FleetFocus M5 provides shortcut keys for buttons.<br><br>Currently, FleetFocus M5 does not support a 'screen reader' tool for the visually impaired.<br><br>As part of the ongoing effort to increase accessibility of our product to all users, MAXIMUS is pleased to work with customers to develop tools and technologies that may assist persons with individual requirements. |
| A.1.7 | Ability to utilize latest technology available (for instance - bar coding, RFID, and scanning) where feasible for technician tasks and equipment inventory management and control. | B | Tethered Bar Code scanners and mobile PDA devices equipped with scanners are fully supported and can be used to scan data into most fields. MAXIMUS is researching RFID based functions and will make these available as solutions are developed. |
| A.1.8 | System should use Microsoft IIS as the web application services engine. Additional web application services engines | B | FleetFocus is a .NET based application and requires a Windows IIS server as the application server. |

| | | | |
|---|---|---|---|
| | may be considered, providing that IIS is one of the offerings. | | |
| A.1.9 | Software should use Active Directory to provide user authentication. Additional methods of user authentication may be considered, providing that Active Directory is one of the offerings. | C | FleetFocus supports Active Directory authentication. Configuration is required to link FleetFocus with the Active Directory gateway. |
| A.1.10 | Software with capability of integrating with the ESRI suite of GIS tools to spatially enable the Fleet Equipment Management data is highly desirable. | M | FleetFocus supports that ability to accept assets current latitude and longitude location values and maintains a history table of location readings. A modification would be needed to add GIS functionality to the location tables. |
| A.1.11 | Web Services- The configuration or creation of system interfaces is to utilize web services. Describe methodology. | B | The FleetFocus Universal Integration Adapter utilizes web services to support real-time and batch interfaces. |
| | **A.2 Security System** | | |
| A.2.1 | Does your Solution comply with the standards provided in Commonwealth of Virginia (CoVa) Information Technology Security Standard SEC 501-01 (Information Technology Security Standard SEC 501-01) and Information Security Guideline SEC 507-00 (Information Technology Data Protection Guideline SEC 507-00) as defined at (URL http://www.vita.virginia.gov/library/default.aspx?id=537)? If not, describe all points of non-compliance. | B | FleetFocus M5 complies to the standards detailed in the stated documents in as much as what can be reasonably controlled by a COTS application. MAXIMUS cannot accept responsibility for overall performance as much of that is controlled by the IT environment and network capabilities. MAXIMUS can only profess compliance for those standards which are in the direction control of the application and not circumstances or environments established, controlled and maintained by the Commonwealth. |
| A.2.2 | System should contain security that will control who has access to what data for various levels of personnel within the organization depending on the type of equipment, status of the equipment, business function performed by each user (i.e. user/user-group role), authority level, location. This should be user defined and maintained. | B,F | Out-of-the box security includes the ability to restrict user access through multiple means:<br>Database – Individual table access and update capabilities can be restricted by database users using standard Oracle security capabilities This is maintained by a DBA<br>Menu – Screens can be assigned as read-only, full access, or update access. Screens not on an assigned menu are not accessible. Menus are configured to match business roles.<br>Fields – Field Security Templates allow individual fields to be restricted.<br>Company – Distinct Companies can be setup on the same instance with 100% isolation from other companies.<br>Location – Location security restricts users ability to Update records in only those locations the user is assigned.<br>Privileges – User privileges are assigned to user roles to control user's ability to perform functions within frames.<br><br>Future enhancements:<br>Department level security – will restrict user's ability to view and update records based on assigned organizations.<br>Equipment type can be managed through location assignments. |
| A.2.3 | Ability to provide audit capability by having online inquiry screens and on-request reports available in the security subsystem. | B | FleetFocus has several online query screens and reports to assist with the auditing of user, access and security settings. |
| A.2.4 | Ability to provide Transaction Change Journal to capture additions, deletions, changes, and updates. | B | FleetFocus captures all history transactions in dedicated charge and journal tables – such as: work orders, parts, labor , fuel, capital costs, etc.. The change date and user entering the transaction is captured, Debit/Credit logic is used to track all transaction edits.<br><br>Changes to master records and reference tables can be recorded using Oracle database auditing capabilities on an as needed basis. |

| | | | |
|---|---|---|---|
| A.2.5 | Ability for one user id to have access to multiple locations. | B | Users are assigned to one or more location groups of authorized locations, which can include one or all locations. |
| | **A.3 Overall Application Functionality** | | |
| A.3.1 | Consistent screen formats, screen literals, screen presentation, messages, etc. | B | FleetFocus has a standard graphic user interface based on common style sheets. This insures a consistent presentation and navigation. |
| A.3.2 | Internal edits and validations to ensure integrity, accuracy and credibility of data | B | The n-tier architecture utilizes business components to edit and validate all fields. Most edits and validations are integrated into the .ASPX pages and components, as well with the database level referential integrity to insure data accuracy. |
| A.3.3 | Ability to provide comprehensive edits/validations based on the equipment Status Code, tables data, system dates, security level of the customer, type of equipment, etc. Edits/validations to ensure business events are processed in the proper sequence. | B | The components, screens and database are integrated to apply various edits/validations and to processes to insure that all data is properly handled in the correct sequence and that all rules are applied. Standard edits and rules are applied for various field types, such as dates and based on the user's security configuration and system configuration settings. |
| A.3.4 | Ability to provide positive conformation when updates are performed successfully or unsuccessfully. | B | All successful updates are displayed in the message bar on the IE browser. Unsuccessful updates will generate an error message describing the reason the save failed. |
| A.3.5 | Ability to provide Help for each online screen. | B | All screens have a corresponding on-line help file that can be accessed directly from the screen. FleetFocus utilizes RoboHelp as its Help engine. |
| A.3.6 | Ability to provide Help for required data elements in online screens. Help should be a narrative describing the data element or the allowable values in the table. | B | Required fields are indicated by a color change and will return an error message if not properly updated. Help will describe the field s on the page and the requirements for each page. |
| A.3.7 | Ability to customize help text. | B | The RoboHelp application can be used to customize any of the help files. |
| A.3.8 | Ability for business users to customize field names, tabs, etc. | B | All field names and screen labels can be customized using the integrated language translation functionality. This also includes reports. |
| A.3.9 | Ability for business users to define values in all tables. | B | Most codes and references are user definable with the user entering the code, description, and setting attributes. All database fields have a defined format, length and other attributes. |
| A.3.10 | Ability for business users to update/maintain all tables. | B | All tables can be updated and maintained through the application or directly on the database by an authorized user. |
| A.3.11 | All table entries should have effective begin and end dates. | B | Every transaction has a change-date on the transaction. Where a history of previous values is maintained, each record contains an effective date and end date. |
| A.3.12 | Ability to independently manage multiple agencies/businesses, process equipment in different groups and categories such as Rental, Non-rental, Class Code, equipment type, etc. | B | All requirements are supported |
| A.3.13 | Ability to provide a free form text area for notes, comments, observations, warnings, etc. on each equipment id. | B | Unit records have three separate note fields: Unit Notes, Customer Notes, and WO Notes. |
| A.3.14 | Ability to provide detailed system and user documentation manuals, and training manuals - available on line. | B | MAXIMUS provides all documentation and manuals as electronic Word document files that can be customized to meet customer requirements. |
| A.3.15 | Ability to update or insert records in a batch process using data created in Excel spreadsheets or other programs | C | FleetFocus has multiple processes that support batch data updates from a delimited Excel spreadsheet using the Universal Integration Adapter. These rely on the current business components and will require the user to customize the spreadsheet to match the XML layout of the component. |
| A.3.16 | Ability to establish fiscal year and calendar year parameters | B | The Fiscal Calendar allows users to define the Fiscal Year and Fiscal period |

| | | | |
|---|---|---|---|
| A.3.17 | Ability to utilize user defined job codes or industry recognized coding schemes such VMRS for parts and labor categorizing. | B | FleetFocus fully supports the VMRS coding scheme for jobs and labor entry. |
| A.3.18 | Ability to provide a user maintained valid values system. | B | All reference codes in FleetFocus are user maintained and validated against the reference code table |
| A.3.19 | Ability to provide selection criteria for displaying work orders should also allow for wildcarding by all criteria elements. | B | All lookups support the use of wildcards to select values. |
| A.3.20 | Ability to display various codes and descriptions in sort sequence defined by user. | B | All multi-row record screens can be se sorted by any of the column headings |
| A.3.21 | Ability to collect input from AVL and GPS devices, track and manage the data. | B | Fully supports the input of data from multiple AVL or GPS devices. Data such as Lat/Long, meter readings, and engine codes can be accepted and recorded in the database. |

| | **B. Work Order Processing and Shop Resource Planning** | | |
|---|---|---|---|
| B.1 | Ability to create a work order to clearly identify the owner (Agency, Equipment Group, Operation Unit, etc.), specific types of equipment, and types of work being performed; e.g., Rental, Non-rental, Other Agency, Non-equipment and Work-In-Process, etc. | B | FleetFocus supports Unit, Component and Department work orders. Based on the configuration of the record used when creating the work order all of the requested information is available. |
| B.2 | Ability to create unique work order numbers. | B | Work Order numbers are sequential and unique. Number ranges can be designated by location. |
| B.3 | Ability to perform edits and validations specific to owner, type of equipment and type of work being performed. | B | Delivered in base FleetFocus application as described. |
| B.4 | Ability to automatically interface work order process with the Customer's Financial Management System. This is required to successfully process parts invoices, labor timesheets, commercial invoices, equipment timesheets, billings etc. *This will be a future phase. Reference A.5 for current environment.* | M | MAXIMUS has developed numerous custom financial system interfaces to pass completed repair data, labor hours, commercial costs, and part costs. |
| B.5 | Interim approach - create batch interface between this application and FMS for work orders, equipment codes, etc. | M | MAXIMUS has developed numerous custom financial system interfaces to pass completed repair data, labor hours, commercial costs, and part costs. |
| B.6 | Ability to print a work orders on-request. | B | Delivered in base FleetFocus application as described. |
| B.7 | Ability to archive and retrieve detail work order historical data for repairs for the life of the equipment. | B | Delivered in base FleetFocus application as described. |
| B.8 | Ability to change status of work orders while they are Active: Active to Suspended, Suspended to Active, etc. System should capture and maintain a history of status changes to include the user id initiating the change, system date and time, etc. | B | Delivered in base FleetFocus application as described. |
| B.9 | Ability to cancel work orders. If parts or labor costs have been charged to the work order, should have the ability to adjust or reverse charges. Maintain audit trail of cancellation with adjustments. | B | Delivered in base FleetFocus application as described. |
| B.10 | Ability to select the appropriate Repair Cause code/repair reason (maintenance, betterment, warranty, recall, preventative maintenance, etc.) for each work order. Codes should be user defined. | B | Delivered in base FleetFocus application as described. |
| B.11 | Ability to allow for the tracking of multiple repair reasons for repair per work order. Summary reporting of these reasons should also be provided. | B | Delivered in base FleetFocus application as described. |
| B.12 | Ability to retrieve and view detail historical work order data on equipment for the life of the equipment for a customer specified period of time, and based on user defined search criteria. | B | Delivered in base FleetFocus application as described. |
| B.13 | Ability to update and maintain Work Order tracking data on each work order. | B | Delivered in base FleetFocus application as described. |
| B.14 | Ability to enter and update a narrative, such as a Complaint, Cause and Correction section, on each work order. | B | Jobs that have been flagged as a warranty repair or give a warranty visit reason have separate complaint, cause, and correction notes format. Other jobs have narrative notes. |
| B.15 | Ability to utilize industry standard repair work coding scheme, such as VMRS codes and/or in house defined codes. | B | Delivered in base FleetFocus application as described. |
| B.16 | Ability to capture when repeat repairs occur (rework) based upon user defined criteria. Automatic notification that the repair is a repeat repair when creating the work order. | B,F | FleetFocus has a basic report-based rework functionality in the current versions, Plans are to add an advanced real-time repeat repair tracking function in a future release. |
| B.17 | Ability to revise rework status (e.g., a rework status to a non-rework status and visa versa). | B | Rework is designated by a visit reason and flag, which can be updated. |

| | | | |
|---|---|---|---|
| B.18 | Ability to capture time when equipment is available for operational use (for uptime/downtime calculation) based upon user defined criteria. | B | Delivered in base FleetFocus application as described. |
| B.19 | Ability to identify scheduled vs. unscheduled downtime. | B | Delivered in base FleetFocus application as described. |
| B.20 | Ability to set Fixed Labor Rates by geographic or regions of VA. Labor Rate should be in a table with effective beginning and end dates. The System should allow for the markup of labor to be controlled by user by location. Internal and external labor rates with capability to include user defined markups. | B | Delivered in base FleetFocus application as described. Markup schemes will support multiple labor rates by location, department, equipment category or company-wide |
| B.21 | Ability to create, print and maintain repair cost estimates prior to performing the work. Fixed labor rate will help with this. The System should allow for the building of a bill of materials for all job codes within a technical specification class. This bill of materials should include necessary parts and labor estimated costs. Ability to perform job estimating. | B,F | FleetFocus supports standard jobs which can include an estimated standard hours and materials list. These values are defaulted to the work order. An upcoming enhancement is billing of fixed-fee jobs. |
| B.22 | Ability to provide exception parameters to be controlled at the maintenance class level. The Systems maintenance class file should contain the following exception criteria:<br>- Repair Reason - maximum cost and number of occurrences<br>- System (engine, transmission, etc.) - maximum cost<br>- Age | B | This feature is available at the Tech Spec level. |
| B.23 | Ability to control work order spending limits based on user define criteria. | B | Each unit can have a maximum work order limit that will require supervisor approval to close the work order. Separate quote rules can also be established by department and repair reason or job. |
| B.24 | Ability to allow an optional override method when work order spending limits are exceeded | B | The system will warn a user when work order costs exceed the maximum limit and will require a supervisor with an assigned user privilege to close the work order. |
| B.25 | Ability to flag units scheduled for replacement. This will limit/prevent spending on units scheduled for replacement. | B | FleetFocus will warn users when opening a work order when a unit is flagged for disposal. |
| B.26 | Ability to set an optional warning flag to appear when a job for a warrantable item is added to a work order. | B | FleetFocus will warn when a job or part may violate a warranty constraint |
| B.27 | Ability to allow both the primary equipment and associated component(s) (mounted equipment and/or attachments) to be maintained from one common (complex) work order. The system should have the capability to allocate both parts and labor to the applicable base or associated equipment/component(s). | B,M | Out of the box, FleetFocus contains functionality to alert a user when work is pending for associated components. The user can then create a work order for the attached asset. The Availability function also contains logic to keep the availability statuses of the complex unit in-sync. Developing a single work order that allows for charges to be posted to one or more associated work orders at the same time would be a major rewrite of the work order module requiring significant expense. Whereas adding a simple link to view associated unit work orders may offer the ability to satisfy this requirement at a lower cost. |
| B.28 | Ability to display all work orders by user defined search parameters. The System should also allow the user to display work order and job detail for any work orders displayed by the use of screen buttons. This display should contain the following data elements including but not limited to:<br>- Date and time opened<br>- Date and time closed<br>- meter reading<br>- location<br>- unit number<br>- work order number<br>- job code user defined and/or VMRS<br>- job description with detailed cause, complaint, and | B | Delivered in base FleetFocus application as described. |

| | | | |
|---|---|---|---|
| | correction narrative or code<br>- job status<br>- scheduled/unscheduled (target and non-target)<br>- warranty - work unit - technician - class code | | |
| B.29 | Ability to search parameters for the display by user defined parameters such as but not limited to:<br>- Equipment ID<br>- location<br>-job code user defined and/or VMRS<br>- work order status<br>- reason for visit<br>- time to search back<br>- work order number<br>- repair cause code- job description with detailed cause, complaint, and correction narrative or code<br>- job status<br>- scheduled/unscheduled (target and non-target)<br>- warranty<br>- work unit - technician - class code | B | Delivered in base FleetFocus application as described. |
| B.30 | Ability to adjust/reopen closed work orders. | B | Delivered in base FleetFocus application as described. – Requires user privilege |
| B.31 | Ability to allow charges to closed (finished) work orders. Audit trails should be maintained for all charges to closed work orders. Should be user maintained. Determine the amount of time allowed to charge to closed work order, or if charge may be applied. | B | Delivered in base FleetFocus application as described. – Requires user privilege |
| B.32 | Ability to track the status of a work order from start through completion. Allow user defined status codes. Examples of status would be:<br>-waiting for parts<br>-waiting for labor<br>-work in progress<br>-job complete<br>-waiting for "outside repair" - waiting for shop space | B | Delivered in base FleetFocus application as described. – Job status codes |
| B.33 | Ability to enter estimated costs for repair onto a work order and allow for Supplier analysis based on the estimated costs versus actual costs. Ability to separate commercial parts and labor from in house maintenance costs | B | Delivered in base FleetFocus application as described. |
| B.34 | Ability to provide estimates to complete repairs to customers. | B | Delivered in base FleetFocus application as described |
| B.35 | Ability to charge commercial costs back to a work order. | B | Delivered in base FleetFocus application as described |
| B.36 | Ability to allow for the markup of commercial repairs to be controlled by the user. () | B | Delivered in base FleetFocus application as described – Markups are assigned by scheme configuration |
| B.37 | Ability Provide a detailed equipment maintenance history display with user defined search parameters for (but not limited to):<br>-Time to search back<br>-Work order status<br>-Job code user defined and/or VMRS<br>-Repair reason (cause code)<br>-Maintenance location<br>-Assigned location<br>-Technician<br>-Agency | B | Delivered in base FleetFocus application as described |
| B.38 | Provide a historical display containing the following details for every job within the user specified search parameters:<br>- Date opened<br>- Meter reading | B | Delivered in base FleetFocus application as described |

| | | | |
|---|---|---|---|
| | - Job code and description for that code<br>- Repair reason (accident, normal wear, PM, etc)<br>- Work Order status - Equipment ID - cause code - labor costs - parts costs - total cost | | |
| B.39 | Ability to access detailed equipment procurement specifications, equipment repair manuals, and photo/images while using the work order system. | B | Delivered in base FleetFocus application as described |
| B.40 | Capability of assigning estimated times to both preventive and corrective repair jobs. The system should have the capability to print the estimated times for each job on the work order to which the job is assigned. | B | Delivered in base FleetFocus application as described |
| B.41 | Ability to enter technician labor hours. | B | Delivered in base FleetFocus application as described |
| B.42 | Ability to store, maintain, and report labor data. | B | Delivered in base FleetFocus application as described |
| B.43 | Ability to capture labor hours for each task completed on a work order. | B | Delivered in base FleetFocus application as described |
| B.44 | Ability to define job standards or use flat rate standards. | B | Delivered in base FleetFocus application as described |
| B.45 | Ability to report actual vs. estimated performance reports by employee. | B | Delivered in base FleetFocus application as described |
| B.46 | Ability to report actual vs. standard labor hours by work code. | B | Delivered in base FleetFocus application as described |
| B.47 | Ability to view online all work in progress and work completed for the day. | B | Delivered in base FleetFocus application as described |
| B.48 | Report of all work orders open for more than 30 days. | B | Delivered in base FleetFocus application as described |
| B.49 | Ability to capture parts and labor for tasks performed without specific unit information stored in data base. E.G., other agency (individual unit records not maintained in system), non-equipment work (e.g., repairing guard rail, moving furniture etc.) | B | FleetFocus supports Department WO and requisitions that allow for labor and parts to non-fleet activities. |
| B.50 | Ability to change the charges on a work order. | B | Delivered in base FleetFocus application as described |
| B.51 | Ability to access OEM websites from WO processing screen. This will be helpful for recalls, etc. | B | OEM and external websites can be added to the user's home page or menu and accessed directly from the application without closing the session. |
| B.52 | Ability to calculate employee and shop productivity. | B | Delivered in base FleetFocus application as described |
| B.53 | Ability to determine shop staffing needs e.g., vehicle equivalency analysis. | F | FleetFocus does include a Maintenance Repair Unit on the Category Code and a future release will add a report to identify staffing requirements. |
| B.54 | Ability to provide a shop and technician planning and scheduling program. | B | Delivered in base FleetFocus application as described |
| B.55 | Ability to track Customer owned shop tools. | M | A modification will be made to allow for the use of the existing Component functionality to support tool tracking. An indicator will be added to the Component screen indicating that the Component is a tool. Components currently are tracked to a location and bin |

| | | | |
|---|---|---|---|
| | | | and can be associated to a unit. A new screen will be made to allow tools to be assign tools to employees and maintain a history of the assignments. Tool assignments can be permanent or short-term. A second modification can be made to assign tools to a work order. |
| B.56 | Ability to display future Inspection intervals (state inspection, emission inspection, etc.). | B | Delivered in base FleetFocus application as described |
| B.57 | Duplicate 586 functionality. | B | Clarification was provided to indicate that this is a preventive maintenance due summary report and FleetFocus meets the requirement. |
| B.58 | Ability to schedule transportation support services (fuel truck, wreckers, and lowboy). | B | Transportation support can be charged to the work order either as a labor or part charge or as commercial charge for costs. |
| B.59 | Ability within the Work Order System to allow the user to select any or all open work requests as jobs on the work order. | B | Delivered in base FleetFocus application as described. |
| B.60 | Ability to allow for the creation of work requests at any time in the work order process, for jobs on a work order that could not be completed. Defer work not completed to later date. | B | Delivered in base FleetFocus application as described |
| B.61 | Ability to provide a current labor display. This display should show all active employees and the specific task they are currently performing. | B | Delivered in base FleetFocus application as described |

| | | | |
|---|---|---|---|
| | **C. Tracking Equipment Assets** | | |
| | **C.1 Equipment Procurement Planning and Budgeting** | | |
| C.1.1 | Ability to plan, budget, track, and prioritize the replacement and/or addition of equipment. | B | Delivered in base FleetFocus application as described |
| C.1.2 | Ability to identify equipment eligible for replacement based on user defined criteria. | B | Delivered in base FleetFocus application as described |
| C.1.3 | Ability to enter new requests for replacement of equipment for customers at all levels. | B | Unit Requests can be created at any level. Upcoming functionality will include an approval process for unit re1uests |
| C.1.4 | Ability to create and update a Budget Date Control Table (budget year calendar) each year to improve planning and communications. This calendar is available to everyone involved in this process through on line inquiry and a printed report. | B | New units requested are assigned to a budget year and include an estimated delivery date. Users can query or report on this data to see planned deliveries |
| C.1.5 | Ability to add requests for Additional equipment. | B | The unit request functionality will support new or replacement requests. |
| C.1.6 | Ability to store all requests, protecting from deletion. Requests can be "Denied" and therefore not considered as budget items but never removed from the database. | F | A future enhancement will include an approval process that will allow users to deny requests and retain history. |
| C.1.7 | Ability to track all updates to request and maintain the statuses of each request at all levels of review. | F | A future enhancement will include an approval process that will allow users to rack requests through the approval process |
| C.1.8 | Ability to print an existing equipment request worksheet or a blank equipment request worksheet online. | F | Part of planned request enhancement |
| C.1.9 | Ability to provide a Standard Equipment Table that identified the standard features for equipment for each Class Code. (standard items and optional items.) | B | Category based equipment options |
| C.1.10 | Ability to capture and maintain a Projected Replacement Price in the Budget Year Criteria Table to project the cost of replacement and additional equipment requests. | B | Delivered in base FleetFocus application as described |
| C.1.11 | Ability to update Options available for equipment for each Class Code and Budget Cycle. | B | Category based equipment options |
| C.1.12 | Ability to request desired options for each Replacement/Additional request. | B | Category based equipment options |

| | | | |
|---|---|---|---|
| C.1.13 | Ability to enter a Category Code in each request. The category associates the request with a specific business program, effort, project, directive, initiative, etc. Valid codes are pre-defined in the Category Code Table. For District and Statewide level customers. | B | Category based equipment options |
| C.1.14 | Ability to review and approve/deny requests a second time at the Residency, District and Statewide levels using a Resubmit process. | F | A future enhancement will include an approval process that will allow users to track requests through the approval process |
| C.1.15 | Ability for system to track multiple approval levels. The system should automatically update the status of the requests based on the action taken by customers at each level of review. If customers at any level take no action and the end date on the Budget Calendar expires for their level, the request is automatically moved to a Denied Status. For example, if the end date expires on the Approval cycle at the Residency level, all requests that were not approved will automatically be reset to Denied at the Residency level. Any requests that were approved at the Residency level will be moved to a Pending status at the District level. | F | A future enhancement will include an approval process that will allow users to track requests through the approval process |
| C.1.16 | Ability to identify the budget replacement year the equipment was replaced. | B | Delivered in base FleetFocus application as described |
| C.1.17 | Ability to provide a Projected Order/Supplier Delivery Date Table by class code. | B | Delivered in base FleetFocus application as described |
| C.1.18 | Ability to consider utilization during procurement planning. | B | Delivered in base FleetFocus application as described – Utilization is a replacement planning parameter |
| C.1.19 | Ability to explain/justify why a request was approved/denied. | F | A future enhancement will include an approval process that will allow users to track requests through the approval process |
| C.1.20 | Ability for customers to have access to view and report requests from prior budget years. | B | Standard report |
| C.1.21 | Ability to project long term replacement plan. | B | Replacement Planning Module |
| C.1.22 | Ability to provide a variety of online screens and hardcopy reports with a wide range of Selection Criteria options available to customers. (i.e. category codes, status codes, class requests status). | B | Delivered in base FleetFocus application as described |
| C.1.23 | Ability to link in Equipment Procurement Planning module from the Equipment catalog to have access to a picture of the equipment being requested. | B | Fully integrated |
| C.1.24 | Ability to establish and manage to a pre-defined spending limit by operating unit. (district, residency, shop). | F,M | A future enhancement is a budget and approval process that will include the ability to track the requests for new and replacement units against an organizations budget. Modifications may be required to support multi-level budgets. |
| C.1.25 | Ability to reopen/adjust equipment procurement requests due to funds available. | F, M | A future enhancement is a budget and approval process that will include the ability to track the requests for new and replacement units against an organizations budget. Modifications may be required to allow unapproved requests to be reopened or adjusted. |
| | **C.2 Equipment Acquisition** | | |
| C.2.1 | Ability to track equipment status as it moves from one business process to another through ordering, receipt, in service and initial assignment levels. | B | Delivered in base FleetFocus application as described |
| C.2.2 | Ability to maintain a list of current equipment procurement contracts along with the associated equipment classification codes and contract effective dates. Need the ability to extract or view such data. | B | List of Values or Report to select open contracts |
| C.2.3 | Ability to maintain specifications for each equipment classification code by budget year and purchase order number. It is possible to have two different set of specs within a year for the same piece of equipment. | B | Specs can be attached to a purchase order and/or technical specification. |
| C.2.4 | Ability to record and track contract configuration controls. Ability to identify the version of a contract and link the | B | PO Number can be made to match FMS number and field for contract number can be included. |

| | | | |
|---|---|---|---|
| | contract to a purchase order and individual equipment id. Contracts are managed in FMS. Changes to contracts are made in FMS. | | |
| C.2.5 | Ability to make available requisition and purchase order information to Central Office and each district. | B | Delivered in base FleetFocus application as described |
| C.2.6 | Ability to make available purchase order data and equipment specifications to Central Office and each district. | B | Delivered in base FleetFocus application as described |
| C.2.7 | Ability to show the estimated time of payouts and make available to Central Office and districts. | B | FleetFocus will track vendor payments. Future payments can be made through a report using expected delivery date. |
| C.2.8 | Ability to maintain the budget price and the actual price of equipment. | B | Delivered in base FleetFocus application as described |
| C.2.9 | Ability to maintain a list of established Suppliers and make available to districts. | B | Preferred vendors |
| C.2.10 | Ability to track the number of pieces of equipment by status (i.e., pending, requisitioned, bid, ordered, received, deferred) by class code by budget year | B | Standard Report |
| C.2.11 | Ability to provide the status of equipment acquisition, budgeted costs, number of units per class, actual costs, percentage of budgeted cost per class code, percentage of total units at any given time for a budget year. | C | Data is available and could be viewed through a custom or configured standard report |
| C.2.12 | Ability to maintain an expected delivery date per purchase order and class code by budget year, and make available at any given time. | B | Delivered in base FleetFocus application as described |
| C.2.13 | Ability to create and maintain a forecasted equipment replacement cost for future budget years. | B | Delivered in base FleetFocus application as described |
| C.2.14 | Ability to identify units that do not meet specs and document why. | | Requirement removed |
| | **C.3 Equipment Inventory** | | |
| C.3.1 | Ability to automatically assign equipment id numbers to new equipment based on the Customer's business preferences (as example - a sequential number or numbers containing intelligence). Provide the ability to validate and verify equipment specific data/information at the appropriate customer levels. | B | Equipment numbers can be sequential or user entered. |
| C.3.2 | Ability to do mass adds/updates (cloning) on groups of equipment or individual updates on equipment specific data. Examples: equipment make/model, engine make/model, VIN number, engine serial number, door/ignition/trunk key numbers, title number. | B | FleetFocus includes a Unit Update Interface or a unit copy function. |
| C.3.3 | Ability to enter manufacturer warranty months and the warranty begin and end dates for each equipment id for multiple components (i.e. engine, transmission, etc.) | B | Delivered in base FleetFocus application as described |
| C.3.4 | Ability to delete records from equipment inventory (if the equipment id does not have any value in a cost, usage or revenue data elements). | B | Delivered in base FleetFocus application as described. Once a history is established, record cannot be deleted. |
| C.3.5 | Ability to track equipment replaced by and replacing other equipment. | B | Delivered in base FleetFocus application as described |
| C.3.6 | Ability to inventory, manage, update, report, etc. auxiliary and attached equipment (components) such as smaller engines mounted on large equipment. | B | Delivered in base FleetFocus application as described – Unit or component attachments |
| C.3.7 | Ability to identify Status codes. (include - for a final disposition called "Total Loss", temporary, new, skeleton, active, etc.) | B | Delivered in base FleetFocus application – disposal status |
| C.3.8 | Ability to update and track new meters installations and maintain historical meter readings. | B | Delivered in base FleetFocus application as described – 2 meters per asset |
| C.3.9 | Ability to enter purchase price and update equipment value based on modifications made to equipment, operational needs, etc. | B | Delivered in base FleetFocus application as described – capitalization of work order or manual entry |
| C.3.10 | Ability to add, update and remove the assignment of license plates to vehicles. | B | Delivered in base FleetFocus application as described – license and permit administration |

| | | | |
|---|---|---|---|
| C.3.11 | Ability to view the history of license plate assignments (identifies the dates this license plate was assigned to different vehicles in the past). | B | Delivered in base FleetFocus application as described |
| C.3.12 | Ability to add, update and remove the assignment of multiple mobile radios, Distance Measurement Indicator's, Cameras, AVL and GPS units to vehicles. Provide on-request reports for these assignments of these units by equipment id, operator name, location code and class code. | B | Delivered in base FleetFocus application as described – items entered and tracked as components |
| C.3.13 | Ability to enter and update the official Equipment Received Date and In Service Date separately. | B | Delivered in base FleetFocus application as described |
| C.3.14 | Ability to enter and update responsible party to whom equipment is assigned. | B | Delivered in base FleetFocus application as described |
| C.3.15 | Ability to create equipment identification numbers when both requisitions are approved and purchase orders are known. | B | A system unit number is created at the time of request and can be renumbered later |
| C.3.16 | Ability to maintain the date equipment is received; invoice data, and equipment replacement data. | B | Delivered in base FleetFocus application as described |
| C.3.17 | Ability to capture historical cost, usage, revenue, and other statistical data for month to date, year to date, and life to date. Not limited to:<br>-Work orders opened and closed<br>-Usage (miles, hours, kilometers)<br>-Labor hours charged<br>-Labor cost charged<br>-Part number charged<br>-Parts cost charged<br>-Commercial repair cost charged<br>-Type of fuel utilized<br>-Fuel cost charged<br>-Fuel quantity charged<br>-Oil cost charged<br>-Oil quantity charged<br>-Miscellaneous cost charged (fluids, etc.)<br>-Billed Amounts (chargeback revenue detail)<br>-Gain or Loss (revenue vs. expenses) | B | Delivered in base FleetFocus application as described |
| C.3.18 | Ability to track downtime at both the equipment level and shop level. | B | Delivered in base FleetFocus application as described – maintenance and operational downtime |
| C.3.19 | Ability to track work order suspend (on delay) status and amount of time, e.g., (waiting for parts, waiting for labor, work in progress, etc.). These status codes should be unlimited and user definable. | B | Delivered in base FleetFocus application as described – job status codes |
| C.3.20 | Ability to associate of an unlimited number of pieces of equipment (trailers, bodies, aerial devices welders, etc.) to a main or base equipment id. Also need unlimited number of PM schedules. | B | Delivered in base FleetFocus application as described – unit associations. |
| C.3.21 | Ability to combine costs and downtime for the base equipment and associated components and or maintain them separately. This should be user definable. | B | Delivered in base FleetFocus application as described |

| | | | |
|---|---|---|---|
| C.3.22 | Ability to set up and track new category and equipment numbering scheme for Leased/commercial rented/Supplier (hired) equipment. | B | Delivered in base FleetFocus application as described |
| C.3.23 | Ability to identify, track and report on Loaned equipment. Equipment that is assigned to one Customer location but is on loan to another, or loaned to another agency. | B | Delivered in base FleetFocus application as described – Separate owning and using department assignments |
| C.3.24 | Ability to generate Downtime Report by vehicle/equipment number. | B | Delivered in base FleetFocus application as described |
| C.3.25 | Ability to generate Downtime report by shop, department, division, program and category (type). | B | Delivered in base FleetFocus application as described |
| C.3.26 | Ability to generate Downtime reports by accounting period, fiscal year, year-to-date, and life-to-date. Also by scheduled and unscheduled downtime. | B | Delivered in base FleetFocus application as described |
| C.3.27 | Ability to generate/print an Inventory checklist to be used at physical inventory. | B | Delivered in base FleetFocus application as described – unit physical inventory |
| C.3.28 | Ability to provide on-request reports for radio assignments by district, equipment id, operator name, location code and class code | B | Delivered in base FleetFocus application as described |
| C.3.29 | Ability to authorize and track transfers and receipt of equipment. | B | Delivered in base FleetFocus application as described – Unit Assignment History |
| C.3.30 | Ability to add Distance Measuring Instrumentation, Cameras and GPS | B | Delivered in base FleetFocus application as described - Components |
| | **C.4 Equipment Life Cycle Analysis Modeling** | | |
| C.4.1 | Ability to perform Life Cycle Analysis to include Optimum Replacement Analysis (By equipment manufacturer, ID and class) | B | Delivered in base FleetFocus application as described - Replacement modeling |
| | **C.5 Disposal Of Equipment** | | |
| C.5.1 | Ability to identify equipment being prepared for disposal. | B | Delivered in base FleetFocus application as described |
| C.5.2 | Ability to identify equipment that has reached final disposition based on user defined codes. For example - Sold, Salvaged, Lost, Stolen, etc. and enter the relevant data, such as Sold Date, Sold Amount, Sold To Name, etc., to each Status code. | B | Delivered in base FleetFocus application as described – Disposal Codes |
| C.5.3 | Ability to capture the relevant data used for analysis and calculations in various reports for sold equipment. (For example - sold price by class and year model). | B | Delivered in base FleetFocus application as described |
| C.5.4 | Ability to back-out/update incorrect Disposal data. | B | Delivered in base FleetFocus application as described |
| C.5.5 | Ability to maintain equipment and related data in the system for a user defined period of time after final disposal of the equipment. | B | Delivered in base FleetFocus application as described – Unlimited history is allowed. |

| | D. Preventative Maintenance | | |
|---|---|---|---|
| D.1 | Ability for the system to automatically flag an equipment id when a PM Interval becomes due. Include attachments and/or auxiliary equipment. Should include notification to customers and clients. | B | Delivered in base FleetFocus application as described |
| D.2 | Ability to enter, update, view and print PM Tasks for each PM Interval. | B | Delivered in base FleetFocus application as described |
| D.3 | Ability to enter, view and update PM Intervals for each Class Code and/or individual piece of equipment. | B | Delivered in base FleetFocus application as described – Scheduled by MCC, task by Tech Spec |
| D.4 | Ability to establish PM Trigger criteria by specific shop location (Taylor program for individual shops). | B | Delivered in base FleetFocus application as described – MCC Location Override |
| D.5 | Ability to set PM Triggers based on time, miles/hours and/or fuel used, or oil analysis results. | B,C | Standard PM schedule parameters are Time, Usage, and Fuel use. Oil Analysis can be supported by creating a test result that if failed would trigger a PM job |
| D.6 | Ability to view online the PM status for each equipment id. | B | Delivered in base FleetFocus application as described – Unit Standard Job Query |
| D.7 | Ability to identify PM service due or overdue based on predetermined processing cycles. | B | Delivered in base FleetFocus application as described – Forecaster module |
| D.8 | Ability to reset PM Trigger values for a specific equipment id. Skip/delay PM Inspection | B | Delivered in base FleetFocus application as described |
| D.9 | Ability to create, update, view and print preoperational check list. | B | Delivered in base FleetFocus application as described – As notes or attachment |
| D.10 | Ability for system to automatically reset PM Trigger values for the appropriate PM Interval when a PM work order is completed for an equipment id. | B | Delivered in base FleetFocus application as described – Reset when PM Job completed |
| D.11 | Ability to track PM's on Commercial Rented, Leased and Contract equipment. (i.e. equipment not owned by the Customer) | B | Requires rented and leased equipment to be created as a unit in application. |
| D.12 | Ability to set location where PM is to be completed. | B | Delivered in base FleetFocus application as described – MCC Location override, unit home location |
| D.13 | Ability to capture preventative maintenance and inspections completed on time based upon user defined criteria. | B | Delivered in base FleetFocus application as described – Estimated and actual time recorded |
| D.14 | Ability for any PM scheduling for the base equipment id to take into account the PM schedule and requirements of any associated components and vice-verse. | B | Delivered in base FleetFocus application as described – PM's of associated equipment can be associated to the base unit. |
| D.15 | Ability for an unlimited number of recurring or forecasted jobs (PM, inspections, VA State Police safety inspections, emissions inspections, etc.) per equipment id. | B | Delivered in base FleetFocus application as described |
| D.16 | Ability to schedule jobs independent of each other or dependent on another. | B | Delivered in base FleetFocus application as described – Support for nested jobs |
| D.17 | Ability to maintain a work request (PM's/Jobs that have either been forecasted and are approaching their "due" window, or that were reported as needing to be performed) queue for each equipment id in the system. Upon opening a work order for an equipment id, the system should have the capability to notify the user that additional work is pending and a description of the pending work. | B | Delivered in base FleetFocus application as described. Work Request Query and Work Order Main will display pending work requests. |
| D.18 | Ability to view Preventative Maintenance Due Report and on-line inquiry by department, division and organization. The system should employ the latest push technology available to assist fleet operations in reminding their customers of PM's, warranty repairs and/or manufacture recalls. This technology should be able to work within Agency/company e-mail system (s). | B | Delivered in base FleetFocus application as described - Multiple Work Request reports and ability to email reports as needed. |
| D.19 | Ability to identify parts and/or kits required to perform preventative maintenance work. Kit information should print on the work order. | B | A bill of materials can be created on the Tech Spec Standard job to serve as part kits |
| D.20 | Ability to collect, maintain and report the results of fluid/lubricant analysis and sampling for each vehicle. | B | Test Suites can be used to create tests to capture oil analysis and other measurable samples. |

| | | | |
|---|---|---|---|
| | **E. Reporting Capabilities** | | |
| | **E.1 General Reporting Capabilities** | | |
| E.1.1 | Reporting needs include online inquiry, on-request (*ad hoc*), and scheduled batch. | B | FleetFocus utilizes the Business Objects Enterprise XI (BOExi) application as a reports server and supports all of the requirements described. |
| E.1.2 | Ability to identify, view, print and distribute reports to remote customer locations easily. | B | BOExi facilitates the distribution of reports to user groups or any printer on the network. Reports can also be emailed. |
| E.1.3 | Provide tools/ability to manipulate, organize, export, and present data in the form of a report, graph, chart, Excel spreadsheet, Access database, flat file, PDF format, etc. Utilize current electronic communication systems to share data, reports, and notifications. | B | All reports are written using Crystal Reports and support all of the requirements described. The BOExi platform supports the emailing of reports via SMTP and can export reports in multiple formats to include PDF, XLS, DOC, TXT, CSV, XML |
| E.1.4 | Ability to provide an online report definition/description with ability to display purpose of report, description of each column, data elements on the report, formulas used for calculations, control breaks, frequency, sort sequence, totals by, selection criteria, etc. | B | MAXIMUS provides an online reports guide describing each report and displaying report examples |
| E.1.5 | Ability to provide summary reporting of status for analytical and management purposes should also be provided by the system. | B | Includes 200+ Standard Reports, plus online dashboards and trend analysis reports. |
| E.1.6 | Ability for business users to have access to view and report information archived from prior fiscal years. | B | Reports can be archived and many reports can report on past historical data. |
| E.1.7 | Ability for all users of the system to inquire and print table's data and information based upon his or her security level. | B | Can be supported through ODBC and Database security roles. |
| E.1.8 | Ability to define and maintain performance reporting measurements and criteria for all processes (i.e. work orders, PM's, rework, downtime, etc.). | B | Supported using user defined reporting filters, dashboards and/or performance statistics |
| E.1.9 | Ability to access any data field within the database for reporting and file creation. | B | All fields can be reported using a standard report writer such as Crystal Reports |
| E.1.10 | Ability to save *ad hoc* report parameters and formats for reuse. | B | User defined standard report configuration can be saved as Report Parameters and recalled for future use. Ad-hoc reports can be saved using a third-party application such as Crystal Reports. |
| E.1.11 | Ability to support multiple subtotal fields. | B | Most standard reports support multiple group levels creating line and page sub-totals |
| E.1.12 | Ability to generate report fields utilizing mathematical computations. | B | Formula fields can be created with a third-party reporting application such as Crystal Reports. |
| E.1.13 | Ability to support of Structured Query Language (SQL) queries. | B | SQL is supported |
| E.1.14 | Ability for business user to develop scheduled batch reports. | B | With BOExi reports can be scheduled |
| E.1.15 | Ability to provide industry recognized standard reports. | B | FleetFocus includes over 200 standard reports |
| E.1.16 | Ability to run reports in scheduled batch processing mode, unattended. | B | Once scheduled reports can be monitored or will return when completed to the user selected destination. |
| E.1.17 | Ability to perform trend analysis. | B | The Performance Statistics and Measures module supports ability to monitor trends in over 50 different measures. |
| | **E.2 Management Reporting** | | |
| | *** Supplier to provide comprehensive listing of reports available within the application for each major business function. Provide definition of purpose and benefit of each report.** | | MAXIMUS will provide an electronic copy of the most current M5 Reports Guide. |
| **E.2.1** | **Ability for system to produce the following reports to track the performance of vehicles, shops, business units, technicians, and/or users.** | B | FleetFocus provides over 200 standard reports. All reports are written using Crystal Reports. Reports can be configured or customized to match data field requirements by the client or MAXIMUS. |

| | | | |
|---|---|---|---|
| E.2.1.1 | Performance of individuals against job standards. | B | Labor Job Analysis |
| E.2.1.2 | Employee activity reports for selected time periods, showing employee regular time and overtime hours, direct and indirect labor. (Organized by district, shop, employee). | B | Labor Time Sheet, Labor Full Journal, Labor Direct Journal, Labor Indirect Journal, |
| E.2.1.3 | Summary of activity reports comparing scheduled repairs vs. emergency or non-scheduled repairs. | B | WO Aging Report, WO Closed Analysis, WO Reason Report |
| E.2.1.4 | Reports summarizing equipment maintenance by reason for repair. | B | Multiple Unit and Work Order repair reports can be organized by repair reason. Unit Reason Summary, Unit Job Reason, Work Order Reason |
| E.2.1.5 | Summary report, for selected period, showing equipment downtime, by reason for repair. | B | Unit Downtime |
| E.2.1.6 | Report on total downtime by department/cost center and unit including actual labor repair hours vs. total unit downtime. | B | WO Age and Closed Analysis |
| E.2.1.7 | Report on total downtime by type and/or class. | C | Data is available and a report can be configured to support the requirement |
| E.2.1.8 | Daily report on availability of equipment by type and/or class (measured by determining number of units with active work orders as a percentage of total units, at a given point in time). | B | Unit Availability Reports |
| E.2.1.9 | Reports availability by exception to user defined criteria in units falling below a defined availability percentage or below a defined mean time between repairs, over a defined period of time. | C | Data is available and a report can be configured to support the requirement |
| E.2.1.10 | Reports summarized mean time for repair by equipment type and/or class, downtime and by system/component or work accomplished code. | C | Data is available and a report can be configured to support the requirement |
| E.2.1.11 | Reports summarizing mean time between failure of failed parts or components. This report will differentiate the "main time to failure" of the different proposers for each functional part. | C | Data is available and a report can be configured to support the requirement |
| E.2.1.12 | Historical reports of specific unit and failures/replacements. | C | Data is available and a report can be configured to support the requirement |
| E.2.1.13 | Detailed equipment accident report | C | Data is available and a report can be configured to support the requirement |
| E.2.1.14 | Road call detail report for user selected period showing the system failure causing the road call, plus an activity summary by system failing. | C | Data is available and a report can be configured to support the requirement |
| E.2.1.15 | Trend reports for each day and each month showing percent change(+/-) from previous period, including:<br>a) By Department and Employee: total number of work orders completed, and total unit callbacks.<br>b) By cost of each work order completed.<br>c) By department, total number of units that were delayed due to parts unavailability. | C | Data is available and a report can be configured to support the requirement |
| E.2.1.16 | Total Direct vs. Indirect labor, overall. | B | Labor Productivity and Labor Productivity Summary |
| | E.2.1.17 Reports that will show the status of special maintenance campaigns, that is: which equipment has been treated, which are left to do, total costs put into the campaign. | C | Work Requests Report – selected by campaign |
| E.2.1.18 | Total repair cost analysis for each unit, for selected period, organized by the "failing system" within the unit. | C | Data is available and a report can be configured to support the requirement |
| E.2.1.19 | Total repair cost analysis for last period detailed by individual piece of equipment and reason for repair. (e.g. management decisions, outside influences, accidents, other reasons). | B | Repair by Reason. Location Reason |

| | | | |
|---|---|---|---|
| E.2.1.20 | Detailed transaction audit trails are saved and available to users, for reporting by Equipment Number, transaction date, department, and user. Transactions journalized in these tables are changes to the unit master file, changes to a units utilization meter, and adjustments to inventory quantity or price. | C | Multiple reports: Meter Journal, Parts Journals, Unit Assignment History, Unit Status History. Data is available and a report can be configured to support the requirement |
| **E.2.2** | Ability for system to produce the following cost reports: | B | FleetFocus includes over 200 standard reports that report on all costs included in the system. Where a standard report does not include the specific data points requested, MAXIMUS can reconfigure a report or develop a custom report to match the fields required. |
| E.2.2.1 | Detailed cost reports, showing each work order and total labor hours and labor charges, parts charges, outside proposer charges, and work order total, downtime organized the following ways:<br>a) Work Order<br>b) Shop and/or location<br>c) Equipment type and/or maintenance class<br>d) Department/Cost Center<br>e) Equipment ID<br>f) Manage tire costs or provide Tire Management Program | C | Multiple Work Order and Unit reports can support this requirement. Tires are captured as a part cost and can be tracked using the ATA System code or part numbers. Data is available and a report can be configured to support the requirement |
| E.2.2.2 | Cost per utilization unit (miles/hours analysis monthly, year to date, life to date reports, including:<br>a) Fuel Cost<br>b) Consumption (miles/gallon)<br>c) Maintenance Costs:<br>(1) Routine<br>(2) PM's<br>(3) Accidents (breakdown between preventable and unpreventable), Customer responsibility vs. Accounts Receivable (3rd party) responsibility.<br>(4) Other<br>d) Total Maintenance Cost/Mile & downtime<br>e) Total Operating & Ownership<br>f) Manage tire costs or provide Tire Management Program | C | Multiple Cost Per Utilization reports are available. Data is available and a report can be configured to support the requirement |
| E.2.2.3 | Ability to track overhead costs | C | Overhead costs charged as indirect costs can be tracked and reported. Multiple indirect journals are available. Data is available and a report can be configured to support the requirement. |
| E.2.3 | Ability for system to produce the following trend analysis reports: | B | FleetFocus includes the optional Performance Statistics and Measures module that supports the periodic analysis of over 50 standard measures and 200 individual data factors. The module allows users to analyze measures by class, location and fiscal period, with the ability to drill down through 3 levels of locations groupings. Standard reports support 12 month trend report and the ability to compare two measures over the same time frame. |
| E.2.3.1 | Trend reports report the measure for the current month and the preceding twelve months, and compare the current month as a percentage compared to same month last year. | C | Data is available and a report can be configured to support the requirement |
| E.2.3.2 | Trend reports can also report the selected measure as annual costs, showing the current year-to-date compared to all previous years totals, and as a percentage of the prior years total. | C | Data is available and a report can be configured to support the requirement |
| E.2.3.3 | Maintenance, downtime, & repair costs by cost category and subcategories. | C | Data is available and a report can be configured to support the requirement |
| E.2.3.4 | Maintenance and repair costs by cause:<br>a) Routine<br>b) PM's<br>c) Accidents<br>d) Other | C | Data is available and a report can be configured to support the requirement |

| | | | |
|---|---|---|---|
| E.2.3.5 | Maintenance and repair costs by system/component and/or task accomplished | C | Data is available and a report can be configured to support the requirement |
| E.2.3.6 | Labor hours | C | Data is available and a report can be configured to support the requirement |
| E.2.3.7 | Fuel costs and consumption, by type of fuel | C | Data is available and a report can be configured to support the requirement |
| E.2.3.8 | Utilization | C | Data is available and a report can be configured to support the requirement |
| E.2.3.9 | Each of these reports can be organized in the following manner by:<br>a) Unit b) Department/Cost Center c) Class and/or Type d) Age e) Utilization f) Shop and/or domicile g) Downtime | C | Data is available and a report can be configured to support the requirement |
| E.2.4 | Ability to report cost (over a user defined specified period of time) as a function of total operating, maintenance or ownership. Costs can also be reported as a function of cost categories and sub-categories in the following forms: 1. Cost per utilization measure (cost per mile, cost per hour) 2. Cost per vehicle 3. Cost per class and type<br>4. Cost per customer department/cost center 5. Cost per model year, make model, miles per gallon | C | Data is available and a report can be configured to support the requirement |

| | | | |
|---|---|---|---|
| | **F. Interfaces** | | |
| F.1 | Ability to exchange data with Financial Management System (FMS). This includes table updates. Data that is currently exchanged between existing EMS and FMS occurs with: a) receipt of and disposal of equipment b) addition or removal of a class code c) addition or update of a class code rate d) addition or removal of a location code e) moving of equipment to another location f) opening or closing a work order etc. | M | MAXIMUS has developed a number of fixed asset system integrations:<br>A) MAXIMUS can either create a new asset record from the data provided by FMS along with established defaults. MAXIMUS also has the capabilities to allow FleetFocus to determine the replacement of vehicles and create a skeleton asset procurement record which can be updated once the vehicle is "received" in FMS. Typically, since the fleet system requires more specific vehicle details, typical integrations of this nature have an established "ordered" record in the fleet system and upon receipt of a purchase order in the FMS system, the integration activates the asset in Fleet.<br>B) FleetFocus contains comprehensive disposal functionality including the ability to "flag" a unit for a planned disposal so as not to perform excessive maintenance for that particular vehicle. The disposal process contains various phases complete with user-defined statuses. This information can be interfaced from the FMS system to capture required status updates.<br>C) FleetFocus contains several user-defined class codes that can be used for various reporting requirements can be be integrated with any class code information coming from the FMS system. In addition, FleetFocus contains an integrated "billing" process with defines what charges assessed to the unit are charged-back to a specific entity. The FleetFocus Billing Code assigned to "classes" of assets controls this definition of the charge-back policies. MAXIMUS will develop an integration to accept revisions to class code information coming from the FMS system to any of the existing FleetFocus class code structures. Within the definition of the FleetFocus Billing Code is the ability to assign charge-back rate fees for either monthly, weekly or daily time allotments. In addition, an additional usage charge can be assessed. These charge-out rates are effective-dated can be updated through an integration from the FMS system. Furthermore, FleetFocus contains various levels of mark-up and labor rate schemes to allow VDOT to assign different rates according to specific structures with the application such as the owner/user of the asset or by the repair location.<br>D) FleetFocus contains several different location codes that can be mapped to the associated value from the FMS system including a maintenance, parking and fueling location. FleetFocus contains a "using" entity (default term a "department") which signifies the user entity of the asset. In typical implementations, the experience of MAXIMUS includes the |

| | | | |
|---|---|---|---|
| | | | mapping of this FleetFocus structure to the "location" from FMS.<br>E) The FleetFocus using entity assignment is effective dated to allow historical tracking of the asset "location" assignment. MAXIMUS would develop an integration between the FMS system and FleetFocus to update this association.<br>F) FleetFocus contains an extensive Work Order module complete with both real-time and after-the-fact repair tracking incorporating all maintenance costs. Every work order can be described as either Open, Completed or Closed. MAXIMUS will develop an integration which can provide for the creation of a work order from the FMS system assuming the proper defaults can be determined. |
| F.2 | Ability to accept parts and labor information from the Financial Management System. For example, currently all parts cost and labor transactions are initially entered into FMS. FMS processes and approves parts and labor transactions each day and collects these transactions into a file that is sent to EMS. This daily parts and labor transaction file is used by EMS each night to update Repair History. | M | The FleetFocus Work Order module contains functionality to support the issuing of parts and labor for a work order. In addition, FleetFocus also contains the ability to issue parts directly to a unit. MAXIMUS can create integration to either issue parts directly to the asset or develop associations to the Work Order module. In the experience of MAXIMUS, this integration should be associated with the Work Order module to enable the full complement of work management and asset repair reporting. |
| F.3 | Ability to accept 'all cost' data from FMS. Currently the existing EMS application, on a monthly basis, receives a transaction file from FMS that contains cost, usage and revenue data. The data is used to update the EMS equipment records. | | Pending the specific integrations for FleetFocus at VDOT, this integration may not be required. FleetFocus contains a full Billing/Charge-back module that produces, according to the assigned Billing code and rate information, the associated billing costs for all assets for the month. This information is separate from the actual asset repair and operating costs to provide VDOT with a cost of ownership, or revenue for the asset. |
| F.4 | Ability to accept meter mileage/hours data from FMS. The current EMS application receives rental hours and the latest meter readings from FMS and uses this data to update the meter reading data. | M | FleetFocus journals all meter advancements regardless of their origin. MAXIMUS would develop integration from FMS to the expressed purpose of accepting usage/meter readings and update the associated asset. |
| F.5 | Ability to accept fuel transaction data from the Automated Fuel Management Program (AFMP). This includes equipment id, fuel used and odometer reading and/or hours. Commodities (future -integrated). | M | FleetFocus has a standard fuel interface function that allows for the creation of fuel transactions based on the electronic download of transactions from a fuel management system. This interface will not be required once the integrated FuelFocus system is installed. |
| F.6 | Ability to send data to AFMP. Examples: data such as equipment id (if that equipment has a fuel type of gas or diesel); when repair location changes; when equipment is disposed. | N | Because of the MAXIMUS proprietary fuel system, FuelFocus, MAXIMUS is prohibited from providing integration to any competing fuel system. MAXIMUS will assist VDOT with identifying the source of this information. This interface will not be required once the integrated FuelFocus system is installed. |
| F.7 | Ability to provide equipment related information to the Virginia Operational Information System (VOIS). When EOC (Emergency Operations Center) personnel need the latest equipment information, they access an On-Request command in the current EMS system to obtain this information. This On-Request command immediately creates a flat file of the requested data to upload into the VOIS system and update their files. | B | MAXIMUS can provide both an integration of this nature or VDOT can also utilize the many avenues provided to create ad-hoc reports through the standard FleetFocus List of Values options or through the ability to screen list copy/cut/print option. If VDOT chose the latter, there would be no charge for this integration. |
| F.8 | Ability for Asset Management System to access equipment related information within new Equipment Management System. | M | Because of the web-based architecture, FleetFocus can be configured to provide direct access through specific screen access points for equipment information or |

| | | | |
|---|---|---|---|
| | | | integration can be developed. In addition, FleetFocus contains various ad-hoc points and imbedded functionality which provides VDOT with the capabilities to generate asset specific "lists" of data using standard windows software tools such as Excel. |
| F.9 | Ability to provide authorized third party parts management Supplier a file containing equipment related data. For example, additions and deletions of equipment; location changes. For parts inventory purposes. | M | FleetFocus contains various ad-hoc points and imbedded functionality which provides VDOT with the capabilities to generate asset specific "lists" of data using standard windows software tools such as Excel. These lists can then be provided to any authorized third party vendor for the purpose of inventory management. Alternatively integration could be developed to automatically update the vendor's inventory electronically. MAXIMUS has developed similar integrations for NAPA and SAGE. |
| F.10 | Ability for authorized third party to use the new Fleet Equipment Management Information System, or provide Customer interface file. | B | FleetFocus contains a Customer Portal such that VDOT can provide limited description based access to authorized third parties for the purpose of reviewing data within FleetFocus. As noted previously, FleetFocus contains various ad-hoc points and imbedded functionality which provides VDOT with the capabilities to generate asset specific "lists" of data using standard windows software tools such as Excel. |
| F.11 | Ability to interface with Employee Records System. | M | FleetFocus contains an Employee Records module. MAXIMUS will develop integration with the current Employee Records System to create/update employee information in FleetFocus. It is assumed that the Employee Records System will be the system of record and information will flow to FleetFocus. |
| F.12 | Interface Requirements- If requested by the Customer the supplier shall develop a detailed plan outlining the development and scheduled implementation of each specific interface. | M | Included in the proposal attachments is a mapping of the current FMS tables to the FleetFocus application with some comments and questions regarding typical integrations. MAXIMUS will use this document as the basis for developing detailed integration specifications. |

| | | | |
|---|---|---|---|
| | **G. Parts Management** | | |
| G.1 | Ability to provide fully functional Parts inventory and management module. | B | FleetFocus includes an integrated parts inventory management module that supports all aspects of inventory operations. Parts issued through the module will be automatically posted with cost to the work order or unit. |
| G.2 | Ability to track and report replacement parts and components by OEM and OEM equivalent part number. | B | A central parts catalog is organized by master part number and an unlimited number of cross references can be associated to each master number. |
| G.3 | Ability to provide a tamper proof process to determine parts delivery performance. | M | MAXIMUS has developed interfaces to systems operated by a third-party parts suppliers, including NAPA and Sage. These allow for parts issued by the supplier to be entered in repair history and updates the vendors inventory. A modification would be required to establish an request/ordering process to track the time from request to delivery. |

| | | | |
|---|---|---|---|
| | **H. Accounting** | | |
| | **H.1 Accounting (Cost/Usage/Revenue)** | | |
| H.1.1 | Ability to define, capture, and store multiple accounting codes to provide current FMS with correct data. | B | FleetFocus supports the requirement as described. – Direct Account Codes |
| H.1.2 | Ability to provide internal edits and validations to ensure integrity, accuracy and credibility of data. | B | All referenced values are validated |
| H.1.3 | Ability to automatically re-compute monthly depreciation amount when the equipment Purchase Price and/or Life Years is changed. (if not fully depreciated). | B | FleetFocus supports the requirement as described |
| H.1.4 | Ability to automatically compute the Residual Value amount when equipment is "Received". | B | FleetFocus supports the requirement as described – as a fixed amount or percentage of purchase price |
| H.1.5 | Ability to automatically re-compute Residual Value amount when the equipment Purchase Price is changed. | B | FleetFocus supports the requirement as described |
| H.1.6 | Ability to automatically maintain the history of all net changes in value and the date when the Purchase Price is changed for an equipment id. (Inventory mandated). | B | FleetFocus supports the requirement as described – Unit Capital Journal |
| H.1.7 | Ability to maintain in-house labor costs (this is labor for technicians in the repair shops) and commercial labor costs, and Operator labor costs (The Operators of the equipment perform some minor maintenance tasks and we want to capture those labor charges in a separate data element.) | M | FleetFocus supports labor rates by Employee, Location, Category or Department. A modification would be required to maintain a labor rate by vendor |
| H.1.8 | Ability to compare actual labor charges to flat rate charges. | B | FleetFocus supports the requirement as described – Standard report and visible on work order |
| H.1.9 | Ability to differentiate and track regular time versus overtime. | B | FleetFocus includes a shift and payroll module that can capture regular and overtime labor costs |
| H.1.10 | Ability to re-compute Residual value of equipment annually. | B | Residual values are recalculated each period based on a change in any of the values used in the depreciation calculation: Capitalized Cost, Term, Salvage Value, Book Value. |
| H.1.11 | Ability to maintain Salvage Value Percentages by effective begin and end dates at each equipment category level. | M | FleetFocus contains the ability to establish Salvage Value Percentages on an Equipment Category or assigned at the Equipment level. These Salvage Value Percentages are typically based on yearly information and associated with the replacement costs for that year of the asset. MAXIMUS can create a Salvage Value effective date table but would need to understand the factors to associate the effective date with; i.e. purchase of the vehicle, expected life, estimated disposal date? |

| | | | |
|---|---|---|---|
| H.1.12 | Ability to calculate cost of ownership by individual equipment ID. | B | FleetFocus supports the requirement as described |
| H.1.13 | Ability to calculate cost of operations (fuel, parts, labor, insurance, etc.) by individual equipment ID. | B,F | FleetFocus supports the requirement as described with the exception of insurance costs. These can be entered as miscellaneous costs. Plans are to add support for other external costs in a future life-cycle module |
| H.1.14 | Ability to calculate salvage value based upon user defined criteria. | B | Users can enter salvage value by unit. System will update depreciation calculations with any change. |
| H.1.15 | Ability to calculate residual value based upon user defined criteria. | B | Users can enter residual value by unit. System will update depreciation calculations with any change. |
| H.1.16 | Ability to provide accounting information (fuel, parts, labor, revenue, miles/hours used, replacement fund, depreciation, residual value, chargeback (rental system), etc.) on a per equipment/component basis. | B | FleetFocus supports the requirement as described. Billing Module can be used to pass the costs as described. |
| H.1.17 | Ability to distribute overhead costs to individual pieces of equipment as user defined. | B | FleetFocus supports the requirement as described and includes an Indirect Allocation Program |
| H.1.18 | Ability to identify selected shop tasks as either routine (target) or non-routine (non-target) and can include or exclude these tasks from the annual calculation at the users discretion. | B | FleetFocus supports the requirement as described. Job Visit Reasons |
| H.1.19 | The equipment accounting record should contain the following data elements but not limited to:<br>-billing account (a minimum of 32 characters )<br>-rental/rate code<br>-asset number (equipment id)<br>-maximum work order cost<br>-purchase order number<br>-requisition number (minimum of xx characters)<br>-agency code/account number | B | FleetFocus supports the requirement as described. |
| H.1.20 | The replacement fund portion of the equipment ID accounting record should contain the following data elements but not limited to:<br>-period contribution<br>-fund account number<br>-fund status<br>-estimated replacement cost<br>-periods contributed<br>-expected life<br>-periods depreciated | B | FleetFocus supports the requirement as described. |
| H.1.21 | The depreciation portion of the equipment ID accounting record should contain the following data elements but not limited to:<br>-depreciation status<br>-depreciation type<br>-purchase amount (by chassis, by body/equipment)<br>-depreciation account number<br>-depreciation periods left<br>-salvage value<br>-salvage percentage (salvage value as a percentage of purchase amount)<br>-current period depreciation<br>-adjustment<br>-capitalized cost adjustment<br>-accessories cost | B | FleetFocus supports the requirement as described. |

| | | | |
|---|---|---|---|
| H1.22 | The sale information portion of the equipment ID accounting record should contain the following data elements but not limited to:<br>- date of sale<br>- sale number<br>- amount (proceeds from sale)<br>- expenses (expenses incurred related to the sale of the unit, repairs, auction fees, etc.)<br>- sale type (e.g. external auction including Supplier name, salvage)<br>- sold by<br>- sold to<br>- net proceeds of sale after depreciation (purchase price – LTD depreciation - salvage value + sale price) | B | FleetFocus supports the requirement as described. |
| H.1.23 | Ability to provide estimated market value for a piece of equipment. | B | FleetFocus supports the requirement as described. Current Book Value. BlueBook or other sale value can be inputted. |
| H.1.24 | Ability to track shop operational and overhead costs vs. revenue. | B | Supported thru use of billing module |
| H.1.25 | Ability to maintain history of cost, usage and revenue data in order to provide MTD, YTD, LTD information. Done on the last day of each month. | B | FleetFocus supports the requirement as described. Calculated in real-time and upon execution of end-of-period program. |
| H.1.26 | Ability to maintain history of depreciation data in order to track MTD, YTD and LTD depreciation totals | B | Unit Capital Journal and Unit History. |
| H.1.27 | Ability to generate reports based on a 13 period (year + one month) or monthly accounting cycle. | B | Support 12 or 13 period accounting cycles |
| H.1.28 | Ability to set up a July 1 to June 30 fiscal calendar. | B | User defined fiscal calendar |
| H.1.29 | Ability to generate an Income and expense reports by vehicle/equipment number. | B | Supported thru use of billing module |
| H.1.30 | Ability to generate an Income and expense reports by class code including average expense for class. | C | Can be accomplished using the billing module and standard report |
| H.1.31 | Ability to generate an Income and expense reports by repair facility, department, division and program. | C | Can be accomplished using the billing module and standard report |
| H.1.32 | Ability to generate all Income and expense reports by accounting period, year-to-date and life-to-date. | C | Can be accomplished using the billing module and standard report |
| H.1.33 | Ability to generate a Cost per hour report based on user defined criteria by vehicle/equipment number. | C | Can be accomplished using the billing module and standard report |
| H.1.34 | Ability to track non-fleet costs. | B | Supported thru use of billing module and indirect cost allocations |
| H.1.35 | Ability to generate a Cost per hour report miles/gallons based on user defined criteria by vehicle/equipment number and class code. | C | Can be accomplished using the billing module and standard report |
| H.1.36 | Ability to automatically calculate vehicle depreciation. | B | FleetFocus supports the requirement as described. Calculated in real-time and upon execution of end-of-period program. |
| H.1.37 | Ability to calculate vehicle replacement based on user defined criteria. | B | FleetFocus supports the requirement as described. Calculated in real-time and upon execution of end-of-period program. |
| H.1.38 | Ability to generate consumables (Fuel, oil, tires, spark plugs, etc. by a user defined menu) report by vehicle/equipment number. | C | Data is available and can be generated using a custom or configured report |
| H.1.39 | Ability to generate consumables (Fuel, oil, tires, spark plugs, etc. by a user defined menu) report by class code. | C | Data is available and can be generated using a custom or configured report |
| H.1.40 | Ability to generate Depreciation report by vehicle/equipment number. | B | Unit Depreciation and Capital Journal Reports |
| H.1.41 | Ability to generate Depreciation report by department, division and organization. | B | Unit Depreciation and Capital Journal Reports |
| H.1.42 | Ability to generate report of Fully depreciated vehicles still in service. | B | Unit Depreciation and Capital Journal Reports |

| | | | |
|---|---|---|---|
| H.1.43 | Ability to generate Accident and damage repairs report by vehicle/equipment number. | B | Repair By Reason |
| H.1.44 | Ability to generate Warranty repairs report by vehicle/equipment number. | B | WO Warranty Violations, Unit Warranty |
| H.1.45 | Ability to generate report of Equipment Replaced but not sold | C | Data is available and can be generated using a custom or configured report |
| H.1.46 | Ability to generate report of Equipment Sold but not replaced. | C | Data is available and can be generated using a custom or configured report |
| H.1.47 | Ability to forecast and prepare an annual operating budget using historical data (cost of fuel, parts, labor, overhead, and depreciation) and projections (e.g. opening a new shop, fuel costs, in band adjustments for technicians) | C | Data is available and can be generated using a custom or configured report |
| H.1.48 | Ability to identify and report overhead costs spent for other agencies work, operating unit charges (not charged to equipment), charges for misuse and abuse of equipment. | C | Data is available and can be generated using a custom or configured report |
| H.1.49 | Ability to create a direct charge number for purchases made outside normal procurement process (i.e. purchases made on a credit card outside of the system). Eliminate the need to create a dummy requisition for these purchases. | B | FleetFocus contains the capabilities to purchase using a procurement card without the need for a requisition. This functionality will eliminate the need for a "dummy" requisition. |
| | **H.2 Chargeback Rate Program** | | |
| H.2.1 | Provide an Automated Chargeback Rate Calculations and billing program. | B,M | FleetFocus includes an integrated Billing Module that supports multiple charge-back configurations, including Leased vehicles (daily, hourly or period rates with or without usage). Maintenance costs with or without markups. Fuel costs with or without markup. Cost per Use charges. Motor Pool with hourly, daily, weekly or monthly rental rates.<br>A modification is required to automatically calculate rates. This will require an understanding as to the types of rates being charge and the methodology for calculating the rates. |

| | | | |
|---|---|---|---|
| | **I. Warranty and Recall Campaign Management** | | |
| | *** Warranty requirements apply to equipment, components, and parts.** | | |
| I.1 | Ability to provide multiple In-Service dates for component warranties. (i.e. Transmission - Engine - Axles- Emissions). | B | Component warranties begin when the warranty is created and will support after-market warranty |
| I.2 | Ability to accept multiple warranty payments from different Suppliers. i.e. component warranties and base vehicle warranties. i.e. by date, by class, by W.O | B | Warranty claims can be processed from any vendor |
| I.3 | Ability to identify all warranted equipment | B | Warranty repairs are flagged on work order |
| I.4 | Ability to identify warranted equipment - remaining time on warranty. | B | Standard Report |
| I.5 | Ability to change warranty start dates. | M | Warranties can be set in the system to start on Arrival, In-Service or Manufacture date. Changing dates would require a recalculation of the warranty terms or previous uncovered jobs could be ignored. A modification would be required to support this. |
| I.6 | Ability to identify warranty work orders (open, closed, susp) - to view statewide. This should allow ability to create work orders for both current and past activity- regardless of status - at least through the current year. | B | Work Orders can be queried by status. Work Orders can be backdated. |
| I.7 | Ability to capture and store purchase date, install date, failure date for parts warranty. (OEM original equipment parts, factory replacement parts, will-fit, etc.) | C | This would required tracking warranty parts as serialized parts to maintain a unique history of purchase date, install date and failure date. Install and failure dates are captured by job code and part number. |
| I.8 | Ability to record multiple parts warranties on all parts - new & replacement. | B | Parts can be flagged as having a warranty and default warranty terms setup. Parts can also be designated as new, used or rebuilt. When a warranty part is issued the |

| | | | |
|---|---|---|---|
| | | | user can accept the default values or enter new values for that vendor. |
| I.9 | Ability to accept parts & labor information - at no cost. i.e. Supplier warranty repair - repair history - no cost. | B | Parts and labor can be recorded at no cost. |
| I.10 | Ability to review all parts and labor charges to warranty work orders. | B | Warranty Claim allows review of charges by part and labor. |
| I.11 | Ability to view warranty parts and warranty labor separately. | B | Warranty Claim allows review of charges by part and labor. |
| I.12 | Ability to determine warranty claim filed by work order - i.e. field required on work order to denote claim entered. This would allow determining if a claim has been filed for a warranted condition without having to look in some other system. | M | Warranty Claim allows review of charges by part and labor. Claims are linked by Work Order number. Upon completing a work order, the user can be redirected to the Claim Manager. Adding an indicator to the work order that a claim has not been filed would require a modification. |
| I.13 | Ability to determine warranty claim paid by work order - i.e. field required on work order to denote claim paid. This should be an automated process - i.e. linked through the claim management software. | B | Warranty Claims have multiple statuses: Claimed, Negotiated, Invoiced and are tied to a work order. Once paid the work order is automatically credited with the claim amount. No indication is on work order – other than credit, but status is tracked through the Claims process. |
| I.14 | Ability to link related commercial warranty repair data to original work - i.e. sublet labor/parts. (For example, a windshield installed by a third party). | B | All claims are filed against a work order and job and costs credited to the same work order and job. |
| I.15 | Ability to accept warranty credits against original warranty work orders - i.e. warranty credits received (GM, etc) against "Closed" W.O; currently can not reopen a work order to apply this credit. (Match the credit to the work order in the Equipment system, not necessarily in the Financial system.) Need to track credits that have been received for payment. This should work even if only a paper record and not tied into the actual financials. Past 60/90days linked to item 16. | B | Warranty Claims track status changes by date making it possible through a report to identify claims not paid within 60 or 90 days. |
| I.16 | Ability to track no cost warranty credits - replacement items - i.e. - total loss of equipment - replacement under warranty. This should be linked to financial processes | B | Parts or labor can be entered at no cost |
| I.17 | Ability to create no cost work order to other agencies due to repairs being covered under warranty. Should have ability to capture the labor through the time entry system and parts expenses through Mancon for work order accuracy without billing the agency. | B | Parts or labor can be entered at no cost |
| I.18 | Ability to track additional warranty costs/expenses - non-compensated. - i.e. Towing, transportation, technician fees, etc. This would allow tracking miscellaneous costs associated with warranty that are typically not covered. | B | Non-warranted costs can be included on the same work order. |
| I.19 | Ability to track "goodwill" credits outside warranty period - i.e. On occasion an OEM can make a decision to repair a vehicle or assist in the repair of a vehicle out of warranty. Should be able to view this credited information in conjunction with queries for warranted repairs - despite age of warranty | B | Can be accomplished using a job visit reason or showing contribution as a credit. |
| I.20 | Ability to track warranty rework - related to same vehicle - i.e. Ability to determine if same warranty repair made within specified period of time. | F | A report-based rework process is currently available. A future release will include an on-line process and warning. |
| I.21 | Ability to track warranty rework - across vehicle class i.e. identify like component failures | F | A report-based rework process is currently available. A future release will include an on-line process and warning. |
| I.22 | Ability to determine year to date - life to date warranty reimbursements. This should include all OEM brands - despite the part number differences | C | Data is available and a custom or configured report can be developed. |

| | | | |
|---|---|---|---|
| I.23 | Ability to determine status of defective part(s) and what was done with the part (on the work order or somewhere in the system) - i.e. by vehicle, by VIN, by class, by OEM or Brand, etc. In a warranty environment, can't dispose of parts until 30 days after payment of the claim. In some cases, have to follow manufacture's instructions for disposal (take apart, destroyed, etc). Need to be able to report what happened with the part(s). | M | Parts can be issued with a failure code and flagged as warranty. Cores can be tracked as serialized parts with a status that allows the part to be restocked or returned. A modification is required to track the status of parts/cores in the application. |
| I.24 | Ability to determine work order "Cause Code" if vehicle under warranty - i.e. warranted vehicle, but warranty W.O. not used - identify by date timeframes. (Need ability to differentiate warranty work on a work order at the line item level.) Ability to view all work done during a given period, by dates or time, and vehicles were under warranty, but technicians did not use a warranty work order. This would be the ability to view non-warranty Work Orders due to the fact that the vehicle worked on is within warranty coverage dates. | B | A job Visit Reason can be designated warranty. Also a warranty flag is available. Multiple reports are available. |
| I.25 | Ability to identify and flag any vehicle worked on that falls within warranty date ranges. i.e. this would address work done under emergency conditions (snow, etc) where the technician is in the field and does not have access to EMS. This will require component and parts warranty data. This condition should result in a condition that would prevent a non-warranty work order being created unless by passed intentionally. | B | Work entered after-the-fact will generate the same warranty warnings. |
| I.26 | Ability to require warranty start dates for Vehicle "Add-ons" - i.e. warning lights, other accessories. This would be mostly VDOT installed items. Should be a required date field for parts added. Could be generated from WO date; however, could be different. | B | Parts that are flagged as warranty will require warranty terms upon installation. |
| I.27 | Ability to track warranties on all "After-Market" installed components - i.e. cranes, bucket/lift devices, etc. Have ability to run/track separate start and end warranty dates per component. These dates should alert technician. | B | Tracked as component warranties |
| I.28 | Ability to query system by part number or part description. i.e. Part numbers for same parts could be different - system should allow query based on both ways. GM part number could also be AC Delco part numbers - then again both could have Mancon part number. | B | Can query parts be part number or cross-reference |
| I.29 | Ability to allow warranty dates to be flagged at certain points - i.e. GM has a $100 deductible on warranted repairs after the 3/36 standard warranty for all engine related components. Alerts user of this information. | M | A modification would be required to add variable terms to warranties and support the use of deductibles. |
| I.30 | Should be able to query components independent of vehicle installed on. - i.e. Alamo mower decks or Henderson Spreaders, etc. This would also involve the ability to track all same brand components as well as by class.. | C | Depends on how the components are entered in system. Component records can be queried independently. Components installed as parts would be a different query. |
| I.31 | Ability to track warranty rework - across vehicle class i.e. identify like component failures. This should include all OEM brands - despite the part number differences | C | Can tracked through custom or configured report |
| I.32 | Ability to track an unlimited number of warranties on a unit by unit basis. This would include system, component and accessory warranties in addition to the new vehicle warranty. (Unit = equipment and/or component) | B | Unlimited sub-component and part warranties are supported. |
| I.33 | Ability to track each warranty assigned to a unit by usage, time, and the Supplier responsible for the warranty. (Unit = equipment and/or component) | B | Warranty terms include time, usage and vendor |
| I.34 | Ability to create a Warranty work order that can be used to invoice a Supplier. | B | A warranty claim can be generated or a work order cost report. |
| I.35 | Ability to manage multiple warranties for each equipment id as well as component warranties. | B | Unlimited sub-component and part warranties are supported. |

| | | | |
|---|---|---|---|
| I.36 | Ability to notify equipment shop management that a warranty is in effect when a work order is created for an equipment id and all components. | B | A pop-up will occur if a repair violates a warranty parameter. |
| I.37 | Ability to track deductibles related to warranty work. | M | A modification would be required to add deductibles |
| I.38 | Ability to account for the difference between the warranty billable to the OEM and the payments received from the OEM, and apply a credit for the difference. | B | Warranty claims include a claimed amount and a negotiated amount. The invoiced or paid amount is credited to the work order. |
| I.39 | Ability to identify, track and maintain Recall information-i.e.... should be fields that allow determining status of recall work. Should be able to determine which vehicles have been completed and when, versus those still to be done. | B | FleetFocus includes a Campaign module to track recalls, including costs and status. |
| I.40 | Ability to accept download of multiple VINS received from OEMs - i.e. Major OEM's working on enhancement to send fleets VIN information on Recalls via electronic media. | M | A modification would be needed to import VIN's |
| I.41 | Ability to maintain separate vehicle recall database of all Recalls - System should have capacity to retain and manage multiple Recalls by Recall number and or campaign number. Should be able to total all associated costs of recall including estimated costs to meet recall requirements - (i.e. transportation, driver(s), and loss of productivity.) | B | Recalls are tracked as campaigns in the their own table as work requests. |
| I.42 | Ability to schedule and track recalls and campaigns. The system should allow users to define parameters of the equipment that will receive the campaign by year, make, model, technical specification, serial number range and class code. The user should be able to define parts required, labor estimates and cost estimates. When performing the jobs, the user should be able to easily select campaign information when created work orders | B | FleetFocus includes a Campaign Module that provides the functionality described. |
| I.43 | Ability to accept multiple FLAGS for vehicle recalls based on vehicle VIN. i.e. OEM sends out recall notices - impacts multiple vehicles. System should be able to flag all vehicles - i.e. recall number displayed until recall completed via notification by work order. | M | A modification would be needed to import VIN's – see I.40 |
| I.44 | Ability to add vehicles to original campaigns. | B | Campaigns can be manually modified. |
| I.45 | Ability to track OEM notifications (i.e. service bulletins) based on model, serial number, etc. rather than VIN number - for off road and/or construction equipment. | B | Campaigns can be created by selecting make, model, year, location. serial number and other criteria. |

| | | | |
|---|---|---|---|
| | **J. Real Time Integrated Fuel Management** | | |
| J.1 | Provide an Integrated Fuel Management program – for future implementation. | B | FleetFocus is the only COTS solution that offers an integrated real-time fuel management solution – FuelFocus. All transactions are posted in real-time and requires a single database. |
| | **K. Motor Pool Module** | | |
| K.1 | Provide module to track assignment and use of vehicles assigned to motor pool(s). | B | FleetFocus has an integrated motor pool module that supports user made reservations, the assignment of units, pickup and return. Variable rental rates are available and can be charged-back using the motor pool module. |
| | **L. Accident Management Capability** | | |
| L.**1** | Provide an accident management program. | B | FleetFocus currently tracks accidents through the work order process by designating individual jobs as Accident repairs. An external accident number can be required. Accident reports and photos can be attached to the work order. If required a Work Order reason can also be used. |

| | | | |
|---|---|---|---|
| | **M. Personnel Information** | | |
| M.1 | Ability to capture specific information on individual employee; e.g., home telephone number, address, employee number, job classification, etc. | B | FleetFocus has an employee module that tracks many employee attributes as described. |
| M.2 | Ability to capture individual employee training information. | B | FleetFocus has an employee training module |
| M.3 | Ability to identify, track and maintain take home use program. | B | FleetFocus has take-home assignment module that supports the reporting of take-home vehicle use. |
| M.4 | Ability to track and maintain driver certification. | B | Driver certifications can be tracked through the training module. |
| | **N. System Configuration** | | |
| N.1 | Database Sizing Estimate - The Supplier shall work with the Customer's IT Project Manager to develop a database sizing estimate for the Fleet Equipment Management Information System. | B | MAXIMUS has provided a recommended system configuration guide. |
| N.2 | Data Models - The Supplier should provide logical and physical data models, and a data dictionary for the Fleet Equipment Management Information System or equivalent information that is suitable for population of the Customer's Enterprise Metadata Repository | B | MAXIMUS will provide an ERD wall chart and table Layout guide. |
| N.3 | Configuration Requirements - The Supplier shall perform system configuration and development necessary to meet the business and technical requirements, including creation of the database, population of all code and parameter tables, and implementation of other Customer specific codes. | B | MAXIMUS will provide a separate recommended System Configuration document. |

# Appendix B – Business Requirements

| | Business Requirements | Supplier Response | Comments |
|---|---|---|---|
| | **A. Vendor/ Software Publisher Relationship** | **Yes/No** | |
| A.1 | Are you the Software Publisher? If not please describe relationship. | Yes | MAXIMUS is the sole developer and distributor of the FleetFocus M5 application.<br>FleetFocus includes the Business Objects Enterprise XI (BOExi) reporting application. MAXIMUS is a Business Objects OEM and is responsible for supporting the any Business Objects products purchased through MAXIMUS.<br>MAXIMUS is not responsible for the RDMS application (i.e. Oracle, SQL Server), but will provide support with the supplied database tables and configuration. |
| A.2 | Does your solution provide the Commonwealth with a direct license and maintenance relationship with the publisher of any software proposed? | Yes | MAXIMUS will be directly responsible for the development, implementation and support of the FleetFocus and FuelFocus software application and related fuel management hardware. MAXIMUS is a Business Objects OEM and is responsible for supporting the any Business Objects products purchased through MAXIMUS. |
| A.3 | Will the Software Publisher provide support should any difficulties arise from implementation? | Yes | MAXIMUS will provide all support for the FleetFocus and FuelFocus applications and Business Objects will provide support to MAXIMUS and in-turn the Commonwealth for the Business Objects applications |
| A.4 | Upon completion of the implementation can you provide certification from the Software Publisher that the implementation is acceptable by the Software Publisher and that they will provide support? | Yes | MAXIMUS will provide certification that the FleetFocus and FuelFocus applications are correctly installed and acceptably configured. |
| | **B. Project Management** | | |
| B.1 | **Identify Project Manager and Support** –The successful offeror shall designate a project manager to be the primary point of contact for all issues pertaining to the scope, schedule and budget. The successful offeror may also designate a second technical point of contact for all issues pertaining to requirements, design, configuration, development, testing and training. At Customer's sole written discretion, one local Richmond, Virginia phone number for the Supplier's contact may be accepted in lieu of a single toll-free telephone number as provided by the successful offeror. Services shall be provided from 7:00 AM to 5:00 PM EST Monday through Friday. However, during implementation and special situations that may develop, the Customer may ask the project management team to be available at any time | Yes | MAXIMUS will designate a Project Manager at the time of contract execution depending on the availability of resources once the contract is finally executed. MAXIMUS is providing several resumes of prospective Project Managers and will review the final candidates with the State just prior to Project Kickoff to allow the State to approve of the nominated Project Manager.<br>MAXIMUS is offering the State two options for Project Management Services. The first assumes a full-time Project Manager based in Richmond for the duration of the anticipated year-long implementation. The second option is for a dedicated Project Manager that works on-site as needed during the implementation and provides ongoing remote support in conjunction with the Project team, but does have other assignments and supports existing clients.<br>MAXIMUS anticipates that dedicated Project Manager would spend 60-70% of the time on the VDOT project.<br>In addition to the Project Manager, multiple MAXIMUS training and development resources will be involved in the Project, including the FleetFocus M5 Support desk. |
| B.2 | **Implementation Plan -** The Supplier shall develop a comprehensive implementation plan to include all activities to be performed stating how, what, when how, and time required to complete each activity. Customer must approve | Yes | See Proposed Statement of Work in the Appendix |

| | | | |
|---|---|---|---|
| | implementation plan. | | |
| B.3 | **Create Project Schedule -** The Supplier shall develop a detailed project schedule using either the Critical Path Method (CPM) or another method acceptable to both the Customer and the Supplier. The schedule shall include delivery dates for all deliverables as well as scheduled meetings and reviews. The schedule shall include anticipated involvement of agency personnel or representatives where agency input impacts the schedule. The project schedule should be completed within one month of project initiation. | Yes | MAXIMUS will provide a detailed Microsoft Project based project plan soon after the project kick-off meeting. The Project Manager will be responsible for developing the project plan in conjunction with the FEMIS Project Liaison and will also be responsible for maintaining the project plan document. |
| B.4 | **Weekly Status Meetings -** Weekly status meetings shall be held with the FEMIS Project Team during project implementation at sites and dates specified by the Customer. The Supplier shall be responsible for their own lodging, travel, and miscellaneous expenses associated with these meetings. | Yes | MAXIMUS will conduct weekly status meetings with the FEMIS. MAXIMUS recommends that weekly status meetings be conducted as on-line web tele-conferences to allow as many FEMIS and MAXIMUS team members to participate without necessarily traveling on-site, saving travel expenses for both the State and MAXIMUS. The date and times of the weekly meetings will be jointly determined by the MAXIMUS Project Manager and the FEMIS Project Liaison. |
| B.5 | **Weekly Status Reports -** The Supplier shall provide written status reports at the meeting. Each report shall include, at a minimum, the following:<br>A.4.1 Status of major activities and tasks relating to Supplier's work plan, including specific tasks that have been and will be completed.<br>A.4.2 Target dates for completion of remaining tasks<br>A.4.3 Any potential delays in reaching target dates, the basis for such a conclusion, and a viable plan to get back on schedule.<br>A.4.4 Any revisions to the overall work schedule.<br>A.4.5 Minutes/notes of all formal and informal meetings in chronological order. | Yes | The MAXIMUS Project Manager will provide a weekly status report prior to each weekly status meeting. The contents of the status report will include each of the items as described on the left. |
| B.6 | **Monthly Progress Reporting -** The Supplier shall prepare and submit to the Customer - on a monthly basis - a Progress Report in a format approved by the customer along with a MS Project 2003 project schedule. These progress reports will indicate percent completion of each agreed upon deliverable. The progress reports will include total authorized project funds and expended project funds to date. They will summarize all work efforts in the reporting period including personnel and hourly utilization. They will also discuss any anticipated difficulties and a viable proposed resolution. | Yes | MAXIMUS will conduct an on-site Monthly Progress Meeting with the entire FEMIS project team. The MAXIMUS Project Manager will be on-site for the entire meeting and joined by key MAXIMUS project team members on-site or via conference cal. This Monthly Meeting will be in lieu of a weekly status meeting. Prior to the Progress Meeting, the MAXIMUS Project Manager will provide a written progress report which will include all items in the monthly progress report, as well as a review of the project budget, resources and expenses for the prior and current periods and anticipated resources and expenses for the coming period. Also included will be an updated version of the Project Plan. |

| | | | |
|---|---|---|---|
| | **C. Documentation** | | |
| C.1 | **Online Operator Manual -** Supplier shall provide an online operator manual for each system user. The Customer- while exercising its sole discretion - ***must*** approve the content of these manuals. | Yes | MAXIMUS will utilize our Job Function Matrix to develop standard online operating manuals by ***user role.*** MAXIMUS will review with VDOT the various job roles in the organization and identify the system functions most likely to be used. MAXIMUS will use our standard documentation as the basis for developing customized role-based user guides that will be made available on-line. MAXIMUS will provide these to VDOT for review and approval. |

| | | | |
|---|---|---|---|
| C.2 | **Online Help Documentation -** The software shall include an online help function with a searchable index and a link to appropriate documentation. | Yes | All help in FleetFocus M5 is available on-line. Help is developed using the RoboHelp application that creates a standard Windows style help screen with Index, Keywords and Search capabilities. |

| | | | |
|---|---|---|---|
| | **D. Technical Software Support** | | |
| D.1 | **Support -** Support during the warranty and maintenance periods shall include (a) responses to user and IT questions regarding how to perform specific tasks, and (b) correction of defects. Describe how. | Yes | MAXIMUS requires all clients to have an annual Software Maintenance Agreement in place.<br>Customers with an active Maintenance Agreement are entitled to unlimited telephone and web-based support from the MAXIMUS customer support center. Customers are asked to designate a primary technical and functional support contacts to serve as the liaison between the VDOT user community and the MAXIMUS Support Center.<br>Issues can raised over the phone or on-line at the Support Center website:<br>http://www.assetsolutions.maximus.com/support/<br>In either case, issues are tracked in our Focus customer support system. Customers can view the status of Focus items on-line to track the progress and resolution.<br>All issues are classified as they are submitted to determine their priority and type. Critical Situations where the application is down or non-responsive will receive immediate attention until the situation is resolved. Issues that are considered non-critical are assigned to member of the support team, researched and if necessary a software change will be delivered in an upcoming patch, through a SQL script or if necessary via a web-ex with VDOT technical resources. General application questions and issues related to user training are assigned to a support team member who will contact the VDOT representatives to provide an answer or training recommendation. |
| D.2 | **Post Implementation Support -** Supplier shall provide technical support between 7 AM and 5 PM EST. The Supplier shall respond to all technical support requests within four hours from the time of notification. If a software malfunction cannot be resolved within sixteen working hours, the Supplier shall provide on-site assistance, if deemed necessary, at the problem site at the Supplier's expense. Reserve right to negotiate rate for 24x7x365 coverage. | Yes | The MAXIMUS Customer Support Center operates Monday thru Friday 7 am to 7 pm EST. On-call support is available for after-hours and weekend/holiday emergencies.<br>All phone and web submitted issue reports are generally acknowledged within an hour of receipt. Critical issues are addressed as soon as the Support Center is notified.<br>MAXIMUS does offer WebEx based remote support to all customers with technical issues in attempt to resolve issues as soon as possible and avoid the time lost to travel.<br>MAXIMUS will provide on-site support for critical issues as required. However, if it is determined that the issue was caused by factors outside of MAXIMUS' control or external to the FleetFocus application (i.e.: local firewall or network issues, third-party software, hardware failures, lack of proper system maintenance, or poor data management and backup procedures) the Customer will be responsible for all time and expenses. |
| D.3 | **Emergency Response -** The designated Customer representative shall have the authority to escalate the priority of a service request or to officially classify a service request as an emergency. Emergency request response time for support of the system during the warranty/maintenance period ***must*** be within one hour. | Yes | All phone and web submitted issue reports are generally acknowledged within an hour of receipt during normal business hours. Critical or emergency issues are assigned to a Team Member for resolution as soon as the Support Center is notified that an emergency situation is occurring. |

| | | | |
|---|---|---|---|
| D.4 | **Document Support Requests -** Supplier shall document all support requests made during this contract period. Documentation will include, at a minimum, the identity of the requestor, the time and date of the request, a brief description of the request, the resolution, and the date and time of the resolution. The Customer reserves the right to request - and set deadlines for - summaries and detailed reports regarding the support services provided under this contract. | Yes | All support requests, including issues, enhancements, reports, questions and training are recorded in out Focus customer support system. All requests are tracked from reporting through resolution. Each request captures the requestor, company, date/time, problem report, resolution and date/time of resolution. Customers can view the status of any of their request on-line via the Customer Support Website. |
| D.5 | **Technical Maintenance and Support -** The maintenance and support agreement to be provided following the completion of this contract will include provision for technical support between 7 AM and 5 PM Monday through Friday EST, with a four hour response time for technical support requests. If a software malfunction cannot be resolved within sixteen working hours, the Contractor will provide on-site assistance, if deemed necessary, at the problem site at the Contractor's expense. | Yes | The MAXIMUS Customer Support Center operates Monday thru Friday 7 am to 7 pm EST. On-call support is available for after-hours and weekend/holiday emergencies.<br>The procedures and response policies are the same for technical issues as they are for functional and warranty issues.<br>These apply to technical issues that result from an issue in the application and do not include issues resulting from lack of customer technical resources or expertise to perform expected customer delivered technical maintenance and upgrade tasks.<br>MAXIMUS offers remote and on-site technical support with application upgrades, patch installation and system maintenance as an optional on-demand service billed on a time and materials basis. |
| D.6 | **Business Functionality Support -** The maintenance and support agreement to be provided following the completion of this contract will include provision for business functionality support between 7 AM and 5 PM Monday through Friday EST, with a four hour response time for support requests. | Yes | The MAXIMUS Customer Support Center operates Monday thru Friday 7 am to 7 pm EST. On-call support is available for after-hours and weekend/holiday emergencies. The procedures and response policies are the same for functional issues as they are for technical and warranty issues. |

| | | | |
|---|---|---|---|
| | **E. Data Conversion** | | |
| E.1 | **Supplier Requirements -** The Supplier shall complete the conversion of data from the current EMS to the new system. The Supplier shall describe in detail the approach to the data conversion. | Yes | MAXIMUS will convert the active VDOT vehicle and equipment inventory from the current EMS system to the FleetFocus database. This will include unit identification, description, assignments, meter readings, service dates, license/permit numbers, depreciation terms, purchase cost and year-to-date and life-to-date maintenance and operating costs. If available MAXIMUS will also convert the last PM completed dates.<br>MAXIMUS will provide VDOT with Excel-based template files that will be used by VDOT to prepare the data for conversion. VDOT will have responsibility for extracting the data from EMS and populating the conversion template. In addition to populating the conversion template with data from EMS, VDOT will be responsible for entering required M5 fields that may not be available in EMS, such as the MCC and Tech Specs – MAXIMUS can provide scripts as needed to assist in the process.<br>Once the conversion templates are completed, MAXIMUS will execute customized Conversion scripts to load the units and all related converted data into the application. The conversion process is XML based and uses the standard unit components to populate all unit related fields in the same manner as manually entering data from the screen.<br>After the data is converted, MAXIMUS will review with VDOT the conversion to insure that all information was converted properly. |

| | | | |
|---|---|---|---|
| E.2 | **Conversion Plan -** The Supplier shall work with the Customer's Project Team to develop a detailed database conversion plan for the entire process. Data validation rules will be developed, documented, and utilized to determine data conversion needs. The Supplier shall review the current data, assess the integrity of the current data, and if needed develop a mapping of the legacy data to the new system database. | Yes | The MAXIMUS Project Manager will prepare a detailed conversion plan mapping the data from EMS to FleetFocus and addressing the population of required fields missing from EMS. VDOT will be responsible for populating all reference tables prior to the conversion to support the validation of the data. MAXIMUS will present this plan to VDOT for approval before the initial test conversion. |
| E.3 | **Testing Data Conversion –** The Customer will produce delimited files of the data from the existing system. The Supplier shall conduct an initial data conversion six months prior to the planned system rollout. | Yes | MAXIMUS will provide VDOT with Excel-based conversion templates and VDOT will be responsible for extracting the data from EMS and populating the templates. MAXIMUS will conduct the initial data conversion as soon as VDOT has fully populated all reference fields required to support the conversion (i.e., Locations, Departments, Tech Spec, Category, MCC, and other desired unit codes). The six month deadline will be dependent upon VDOT entering the required supporting data. |
| E.4 | **Conversion Results -** The Supplier shall provide a report of the data conversion results, including the number of records successfully converted, the number of records rejected and the reasons for rejection, steps taken to fix rejected records so that they could be successfully entered, and other data conversion or loading issues encountered. | Yes | The reason MAXIMUS requires all references to be loaded prior to the conversion is the conversion process will utilize the data integrity constraints to identify those records that have invalid, missing or unreasonable data entries. Once the data is converted all integrity constraints are applied and the results presented to VDOT in the "Dirty Data" report. VDOT will be responsible for reviewing the rejected records, make the required modifications and resubmitting the corrected records to MAXIMUS for reconversion. |
| E.5 | **Conversion Scripts -** The Supplier shall provide the Customer with documented copies of conversion scripts that were developed as part of this effort. | Yes | All completed conversion scripts will be provided to VDOT. |
| E.6 | **Final Data Conversion -** The Supplier shall complete the final data conversion process and populate the production database 7 days prior to the rollout of the new system to the Customer. | Yes | MAXIMUS will conduct a final production data conversion just prior to the initial go live. This will include updating dynamic data such as assignments, usage, costs, and status. Identifiers and descriptive data will not be reconverted. New units not included in the initial conversions can either be manually entered as received or entered through the conversion process. It is expected that the production conversion will take about a week to complete. |
| E.7 | **Final Data Conversion Testing -** The Supplier shall conduct testing of all database conversion immediately following both the initial and the final database conversion. | Yes | The same data integrity constraints will be applied following the production conversion to identify bad records and/or fields. Additionally, a spot review of individual records will be made to insure that fields were loaded in the correct sequence and with the right data. |

| | | | |
|---|---|---|---|
| | **F. System Testing** | | |
| F.1 | **Pre-production Testing Process -** The Supplier shall develop a pre-production testing process customized for this application, approved by the customer, to ensure at least successful data conversion, application configuration, and interface functionality from the source applications, any customized functionality, and reports module functionality. Describe proposed testing methodology. | Yes | MAXIMUS proposes that VDOT conduct two pre-production tests.<br>The first test is a Conference Room Pilot whereby MAXIMUS and FEMIS project team review the application setup and configuration in a non-production setting using a test script. Each deployed screen is reviewed and test data entered to insure that all supporting reference data and configuration settings have been made to back the planned work-flows and procedures. Reports and queries will be used to verify that the data was processed correctly and related fields properly updated. This first test can also serve as the User Acceptance Testing process.<br>The second test is a Pilot Implementation. For this |

| | | | |
|---|---|---|---|
| | | | test the application will deployed in a production environment at one or more VDOT locations. MAXIMUS will provide training to the location's users and oversee a multi-day pilot of the application in a production setting. This will include any available interfaces and completed modifications required before the production roll-out. Non-critical modifications/enhancements and interfaces will be tested as they are delivered in later phases. In addition to testing the application, the Pilot will serve as a review of the effectiveness and efficiency of planned work-flows, the help and training materials, and the training methodologies. At the conclusion of the pilot phase and review meeting will be held to analysis the progress of the pilot, identify opportunities for improvement, and discuss lessons learned before the production roll-out commences. |
| F.2 | **User Acceptance Testing Process -** The Supplier shall assist with the User Acceptance Testing process in order to respond to questions and issues that may arise. | Yes | MAXIMUS is recommending that VDOT conduct a Conference Room Pilot to serve as the user acceptance testing before the application is implemented in pilot or production setting. The Conference Room Pilot will involve the entry of test data in a non-production setting and the exercising of the various screens and modules scheduled for deployment. The decision to progress to the Pilot phase will constitute acceptance of the application. The Conference Room Pilot can be scheduled as soon as the application is installed and the configuration completed. |

| | | | |
|---|---|---|---|
| | **G. System Training** | | |
| G.1 | **Joint Effort -** All training sessions shall be a joint effort with trainers from the Supplier and the Customer's staff. | Yes | MAXIMUS strongly encourages all customers to adopt a Train-the-Trainer approach to develop internal expertise in the application and to support the adoption of the application for the long-term. MAXIMUS will provide one or more Senior Implementation Consultants to assist the Project Manager with providing training to Key and End Users. MAXIMUS is recommending that application trainers be included in the Key-User and Application training phases to gain a proper understanding of the application's configuration and use. A separate Trainer Training Session will be held in conjunction with the Pilot training to insure that the Trainers are comfortable with the training techniques and application. |
| G.2 | **Approve Trainers** – The Customer prefers to approve Supplier's trainers. | Yes | MAXIMUS will provide a list of approved MAXIMUS trainers before the training sessions commence to insure that VDOT is comfortable with the trainers. All MAXIMUS training staff members have been with MAXIMUS for many years and have extensive experience training in a public-sector fleet environment. If additional resources are required beyond the MAXIMUS staff resources, MAXIMUS will provide VDOT with the names of consultants approved to provide FleetFocus training. MAXIMUS will subcontract with those consultants as needed to supplement training resources as needed. |
| G.3 | **Training Plan -** A detailed training plan and schedule shall be provided by the Supplier and approved by the Customer. | Yes | MAXIMUS has provided a separate Statement of Work that outlines our training plan and course curriculum. The MAXIMUS Project Manager will include at the appropriate time in the implementation the |

| | | | |
|---|---|---|---|
| | | | recommended training sessions and will be responsible for coordinating the training schedule. The Training Schedule will become part of the Project Plan and updated as required during the project. |
| G.4 | **Certified Trainers -** A successful proposal shall include hands on training for all software users including train-the-trainer. All Supplier instructors should be certified trainers. The Customer reserves the right to review all training certifications. | Yes | MAXIMUS will provide only MAXIMUS Staff or MAXIMUS certified training consultants to VDOT. MAXIMUS prefers that all Key-User and Application training be done by MAXIMUS staff and that Train-The-Trainer is the recommended approach for end-user training. Where the customer lacks qualified training resources MAXIMUS can provide staff or consultant end-user trainers as needed to supplement or take over for customers staff trainers. |
| G.5 | **User Training -** The breakdown on the number of students is for estimating purposes only when preparing proposal responses. The Customer will determine the users that will attend training courses. | Yes | MAXIMUS understands that training sessions will vary by topic and user role. MAXIMUS does recommend that all employees that will eventually enter or query data in the application be given a least a basic hands-on training session. |
| G.6 | **Class Sizes -** Classes shall be based on a minimum of eight students per class and a maximum of fifteen students. Will you agree to a maximum of 15 students per class? Customer to approve class size. | Yes | MAXIMUS will accept a maximum training group of 15, provided that each student has access to a single PC for the training session. MAXIMUS will proposed no limit to he minimum number of users trained, however the billing of training costs are on an hourly basis and not by the number of attendees. |
| G.7 | **Training Location -** All user training shall be conducted at the Customer's training facilities located in each of the nine districts and the Central Office. | Yes | Training needs to be conducted in a classroom setting where each student has their own PC. It is up to the State to determine where the sessions are to be held, with enough time allotted between sessions to travel. |
| G.8 | **Alternate Training Location -** In the event that the Customer's facilities are not available, the Customer reserves the right to provide alternative training facilities. | | MAXIMUS can provide some limited training in our Wayne. PA office. Additionally, MAXIMUS has limited training space available in our McLean Virginia office which may be utilized. |
| G.9 | **Training Personnel Option -** If desired, the Customer retains the sole discretion to use the Customer's personnel for training at any time instead of using Supplier's personnel, or a combination of Supplier's and the Customer's training personnel. | Yes | MAXIMUS accepts that end-user training can be conducted by VDOT personnel in lieu of MAXIMUS personnel. Initial training sessions: Security, Key-user, Application, Work-Flow and Reports training can only be provided by MAXIMUS personnel. |
| G.10 | **Administrator Training -** Supplier shall provide on-site Administrative Training Classes at Customer-specified sites for the COTS software system administrators with up to twelve students per class at a time determined solely by the customer. | Yes | MAXIMUS has a standard training program for System Administrators that includes the following sessions: Security, Key-User/Configuration, and Application training. These sessions focus on the setup, configuration and overall application functionality. A separate Work-Flow training session is held for VDOT trainers to focus on providing role specific end-user training session and it is recommended that Administrators attend this session as well. See SOW for training curriculum |
| G.11 | **IT Technical Training -** Supplier shall provide on-site IT Technical Training Classes at Customer specified sites for the Information Technology Department, if necessary to support the system. | Yes | MAXIMUS will conduct a separate session for the VDOT IT department staff. This multi-day session will include a review of the installation, the application maintenance procedures, system parameters, database maintenance, security settings, and the Business Objects reporting environment. |
| G.12 | **Training Materials –** Supplier will develop training materials and provide to customer for approval. Supplier will provide copies of all training materials and user documentation for each person attending training classes. The cost of reproducing all materials is the responsibility of the Supplier. The Customer has the right to retain and reuse all training material for future use | Yes | MAXIMUS will provide electronic copies of all standard training materials to the State at no additional cost. MAXIMUS will work with VDOT to customize standard training materials by function. Customization of training materials is a billable expense. MAXIMUS will provide electronic reproductions at no-cost and make the materials available for download from the Customer Support website. Printed reproductions and related binding costs will be billed back to VDOT as an expense. |

| | | | |
|---|---|---|---|
| | | | MAXIMUS will agree to allow VDOT to copy and reuse training materials for future internal VDOT use only. Commercial or external use is prohibited. |
| G.13 | **Training Cancellation Policy -** Neither the Supplier nor the Customer will cancel or postpone a training session with less than a two-business-day notice. Only the designated "point of contact" for the Supplier or the Customer is authorized to cancel a training session. In some cases, a training session may need to be cancelled by the Customer with less than two days notice as a result of staffing needs for weather related emergencies. Supplier shall be reimbursed for actual expenses incurred should this situation occur | Yes | MAXIMUS accepts this cancellation policy. |

# DISOUNTING AND PRICING POLICIES

**AssetWorks , LLC**

## *VITA and eVA Fees*

| | |
|---|---|
| VITA IFA Fee | 2% |
| Total Commonwealth of Virginia Fees | 2% |

## ***FleetFocus:***

### ***FleetFocus Software:***

| **Volume Discounts for NEW Customers** | **DISCOUNT** |
|---|---|
| Total single purchase order for up to $100,000 in software licenses | 20% |
| Total single purchase order for over $100,000 to $200,000 in software licenses | 30% |
| Total single purchase order for over $200,000 in software licenses | 40% |

* *Customers with a current maintenance agreement purchasing a new module for a base application already owned may be granted a discount up to 30% on the new module(s) regardless of total purchase order amount.*

** *Customers with a current maintenance agreement upgrading to FleetFocus M5 may be given a credit for the prior, older software sale or a discount up to 50%, whichever is greater.*

*** *AssetWorks will recognize the cumulative number of active equipment units licensed under this agreement for the purpose of establishing a per unit price. The installation of multiple instances of the software in a production environment will require a per instance fee in addition to the active equipment unit license.*

**** *The minimum price for M5 Fleet Trends Historical Analysis/ Performance Measures module is $7500 for any installation of this module in a separate instance.*

### ***FleetFocus Annual Maintenance:***

Maintenance is 20% (plus any Virginia fees) of the discounted software price with an annual increase of 5%.
Maintenance begins on the date of software acceptance for the first instance of each product type.
Maintenance begins on the date of software delivery for any subsequest instance of each product type.
Maintenance will automatically renew annually for a 12-month term.
Maintenance fee must be paid in full at the beginning of each renewal term.

### ***ASP/Hosting Services:***

ASP/Hosting Services may NOT be discounted for production environments.
ASP/Hosting Services for Fleet Software may be discounted for non-production environments as

First 90 days AssetWorks may offer up to 100% discount
90 days to 120 days AssetWorks may offer up to 50% discount
Discounts after 120 days are not permitted

Fleet Software is a minimum monthly fee for ASP/Hosting services (varies by software); to calculate the actual monthly fee, multiply the number of vehicles/units by the unit price-- monthly fee is this amount or the minimum fee, whichever is greater.

## ***FuelFocus Products:***

### ***FUEL HARDWARE:***

* *Current Fuel Hardware customers upgrading from previous older Fuel Hardware may be granted greater discounts based on several factors including volume of new order, length of relationship, and purchase of other products such as Software and Services. These discounts will be on a case by case basis and will require written approval from a Division President or higher.*

### ***FUEL HARDWARE WARRANTY:***

The price of hardware includes a 1 year warranty on parts. Extended maintenance after the first year is 6% of the hardware purchase price.

### ***FUEL SOFTWARE ANNUAL MAINTENANCE:***

Maintenance is 20% (plus any Virginia fees) of the discounted software price with an annual increase of 3%.
Maintenance begins on the date of contract execution.
Maintenance will automatically renew annually for a 12-month term.
Maintenance fee must be paid in full at the beginning of each renewal term.

**Exhibit B**

# ASSETWORKS, INC.

## COMMONWEALTH OF VIRGINIA
## PRICE LIST

Effective January 24, 2011

| | Product Description | Commercial List Price | VITA Discount (for orders up to $100,000) | VITA Proposed Price (for orders up to $100,00) | VITA Proposed Published Price w/ IFA (orders up to $100,000) | VITA Discount (for orders over $100,000 and up to $200,00) | VITA Proposed Price (for orders over $100,000 and up to $200,00) | Proposed Published VITA Price w/ IFA (orders over $100,000 up to $200,000) | VITA Discount (for orders over $200,000) | VITA Proposed Price (for orders over $200,00) | Proposed Published VITA Price w/ IFA (orders over $200,000) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| | **FleetFocusM5 or FleetFocusFA** | | | | | | | | | | |
| | **Base System Charge, Non-transit vehicle assets:** | | | | | | | | | | |
| | FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit) | **$50.00** | 20.00% | $40.00 | **$40.80** | 30.00% | $35.00 | **$35.70** | 40.00% | $30.00 | **$30.60** |
| | FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit) | **$48.00** | 20.00% | $38.40 | **$39.17** | 30.00% | $33.60 | **$34.27** | 40.00% | $28.80 | **$29.38** |
| | FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit) | **$45.00** | 20.00% | $36.00 | **$36.72** | 30.00% | $31.50 | **$32.13** | 40.00% | $27.00 | **$27.54** |
| | FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit) | **$42.00** | 20.00% | $33.60 | **$34.27** | 30.00% | $29.40 | **$29.99** | 40.00% | $25.20 | **$25.70** |
| | FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit) | **$40.00** | 20.00% | $32.00 | **$32.64** | 30.00% | $28.00 | **$28.56** | 40.00% | $24.00 | **$24.48** |
| | FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit) | **$35.00** | 20.00% | $28.00 | **$28.56** | 30.00% | $24.50 | **$24.99** | 40.00% | $21.00 | **$21.42** |
| | FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit) | **$30.00** | 20.00% | $24.00 | **$24.48** | 30.00% | $21.00 | **$21.42** | 40.00% | $18.00 | **$18.36** |
| | FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit) | **$28.00** | 20.00% | $22.40 | **$22.85** | 30.00% | $19.60 | **$19.99** | 40.00% | $16.80 | **$17.14** |
| | FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit) | **$25.00** | 20.00% | $20.00 | **$20.40** | 30.00% | $17.50 | **$17.85** | 40.00% | $15.00 | **$15.30** |
| | FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit) | **$20.00** | 20.00% | $16.00 | **$16.32** | 30.00% | $14.00 | **$14.28** | 40.00% | $12.00 | **$12.24** |
| | FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit) | **$15.00** | 20.00% | $12.00 | **$12.24** | 30.00% | $10.50 | **$10.71** | 40.00% | $9.00 | **$9.18** |
| | FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit) | **$10.00** | 20.00% | $8.00 | **$8.16** | 30.00% | $7.00 | **$7.14** | 40.00% | $6.00 | **$6.12** |
| | FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit) | **$7.50** | 20.00% | $6.00 | **$6.12** | 30.00% | $5.25 | **$5.36** | 40.00% | $4.50 | **$4.59** |
| | FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit) | **$5.00** | 20.00% | $4.00 | **$4.08** | 30.00% | $3.50 | **$3.57** | 40.00% | $3.00 | **$3.06** |
| | | | | | | | | | | | |
| | **FleetFocusM5 or FleetFocusFA** | | | | | | | | | | |
| | **Base System Charge, transit vehicle assets:** | | | | | | | | | | |
| | FleetFocus Size (0 - 49 Units)- per vehicle unit (bus/ transit vehicle unit) | **$500.00** | 20.00% | $400.00 | **$408.00** | 30.00% | $350.00 | **$357.00** | 40.00% | $300.00 | **$306.00** |
| | FleetFocus Size (50 - 99 Units)- per vehicle unit (bus/ transit vehicle unit) | **$475.00** | 20.00% | $380.00 | **$387.60** | 30.00% | $332.50 | **$339.15** | 40.00% | $285.00 | **$290.70** |
| | FleetFocus Size (100 - 199 Units)- per vehicle unit (bus/ transit vehicle unit) | **$450.00** | 20.00% | $360.00 | **$367.20** | 30.00% | $315.00 | **$321.30** | 40.00% | $270.00 | **$275.40** |
| | FleetFocus Size (200 - 299 Units)-per vehicle unit (bus/ transit vehicle unit) | **$425.00** | 20.00% | $340.00 | **$346.80** | 30.00% | $297.50 | **$303.45** | 40.00% | $255.00 | **$260.10** |
| | FleetFocus Size (300-399 Units)- per vehicle unit (bus/ transit vehicle unit) | **$400.00** | 20.00% | $320.00 | **$326.40** | 30.00% | $280.00 | **$285.60** | 40.00% | $240.00 | **$244.80** |

| | Product Description | Commercial List Price | VITA Discount (for orders up to $100,000) | VITA Proposed Price (for orders up to $100,00) | VITA Proposed Published Price w/ IFA (orders up to $100,000) | VITA Discount (for orders over $100,000 and up to $200,00) | VITA Proposed Price (for orders over $100,000 and up to $200,00) | Proposed Published VITA Price w/ IFA (orders over $100,000 up to $200,000) | VITA Discount (for orders over $200,000) | VITA Proposed Price (for orders over $200,00) | Proposed Published VITA Price w/ IFA (orders over $200,000) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| | FleetFocus Size (400 - 499 Units)-per vehicle unit (bus/ transit vehicle unit) | **$375.00** | 20.00% | $300.00 | **$306.00** | 30.00% | $262.50 | **$267.75** | 40.00% | $225.00 | **$229.50** |
| | FleetFocus Size (500-759 Units)- per vehicle unit (bus/ transit vehicle unit) | **$325.00** | 20.00% | $260.00 | **$265.20** | 30.00% | $227.50 | **$232.05** | 40.00% | $195.00 | **$198.90** |
| | FleetFocus Size (750- 999 Units)- per vehicle unit (bus/ transit vehicle unit) | **$300.00** | 20.00% | $240.00 | **$244.80** | 30.00% | $210.00 | **$214.20** | 40.00% | $180.00 | **$183.60** |
| | FleetFocus Size (1000-1999 Units)- per vehicle unit (bus/ transit vehicle unit) | **$275.00** | 20.00% | $220.00 | **$224.40** | 30.00% | $192.50 | **$196.35** | 40.00% | $165.00 | **$168.30** |
| | FleetFocus Size (2000+ Units)- per vehicle unit (bus/ transit vehicle unit) | **$250.00** | 20.00% | $200.00 | **$204.00** | 30.00% | $175.00 | **$178.50** | 40.00% | $150.00 | **$153.00** |
| | | | | | | | | | | | |
| | **FleetFocusFA** | | | | | | | | | | |
| | **Base System Charge, Rail vehicle assets:** | | | | | | | | | | |
| | RailFocus Size (0 - 49 Units)- per vehicle unit (rail vehicle unit) | **$1,000.00** | 20.00% | $800.00 | **$816.00** | 30.00% | $700.00 | **$714.00** | 40.00% | $600.00 | **$612.00** |
| | RailFocus Size (50 - 99 Units)- per vehicle unit (rail vehicle unit) | **$950.00** | 20.00% | $760.00 | **$775.20** | 30.00% | $665.00 | **$678.30** | 40.00% | $570.00 | **$581.40** |
| | RailFocus Size (100- 249 Units)-per vehicle unit (rail vehicle unit) | **$900.00** | 20.00% | $720.00 | **$734.40** | 30.00% | $630.00 | **$642.60** | 40.00% | $540.00 | **$550.80** |
| | RailFocus Size (250-499Units)- per vehicle unit (rail vehicle unit) | **$850.00** | 20.00% | $680.00 | **$693.60** | 30.00% | $595.00 | **$606.90** | 40.00% | $510.00 | **$520.20** |
| | RailFocus Size (500 - 749 Units)-per vehicle unit (rail vehicle unit) | **$800.00** | 20.00% | $640.00 | **$652.80** | 30.00% | $560.00 | **$571.20** | 40.00% | $480.00 | **$489.60** |
| | RailFocus Size (750-999 Units)- per vehicle unit (rail vehicle unit) | **$750.00** | 20.00% | $600.00 | **$612.00** | 30.00% | $525.00 | **$535.50** | 40.00% | $450.00 | **$459.00** |
| | RailFocus Size (1000+ Units)- per vehicle unit (rail vehicle unit) | **$700.00** | 20.00% | $560.00 | **$571.20** | 30.00% | $490.00 | **$499.80** | 40.00% | $420.00 | **$428.40** |
| | | | | | | | | | | | |
| | **FleetFocusM5 or FleetFocusFA** | | | | | | | | | | |
| | **EquipmentFocus for Comm. Equipment:** | | | | | | | | | | |
| | EquipmentFocus for Comm. Equipment, per asset (1-4999) | **$10.00** | 20.00% | $8.00 | **$8.16** | 30.00% | $7.00 | **$7.14** | 40.00% | $6.00 | **$6.12** |
| | EquipmentFocus for Comm. Equipment, per asset (5000-9999) | **$8.00** | 20.00% | $6.40 | **$6.53** | 30.00% | $5.60 | **$5.71** | 40.00% | $4.80 | **$4.90** |
| | EquipmentFocus for Comm. Equipment, per asset (10,000-14999) | **$6.00** | 20.00% | $4.80 | **$4.90** | 30.00% | $4.20 | **$4.28** | 40.00% | $3.60 | **$3.67** |
| | EquipmentFocus for Comm. Equipment, per asset (15000-19999) | **$5.00** | 20.00% | $4.00 | **$4.08** | 30.00% | $3.50 | **$3.57** | 40.00% | $3.00 | **$3.06** |
| | EquipmentFocus for Comm. Equipment, per asset (20000+) | **$4.50** | 20.00% | $3.60 | **$3.67** | 30.00% | $3.15 | **$3.21** | 40.00% | $2.70 | **$2.75** |
| | | | | | | | | | | | |
| | **FleetFocusM5 or FleetFocusFA** | | | | | | | | | | |
| | **Component assets** | | | | | | | | | | |
| | 3 to 1 ratio included in base license | | | | | | | | | | |
| | Additional component licenses: | | | | | | | | | | |

| | Product Description | Commercial List Price | VITA Discount (for orders up to $100,000) | VITA Proposed Price (for orders up to $100,00) | VITA Proposed Published Price w/ IFA (orders up to $100,000) | VITA Discount (for orders over $100,000 and up to $200,00) | VITA Proposed Price (for orders over $100,000 and up to $200,00) | Proposed Published VITA Price w/ IFA (orders over $100,000 up to $200,000) | VITA Discount (for orders over $200,000) | VITA Proposed Price (for orders over $200,00) | Proposed Published VITA Price w/ IFA (orders over $200,000) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| | Component asset licenses, per asset (1-4999) | **$10.00** | 20.00% | $8.00 | **$8.16** | 30.00% | $7.00 | **$7.14** | 40.00% | $6.00 | **$6.12** |
| | Component asset licenses, per asset (5000-9999) | **$8.00** | 20.00% | $6.40 | **$6.53** | 30.00% | $5.60 | **$5.71** | 40.00% | $4.80 | **$4.90** |
| | Component asset licenses, per asset (10,000-14999) | **$7.00** | 20.00% | $5.60 | **$5.71** | 30.00% | $4.90 | **$5.00** | 40.00% | $4.20 | **$4.28** |
| | Component asset licenses, per asset (15000-19999) | **$6.00** | 20.00% | $4.80 | **$4.90** | 30.00% | $4.20 | **$4.28** | 40.00% | $3.60 | **$3.67** |
| | Componenet asset licenses, per asset (20000+) | **$5.00** | 20.00% | $4.00 | **$4.08** | 30.00% | $3.50 | **$3.57** | 40.00% | $3.00 | **$3.06** |
| | | | | | | | | | | | |
| | **FleetFocusM5 or FleetFocusFA** | | | | | | | | | | |
| | **Base system Charge, FleetFocus, for asset management only, (outsourced maintenance) non-shop environments** | | | | | | | | | | |
| | FleetFocus Size (0-749 Units)- per vehicle unit (non bus/ non transit) | **$30.00** | 20.00% | $24.00 | **$24.48** | 30.00% | $21.00 | **$21.42** | 40.00% | $18.00 | **$18.36** |
| | FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit) | **$28.80** | 20.00% | $23.04 | **$23.50** | 30.00% | $20.16 | **$20.56** | 40.00% | $17.28 | **$17.63** |
| | FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit) | **$27.00** | 20.00% | $21.60 | **$22.03** | 30.00% | $18.90 | **$19.28** | 40.00% | $16.20 | **$16.52** |
| | FleetFocus Size (2500-4999 Units)- per vehicle unit (non bus/ non transit) | **$25.20** | 20.00% | $20.16 | **$20.56** | 30.00% | $17.64 | **$17.99** | 40.00% | $15.12 | **$15.42** |
| | FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit) | **$24.00** | 20.00% | $19.20 | **$19.58** | 30.00% | $16.80 | **$17.14** | 40.00% | $14.40 | **$14.69** |
| | FleetFocus Size (7500- 9999 Units)- per vehicle unit (non bus/ non transit) | **$21.00** | 20.00% | $16.80 | **$17.14** | 30.00% | $14.70 | **$14.99** | 40.00% | $12.60 | **$12.85** |
| | FleetFocus Size (10000- 12499 Units)- per vehicle unit (non bus/ non transit) | **$18.00** | 20.00% | $14.40 | **$14.69** | 30.00% | $12.60 | **$12.85** | 40.00% | $10.80 | **$11.02** |
| | FleetFocus Size (12500-14999 Units)- per vehicle unit (non bus/ non transit) | **$16.80** | 20.00% | $13.44 | **$13.71** | 30.00% | $11.76 | **$12.00** | 40.00% | $10.08 | **$10.28** |
| | FleetFocus Size (15000-19999 Units)- per vehicle unit (non bus/ non transit) | **$15.00** | 20.00% | $12.00 | **$12.24** | 30.00% | $10.50 | **$10.71** | 40.00% | $9.00 | **$9.18** |
| | FleetFocus Size (20000- 29999 Units)- per vehicle unit (non bus/ non transit) | **$12.00** | 20.00% | $9.60 | **$9.79** | 30.00% | $8.40 | **$8.57** | 40.00% | $7.20 | **$7.34** |
| | FleetFocus Size (30000- 49999 Units)- per vehicle unit (non bus/ non transit) | **$9.00** | 20.00% | $7.20 | **$7.34** | 30.00% | $6.30 | **$6.43** | 40.00% | $5.40 | **$5.51** |
| | FleetFocus Size (50000-99999- Units)- per vehicle unit (non bus/ non transit) | **$6.00** | 20.00% | $4.80 | **$4.90** | 30.00% | $4.20 | **$4.28** | 40.00% | $3.60 | **$3.67** |
| | FleetFocus Size (100,000-299,999 Units)- per vehicle unit (non bus/ non transit) | **$4.50** | 20.00% | $3.60 | **$3.67** | 30.00% | $3.15 | **$3.21** | 40.00% | $2.70 | **$2.75** |
| | FleetFocus Size (300,000+Units)- per vehicle unit (non bus/ non transit) | **$3.00** | 20.00% | $2.40 | **$2.45** | 30.00% | $2.10 | **$2.14** | 40.00% | $1.80 | **$1.84** |
| | | | | | | | | | | | |
| | **FleetFocusM5 or FleetFocusFA** | | | | | | | | | | |
| | **FleetFocus software, for FuelFocus stand alone, i.e. not current software customers. Purchasing FuelFocus 'stand** | | | | | | | | | | |
| | *FuelTickets and Fuel inventory only: Contractually not allowed to use FleetFocus for work orders, replacement, parts inventory, etc* | | | | | | | | | | |
| | FleetFocus Size (1-999 Units)- per vehicle unit | **$15.00** | 20.00% | $12.00 | **$12.24** | 30.00% | $10.50 | **$10.71** | 40.00% | $9.00 | **$9.18** |

| | Product Description | Commercial List Price | VITA Discount (for orders up to $100,000) | VITA Proposed Price (for orders up to $100,00) | VITA Proposed Published Price w/ IFA (orders up to $100,000) | VITA Discount (for orders over $100,000 and up to $200,00) | VITA Proposed Price (for orders over $100,000 and up to $200,00) | Proposed Published VITA Price w/ IFA (orders over $100,000 up to $200,000) | VITA Discount (for orders over $200,000) | VITA Proposed Price (for orders over $200,00) | Proposed Published VITA Price w/ IFA (orders over $200,000) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| | FleetFocus Size (1000 + Units)- per vehicle unit | **$5.00** | 20.00% | $4.00 | **$4.08** | 30.00% | $3.50 | **$3.57** | 40.00% | $3.00 | **$3.06** |
| | | | | | | | | | | | |
| | **Add-on Modules - FleetFocusM5** | | | | | | | | | | |
| | M5 Motor Pool, percentage of base pricing | **10%** | | 10% | **10%** | | 10% | **10%** | | 10% | **10%** |
| | M5 Replacement Analysis, percentage of base pricing | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | M5 Dashboard (Fleet Stats Monitors) | **10%** | | 10% | **10%** | | 10% | **10%** | | 10% | **10%** |
| | M5 Workflow Generator | **10%** | | 10% | **10%** | | 10% | **10%** | | 10% | **10%** |
| | M5 Fleet Trends Historical Analysis/ Performance Measures and Monitors (or $7500, whichever is greater) | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | M5 Shop Portal | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | M5 Customer Portal | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | M5 Infocenter Adapter with customer provided BOE license | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | M5 Ad Hoc Query | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | M5 Screen Designer | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | M5 Telematics Module | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | M5 GPS (non-transit) Integration Module, Meter Readings and Diagnostics, per unit | **$20.00** | 20.00% | $16.00 | **$16.32** | 30.00% | $14.00 | **$14.28** | 40.00% | $12.00 | **$12.24** |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | **Add-on Modules - FleetFocusFA** | | | | | | | | | | |
| | Motor Pool, percentage of base pricing | **10%** | | 10% | **10%** | | 10% | **10%** | | 10% | **10%** |
| | Service Level Agreements, percentage of base pricing | **10%** | | 10% | **10%** | | 10% | **10%** | | 10% | **10%** |
| | Shop Scheduling, percentage of base pricing | **Incl** | | Incl | **Incl** | | Incl | **Incl** | | Incl | **Incl** |
| | Replacement Analysis, percentage of base pricing | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | Equipment Planning, percentage of base pricing | **10%** | | 10% | **10%** | | 10% | **10%** | | 10% | **10%** |
| | Performance Measures and Monitors, percentage of base pricing | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | *Equipment Planning Purchase includes the IC Equipment Planning Portal & Replacement Analysis* | | | | | | | | | | |
| | Production Planning, percentage of base pricing | **10%** | | 10% | **10%** | | 10% | **10%** | | 10% | **10%** |
| | Incident Management, percentage of base pricing | **15%** | | 15% | **15%** | | 15% | **15%** | | 15% | **15%** |
| | Equipment Focus for Facilities, percentage of base pricing | **20%** | | 20% | **20%** | | 20% | **20%** | | 20% | **20%** |
| | Rail Operations, percentage of base pricing | **20%** | | 20% | **20%** | | 20% | **20%** | | 20% | **20%** |
| | | | | | | | | | | | |
| | InfoCenter Reporting, percentage of base pricing | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | InfoCenter Ad Hoc Query, percentage of base pricing | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | InfoCenter Reservations Portal, percentage of base pricing | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | InfoCenter Shop Activity, (Tech and Supervisor portal) percentage of base pricing | **10%** | | 10% | **10%** | | 10% | **10%** | | 10% | **10%** |
| | InfoCenter Customer Access, percentage of base pricing | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | InfoCenter Dashboards, percentage of base pricing | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | InfoCenter Enterprise Portal, percentage of base pricing | **Incl.** | | Incl. | **Incl.** | | Incl. | **Incl.** | | Incl. | **Incl.** |
| | InfoCenter Notifications Module | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |

## Fleet Software

| Product Description | Commercial List Price | VITA Discount (for orders up to $100,000) | VITA Proposed Price (for orders up to $100,00) | VITA Proposed Published Price w/ IFA (orders up to $100,000) | VITA Discount (for orders over $100,000 and up to $200,00) | VITA Proposed Price (for orders over $100,000 and up to $200,00) | Proposed Published VITA Price w/ IFA (orders over $100,000 up to $200,000) | VITA Discount (for orders over $200,000) | VITA Proposed Price (for orders over $200,00) | Proposed Published VITA Price w/ IFA (orders over $200,000) |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| InfoCenter Accounting Gateway Module, percentage of base pricing | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| InfoCenter Novalog OPC Parts Catalog Integration | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| InfoCenter Yard Management | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| InfoCenter NAPA Interface | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| InfoCenter Invers Interface Module | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| Telematics Module | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | | | | | | | | | | |
| MAXQueue Integration Module, percentage of base system | **5%** | | 5% | **5%** | | 5% | **5%** | | 5% | **5%** |
| | | | | | | | | | | |
| MobileFocus for Pocket PC/Windows 2000, per pda, not incl. hardware | **$960.00** | 20.00% | $768.00 | **$783.36** | 30.00% | $672.00 | **$685.44** | 40.00% | $576.00 | **$587.52** |
| | | | | | | | | | | |
| **KeyValet** | | | | | | | | | | |
| KeyValet Module (1st site) | **$ 7,500** | 20.00% | $6,000.00 | **$6,120.00** | 30.00% | $5,250.00 | **$5,355.00** | 40.00% | $4,500.00 | **$4,590.00** |
| KeyValet Module (2nd and 3rd sites (each)) | **$ 2,500** | 20.00% | $2,000.00 | **$2,040.00** | 30.00% | $1,750.00 | **$1,785.00** | 40.00% | $1,500.00 | **$1,530.00** |
| KeyValet Module (each site # 4-10) | **$ 1,500** | 20.00% | $1,200.00 | **$1,224.00** | 30.00% | $1,050.00 | **$1,071.00** | 40.00% | $900.00 | **$918.00** |
| KeyValet Module (each site after the 10th) | **$1,000.00** | 20.00% | $800.00 | **$816.00** | 30.00% | $700.00 | **$714.00** | 40.00% | $600.00 | **$612.00** |
| | | | | | | | | | | |
| Annual Maintenance of Software is 20% of the total, discounted software and add-on module pricing | | | | | | | | | | |
| | | | | | | | | | | |
| **FleetFocusM5 or FleetFocusFA** | | | | | | | | | | |
| **Per Instance Fee** | | | | | | | | | | |
| FleetFocus Size (0-749 Units) | **$12,500.00** | 20.00% | $10,000.00 | **$10,200.00** | 30.00% | $7,140.00 | **$7,282.80** | 40.00% | $4,369.68 | **$4,457.07** |
| FleetFocus Size (500 - 999 Units)- per vehicle unit(non bus/ non transit) | **$15,000.00** | 20.00% | $12,000.00 | **$12,240.00** | 30.00% | $8,568.00 | **$8,739.36** | 40.00% | $5,243.62 | **$5,348.49** |
| FleetFocus Size (1000 - 2499 Units)-per vehicle unit (non bus/ non transit) | **$17,500.00** | 20.00% | $14,000.00 | **$14,280.00** | 30.00% | $9,996.00 | **$10,195.92** | 40.00% | $6,117.55 | **$6,239.90** |
| FleetFocus Size (2500-4999 Units) | **$20,000.00** | 20.00% | $16,000.00 | **$16,320.00** | 30.00% | $11,424.00 | **$11,652.48** | 40.00% | $6,991.49 | **$7,131.32** |
| FleetFocus Size (5000 - 7499 Units)-per vehicle unit (non bus/ non transit) | **$22,500.00** | 20.00% | $18,000.00 | **$18,360.00** | 30.00% | $12,852.00 | **$13,109.04** | 40.00% | $7,865.42 | **$8,022.73** |
| FleetFocus Size (7500- 9999 Units) | **$25,000.00** | 20.00% | $20,000.00 | **$20,400.00** | 30.00% | $14,280.00 | **$14,565.60** | 40.00% | $8,739.36 | **$8,914.15** |
| FleetFocus Size (10000- 12499 Units) | **$27,500.00** | 20.00% | $22,000.00 | **$22,440.00** | 30.00% | $15,708.00 | **$16,022.16** | 40.00% | $9,613.30 | **$9,805.56** |
| FleetFocus Size (12500-14999 Units) | **$30,000.00** | 20.00% | $24,000.00 | **$24,480.00** | 30.00% | $17,136.00 | **$17,478.72** | 40.00% | $10,487.23 | **$10,696.98** |
| FleetFocus Size (15000-19999 Units) | **$35,000.00** | 20.00% | $28,000.00 | **$28,560.00** | 30.00% | $19,992.00 | **$20,391.84** | 40.00% | $12,235.10 | **$12,479.81** |
| FleetFocus Size (20000- 29999 Units) | **$40,000.00** | 20.00% | $32,000.00 | **$32,640.00** | 30.00% | $22,848.00 | **$23,304.96** | 40.00% | $13,982.98 | **$14,262.64** |
| FleetFocus Size (30000- 49999 Units) | **$45,000.00** | 20.00% | $36,000.00 | **$36,720.00** | 30.00% | $25,704.00 | **$26,218.08** | 40.00% | $15,730.85 | **$16,045.46** |
| FleetFocus Size (50000-99999- Units) | **$50,000.00** | 20.00% | $40,000.00 | **$40,800.00** | 30.00% | $28,560.00 | **$29,131.20** | 40.00% | $17,478.72 | **$17,828.29** |
| FleetFocus Size (100,000-299,999 Units) | **$55,000.00** | 20.00% | $44,000.00 | **$44,880.00** | 30.00% | $31,416.00 | **$32,044.32** | 40.00% | $19,226.59 | **$19,611.12** |
| FleetFocus Size (300,000+Units) | **$60,000.00** | 20.00% | $48,000.00 | **$48,960.00** | 30.00% | $34,272.00 | **$34,957.44** | 40.00% | $20,974.46 | **$21,393.95** |

**Fleet Software**

| | Product Description | Commercial List Price | VITA Discount (for orders up to $100,000) | VITA Proposed Price (for orders up to $100,00) | VITA Proposed Published Price w/ IFA (orders up to $100,000) | VITA Discount (for orders over $100,000 and up to $200,00) | VITA Proposed Price (for orders over $100,000 and up to $200,00) | Proposed Published VITA Price w/ IFA (orders over $100,000 up to $200,000) | VITA Discount (for orders over $200,000) | VITA Proposed Price (for orders over $200,00) | Proposed Published VITA Price w/ IFA (orders over $200,000) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

## Fleet Barcode Kiosk

| | Product Description | Commercial List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | | | | | |
| | **Handheld Computers** | | | | |
| | Symbol PPT8846 Wireless Device - Color Display | $2,295.00 | 3.00% | $2,226.15 | **$2,270.67** |
| | Symbol MC50 Batch Device, Color Display, QWERTY keypad, for use with FA | $1,475.00 | 3.00% | $1,430.75 | **$1,459.37** |
| | Symbol MC70 Wireless Device - Numeric Keypad, 1D Scanner | $2,595.00 | 3.00% | $2,517.15 | **$2,567.49** |
| | Symbol MC9090K Ruggedized Device, Color Display, 43 Key | $3,345.00 | 3.00% | $3,244.65 | **$3,309.54** |
| | | | | | |
| | *Options* | | | | |
| | PPT8846 Charging Cradle | $200.00 | 3.00% | $194.00 | **$197.88** |
| | MC70 Charging Cradle | $220.00 | 3.00% | $213.40 | **$217.67** |
| | MC50 Charging Cradle | $50.00 | 3.00% | $48.50 | **$49.47** |
| | | | | | |
| | **Kiosks** | | | | |
| | DT120MX 15" Kiosk | $4,350.00 | 1.50% | $4,284.75 | **$4,370.45** |
| | DT120MX 17" Kiosk | $4,800.00 | 1.50% | $4,728.00 | **$4,822.56** |
| | DT120MX 19" Kiosk | $5,250.00 | 1.50% | $5,171.25 | **$5,274.68** |
| | Wireless Network Option | $300.00 | 1.50% | $295.50 | **$301.41** |
| | Battery Power Option | $1,500.00 | 1.50% | $1,477.50 | **$1,507.05** |
| | | | | | |
| | **Bar Code Scanners** | | | | |
| | PSC Quickscan 6000+ | $495.00 | 1.50% | $487.58 | **$497.33** |
| | Symbol LS2200 Wedge Device MCMS, M4, M5 | $395.00 | 1.50% | $389.08 | **$396.86** |
| | | | | | |
| | **Bar Code Printers** | | | | |
| | Zebra S4M USB/PrintServerII Printer | $1,595.00 | 1.50% | $1,571.08 | **$1,602.50** |
| | Zebra TLP2844 Printer Kit | $695.00 | 1.50% | $684.58 | **$698.27** |
| | 4" W x 1.5"L label, 960 per roll 12 rolls per case (TLP2844) | $110.00 | 1.50% | $108.35 | **$110.52** |
| | Labels 4x2 4 rolls per case (S4M) | $78.00 | 1.50% | $76.83 | **$78.37** |
| | | | | | |
| | | | | | |

## GPS- Telematics

| | Product Description | Commercial List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | | | | | |
| | **NetworkFleet Hardware** | | | | |
| | **(1 - 349 units)** | | | | |
| | L3500 light vehicle units (3500 PNL) | $425.00 | 7.50% | $393.13 | **$400.99** |
| | L3500 heavy vehicle units (3500 PNH) | $425.00 | 7.50% | $393.13 | **$400.99** |
| | L3500 Universal | $295.00 | 7.50% | $272.88 | **$278.33** |
| | L4200 | $195.00 | 7.50% | $180.38 | **$183.98** |
| | | | | | |
| | **(350 - 699 Units)** | | | | |
| | L3500 light vehicle units (3500 PNL) | $385.00 | 7.50% | $356.13 | **$363.25** |
| | L3500 heavy vehicle units (3500 PNH) | $385.00 | 7.50% | $356.13 | **$363.25** |
| | L3500 Universal | $295.00 | 7.50% | $272.88 | **$278.33** |
| | L4200 | $195.00 | 7.50% | $180.38 | **$183.98** |
| | | | | | |
| | **(700+ Units)** | | | | |
| | L3500 light vehicle units (3500 PNL) | $307.50 | 7.50% | $284.44 | **$290.13** |
| | L3500 heavy vehicle units (3500 PNH) | $307.50 | 7.50% | $284.44 | **$290.13** |
| | L3500 Universal | $295.00 | 7.50% | $272.88 | **$278.33** |
| | L4200 | $195.00 | 7.50% | $180.38 | **$183.98** |
| | | | | | |
| | Sensors | $52.00 | 7.50% | $48.10 | **$49.06** |
| | | | | | |
| | **NetworkFleet Monthly Service** | | | | |
| | Year One (billed annualy in advance) 3500SM12S (0 - 349 units) | $28.00 | 7.50% | $25.90 | **$26.42** |
| | Year One (billed annualy in advance) 3500SM12S (350 - 699 units) | $27.00 | 7.50% | $24.98 | **$25.47** |
| | Year One (billed annualy in advance) 3500SM12S (700-1000 units) | $25.00 | 7.50% | $23.13 | **$23.59** |
| | Year One (billed annualy in advance) 3500SM12S (1001+ units) | $24.00 | 7.50% | $22.20 | **$22.64** |

| DESCRIPTION | List Price |
|---|---|
| | |
| | |
| **KeyBox Hardware** | |
| **KeyBox - 8 Keys** | **$5,420.00** |
| **KeyBox - 16 Keys** | **$7,080.00** |
| **KeyBox - 32 Keys** | **$9,430.00** |
| **KeyBox - 64 Keys** | **$12,750.00** |
| **KeyBox - 96 Keys** | **$15,380.00** |
| | |
| **KeyBox Enclosures** | |
| **KeyBox Enclosure - 8 Keys** | **$660.00** |
| **KeyBox Enclosure - 16 Keys** | **$660.00** |
| **KeyBox Enclosure - 32 Keys** | **$750.00** |
| **KeyBox Enclosure - 64 Keys** | **$640.00** |
| **KeyBox Enclosure - 96 Keys** | **$950.00** |
| | |
| **KeyBox Options** | |
| **Proximity Reader (HID)** | **$490.00** |
| **Wall Mounted Controller** | **$2,000.00** |
| **HID Proximity Keys** | **$7.00** |
| **KeyBox Antenna Kit** | **$2,800.00** |
| | |
| **Vehicle Hardware** | |
| **Vehicle Unit Programmer** | **$1,280.00** |
| **RF Vehicle Starter Kit - KeyValet** | **$400.00** |
| **Vehicle Antennas** | **$18.49** |
| **Vehicle Identification Box** | **$162.37** |

| Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|
| | | |
| | | |
| | | |
| 7.00% | $5,040.60 | **$5,141.41** |
| 7.00% | $6,584.40 | **$6,716.09** |
| 7.00% | $8,769.90 | **$8,945.30** |
| 7.00% | $11,857.50 | **$12,094.65** |
| 7.00% | $14,303.40 | **$14,589.47** |
| | | |
| | | |
| 7.00% | $613.80 | **$626.08** |
| 7.00% | $613.80 | **$626.08** |
| 7.00% | $697.50 | **$711.45** |
| 7.00% | $595.20 | **$607.10** |
| 7.00% | $883.50 | **$901.17** |
| | | |
| | | |
| 7.00% | $455.70 | **$464.81** |
| 7.00% | $1,860.00 | **$1,897.20** |
| 7.00% | $6.51 | **$6.64** |
| 7.00% | $2,604.00 | **$2,656.08** |
| | | |
| | | |
| 7.00% | $1,190.40 | **$1,214.21** |
| 7.00% | $372.00 | **$379.44** |
| 7.00% | $17.20 | **$17.54** |
| 7.00% | $151.00 | **$154.02** |

AssetWorks introduces new software products and new hardware products periodically. New products introduced by AssetWorks will be offered to Virginia customers following the discount policies noted throughout this schedule.

AssetWorks may also create new job classifications to support additional products.

A summary of the discount policy by product category is noted below:

***FleetFocus Software***

| **Volume Discounts for NEW Customers** | **DISCOUNT** |
|---|---|
| Total single purchase order for up to $100,000 in software licenses | 20% |
| Total single purchase order for over $100,000 to $200,000 in software licenses | 30% |
| Total single purchase order for over $200,000 in software licenses | 40% |

***Third Party Software***

| | |
|---|---|
| All Third Party Software Products | 0.75% |

***Consulting Services***

| | |
|---|---|
| Fleet Consulting Category | 2.50% |
| Fuel Consulting Category | 2% |

***FUEL HARDWARE:***

| **Quantity Discounts for NEW Customers (see Note 1):** | **MAXIMUM Allowable Discount (see note 2):** |
|---|---|
| <u>Fuel Island Control Hardware</u> | |
| Quantities < 50 | 7.0% |
| Quantities 50-99 | 14.0% |
| Quantities of 100 or more | 19.5% |
| <u>Nozzle Transponders</u> | |
| Quantities < 200 | 7.0% |
| Quantities of 200 or more | 10.0% |
| <u>WAF Vehicle Equipment</u> | |

| | |
|---|---|
| Quantities < 1,500 | 2.0% |
| Quantities 1,500-3,999 | 4.5% |
| Quantities of 4,000 or more | 10.0% |
| | |
| Programmers | |
| Quantities < 20 | 2.0% |
| Quantities of 20 to 99 | 4.5% |
| Quantities of 100 or more | 10.0% |
| | |
| Harness Cables | |
| Quantities < 500 | 2.0% |
| Quantities of 500-3,999 | 4.5% |
| Quantities of 4,000 or more | 10.0% |
| | |
| Spare Parts & Spare Parts Kits | |
| Quantities < 10 | 9.0% |
| Quantities of 10 or more | 14.5% |
| | |
| Passive Identification Key Technology | |
| Quantities < 5,000 | 9.0% |
| Quantities of 5,000 or more | 14.5% |
| | |
| Banner Overheard Sensors | |
| Quantities < 50 | 7.5% |
| Quantities of 50 or more | 12.5% |
| | |
| Omron | |
| Quantities < 100 | 7.5% |
| Quantities of 100 or more | 12.5% |
| | |
| Equipment Rental | 7.0% |
| | |
| Other Equipment less than $100 per item | |
| Quantities < 1,500 | 2.0% |
| Quantities 1,500-3,999 | 4.5% |
| Quantities of 4,000 or more | 10.0% |

| | |
|---|---|
| Other Equipment between $100 - $1000 per item | |
| Quantities < 1,500 | 2.0% |
| Quantities 1,500-3,999 | 4.5% |
| Quantities of 4,000 or more | 10.0% |
| | |
| Other Equipment greater than $1000 per item | 2.0% |
| Quantities < 1,500 | 4.5% |
| Quantities 1,500-3,999 | 10.0% |
| Quantities of 4,000 or more | |

* *Current Fuel Hardware customers upgrading from previous older Fuel Hardware may be granted greater discounts based on*

***OTHER HARDWARE (any quantity)***

| | |
|---|---|
| Handheld Computers | 3.0% |
| Kiosks | 1.5% |
| Bar Code Scanners | 1.5% |
| Bar Code Printers | 1.5% |
| Kiosk Accessories | 1.5% |
| Bar Code Accessories | 1.50% |
| RFID Hardware | 1.50% |
| GPS / Telematics Hardware | 1.50% |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | | | | | |
| | **RFC-1500 ICU without WAF SUPPORT** | | | | |
| | RFC1500 ICU - 2 Hose No Option (up tp 49 units) price per unit | $5,127.50 | 7.00% | $4,768.58 | **$4,863.95** |
| | RFC1500 ICU - 2 Hose No Option (50 to 99 units) price per unit | $5,127.50 | 14.50% | $4,384.01 | **$4,471.69** |
| | RFC1500 ICU - 2 Hose No Option (100 units or more) price per unit | $5,127.50 | 19.50% | $4,127.64 | **$4,210.19** |
| | | | | | |
| | **RFC-2500 ICU without WAF SUPPORT** | | | | |
| | RFC2500 ICU - 4 Hose, No Option (up to 49 units) price per unit | $7,700.00 | 7.00% | $7,161.00 | **$7,304.22** |
| | RFC2500 ICU - 4 Hose, No Option (50 to 99 units) price per unit | $7,700.00 | 14.50% | $6,583.50 | **$6,715.17** |
| | RFC2500 ICU - 4 Hose, No Option (100 units or more) price per unit | $7,700.00 | 19.50% | $6,198.50 | **$6,322.47** |
| | | | | | |
| | RFC2500 ICU - 8 Hose, No Option (up to 49 units) price per unit | $8,277.50 | 7.00% | $7,698.08 | **$7,852.04** |
| | RFC2500 ICU - 8 Hose, No Option (50 to 99 units) price per unit | $8,277.50 | 14.50% | $7,077.26 | **$7,218.81** |
| | RFC2500 ICU - 8 Hose, No Option (100 units or more) price per unit | $8,277.50 | 19.50% | $6,663.39 | **$6,796.66** |
| | | | | | |
| | RFC2500 ICU - 12 Hose, No Option (up to 49 units) price per unit | $9,817.50 | 7.00% | $9,130.28 | **$9,312.88** |
| | RFC2500 ICU - 12 Hose, No Option (50 to 99 units) price per unit | $9,817.50 | 14.50% | $8,393.96 | **$8,561.84** |
| | RFC2500 ICU - 12 Hose, No Option (100 or more units) price per unit | $9,817.50 | 19.50% | $7,903.09 | **$8,061.15** |
| | | | | | |
| | RFC2500 ICU - 16 Hose, No Option (up to 49 units) price per unit | $10,202.50 | 7.00% | $9,488.33 | **$9,678.09** |
| | RFC2500 ICU - 16 Hose, No Option (50 to 99 units) price per unit | $10,202.50 | 14.50% | $8,723.14 | **$8,897.60** |
| | RFC2500 ICU - 16 Hose, No Option (100 or more units) price per unit | $10,202.50 | 19.50% | $8,213.01 | **$8,377.27** |
| | | | | | |
| | | | | | |
| | **RFC-2500 ICU without WAF SUPPORT & Printer** | | | | |
| | RFC2500 ICU - 4 Hose, No Option - Printer (up to 49 units) price per unit | $9,355.50 | 7.00% | $8,700.62 | **$8,874.63** |
| | RFC2500 ICU - 4 Hose, No Option - Printer (50 to 99 units) price per unit | $9,355.50 | 14.50% | $7,998.95 | **$8,158.93** |
| | RFC2500 ICU - 4 Hose, No Option - Printer (100 units or more) price per unit | $9,355.50 | 19.50% | $7,531.18 | **$7,681.80** |
| | | | | | |
| | RFC2500 ICU - 8 Hose, No Option - Printer (up to 49 units) price per unit | $9,933.00 | 7.00% | $9,237.69 | **$9,422.44** |
| | RFC2500 ICU - 8 Hose, No Option - Printer (50 to 99 units) price per unit | $9,933.00 | 14.50% | $8,492.72 | **$8,662.57** |
| | RFC2500 ICU - 8 Hose, No Option - Printer (100 or more units) price per unit | $9,933.00 | 19.50% | $7,996.07 | **$8,155.99** |
| | | | | | |
| | RFC2500 ICU - 12 Hose, No Option - Printer (up to 49 units) price per unit | $11,473.00 | 7.00% | $10,669.89 | **$10,883.29** |
| | RFC2500 ICU - 12 Hose, No Option - Printer (50 to 99 units) price per unit | $11,473.00 | 14.50% | $9,809.42 | **$10,005.60** |
| | RFC2500 ICU - 12 Hose, No Option - Printer (100 or more units) price per unit | $11,473.00 | 19.50% | $9,235.77 | **$9,420.48** |
| | | | | | |
| | RFC2500 ICU - 16 Hose, No Option - Printer (up to 49 units) price per unit | $11,858.00 | 7.00% | $11,027.94 | **$11,248.50** |
| | RFC2500 ICU - 16 Hose, No Option - Printer (50 to 99 units) price per unit | $11,858.00 | 14.50% | $10,138.59 | **$10,341.36** |
| | RFC2500 ICU - 16 Hose, No Option - Printer (100 or more units) price per unit | $11,858.00 | 19.50% | $9,545.69 | **$9,736.60** |
| | | | | | |
| | **ICU & Front Panel Options** | | | | |
| | Mag Card Option (up to 49 units) price per unit | $250.25 | 7.00% | $232.73 | **$237.39** |
| | Mag Card Option (50 to 99 units) price per unit | $250.25 | 14.50% | $213.96 | **$218.24** |
| | Mag Card Option (100 or more units) price per unit | $250.25 | 19.50% | $201.45 | **$205.48** |
| | | | | | |
| | HID Option (up to 49 units) price per unit | $385.00 | 7.00% | $358.05 | **$365.21** |
| | HID Option (50 to 99 units) price per unit | $385.00 | 14.50% | $329.18 | **$335.76** |
| | HID Option (100 or more units) price per unit | $385.00 | 19.50% | $309.93 | **$316.12** |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | | | | | |
| | AWID Option (up to 49 units) price per unit | $385.00 | 7.00% | $358.05 | **$365.21** |
| | AWID Option (50 to 99 units) price per unit | $385.00 | 14.50% | $329.18 | **$335.76** |
| | AWID Option (100 or more units) price per unit | $385.00 | 19.50% | $309.93 | **$316.12** |
| | | | | | |
| | Printer Upgrade Kit with door (after sale) (up to 49 units) price per unit | $1,828.75 | 7.00% | $1,700.74 | **$1,734.75** |
| | Printer Upgrade Kit with door (after sale) (50 to 99 units) price per unit | $1,828.75 | 14.50% | $1,563.58 | **$1,594.85** |
| | Printer Upgrade Kit with door (after sale) (100 or more units) price per unit | $1,828.75 | 19.50% | $1,472.14 | **$1,501.59** |
| | | | | | |
| | Electrical Installation Kit - LG (up to 49 units) price per unit | $650.00 | 7.00% | $604.50 | **$616.59** |
| | Electrical Installation Kit - LG (50 to 99 units) price per unit | $650.00 | 14.50% | $555.75 | **$566.87** |
| | Electrical Installation Kit - LG (100 or more units) price per unit | $650.00 | 19.50% | $523.25 | **$533.72** |
| | | | | | |
| | Electrical Installation Kit - SM (up to 49 units) price per unit | $350.00 | 7.00% | $325.50 | **$332.01** |
| | Electrical Installation Kit - SM (50 to 99 units) price per unit | $350.00 | 14.50% | $299.25 | **$305.24** |
| | Electrical Installation Kit - SM (100 or more ) price per unit | $350.00 | 19.50% | $281.75 | **$287.39** |
| | | | | | |
| | UPS Power Conditioners (up to 49 units) price per unit | $109.00 | 7.00% | $101.37 | **$103.40** |
| | UPS Power Conditioners (50 to 99 units) price per unit | $109.00 | 14.50% | $93.20 | **$95.06** |
| | UPS Power Conditioners (100 or more units) price per unit | $109.00 | 19.50% | $87.75 | **$89.50** |
| | | | | | |
| | FF OPW Pulser Kit (up to 49 units) price per unit | $146.90 | 7.00% | $136.62 | **$139.35** |
| | FF OPW Pulser Kit (50 to 99 units) price per unit | $146.90 | 14.50% | $125.60 | **$128.11** |
| | FF OPW Pulser Kit (100 or more units) price per unit | $146.90 | 19.50% | $118.25 | **$120.62** |
| | | | | | |
| | FF GAS Pulser Interface Board (up to 49 units) price per unit | $286.00 | 7.00% | $265.98 | **$271.30** |
| | FF GAS Pulser Interface Board (50 to 99 units) price per unit | $286.00 | 14.50% | $244.53 | **$249.42** |
| | FF GAS Pulser Interface Board (100 or more units) price per unit | $286.00 | 19.50% | $230.23 | **$234.83** |
| | | | | | |
| | FF VR Totalizer Pulser (up to 49 units) price per unit | $287.30 | 7.00% | $267.19 | **$272.53** |
| | FF VR Totalizer Pulser (50 to 99 units) price per unit | $287.30 | 14.50% | $245.64 | **$250.55** |
| | FF VR Totalizer Pulser (100 or more units) price per unit | $287.30 | 19.50% | $231.28 | **$235.90** |
| | | | | | |
| | **FuelFocus Software/Integration** | | | | |
| | Fuel Insight Software -Server Only (price per license) | $7,995.00 | 7.00% | $7,435.35 | **$7,584.06** |
| | Fuel Insight Software Additional Seats (price per seat) | $995.00 | 7.00% | $925.35 | **$943.86** |
| | FleetFocus Integration License (up to 9 licenses) price per license | $2,495.00 | 7.00% | $2,320.35 | **$2,366.76** |
| | FleetFocus Integration License (10 to 99 licenses) price per license | $2,495.00 | 14.50% | $2,133.23 | **$2,175.89** |
| | FleetFocus Integration License (100 or more licenses) price per license | $2,495.00 | 19.00% | $2,020.95 | **$2,061.37** |
| | | | | | |
| | Veeder Root Integration (per site if 1 site) | $3,995.00 | 7.00% | $3,715.35 | **$3,789.66** |
| | Veeder Root Integration (per site if multiple sites, up to 8 add'l sites) | $1,295.00 | 7.00% | $1,204.35 | **$1,228.44** |
| | Veeder Root Integration (per site if multiple sites, 9 to 98 add'l sites) | $1,295.00 | 14.50% | $1,107.23 | **$1,129.37** |
| | Veeder Root Integration (per site if multiple sites, 99 or more add'l sites) | $1,295.00 | 19.00% | $1,048.95 | **$1,069.93** |
| | | | | | |
| | **Communication/Networking** | | | | |
| | AssetWorks Canopy Network PTP Hardware (up to 9 units) price per unit | $5,250.00 | 3.00% | $5,092.50 | **$5,194.35** |
| | AssetWorks Canopy Network PTP Hardware (10 to 24 units) price per unit | $5,250.00 | 7.00% | $4,882.50 | **$4,980.15** |
| | AssetWorks Canopy Network PTP Hardware (25 or more units) price per unit | $5,250.00 | 10.00% | $4,725.00 | **$4,819.50** |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | | | | | |
| | FF Communication Cable (up to 9 units) price per unit | $334.10 | 3.00% | $324.08 | **$330.56** |
| | FF Communication Cable (10 or more units) price per unit | $334.10 | 7.00% | $310.71 | **$316.93** |
| | | | | | |
| | | | | | |
| | **RFC-1500 ICU with WAF SUPPORT (without WAF Unit)** | | | | |
| | RFC1500 ICU - WAF, 2 Hose No Option (up to 49 units) price per unit | $10,298.75 | 7.00% | $9,577.84 | **$9,769.39** |
| | RFC1500 ICU - WAF, 2 Hose No Option (50 to 99 units) price per unit | $10,298.75 | 14.50% | $8,805.43 | **$8,981.54** |
| | RFC1500 ICU - WAF, 2 Hose No Option (100 or more units) price per unit | $10,298.75 | 19.00% | $8,341.99 | **$8,508.83** |
| | | | | | |
| | **RFC-2500 ICU with WAF SUPPORT (without WAF Unit)** | | | | |
| | RFC2500 ICU - WAF, 4 No Option (up to 49 units) price per unit | $13,475.00 | 7.00% | $12,531.75 | **$12,782.39** |
| | RFC2500 ICU - WAF, 4 No Option (50 to 99 units) price per unit | $13,475.00 | 14.50% | $11,521.13 | **$11,751.55** |
| | RFC2500 ICU - WAF, 4 No Option (100 or more units) price per unit | $13,475.00 | 19.00% | $10,914.75 | **$11,133.05** |
| | | | | | |
| | RFC2500 ICU - WAF, 8 No Option (up to 49 units) price per unit | $14,052.50 | 7.00% | $13,068.83 | **$13,330.20** |
| | RFC2500 ICU - WAF, 8 No Option (50 to 99 units) price per unit | $14,052.50 | 14.50% | $12,014.89 | **$12,255.19** |
| | RFC2500 ICU - WAF, 8 No Option (100 or more units) price per unit | $14,052.50 | 19.00% | $11,382.53 | **$11,610.18** |
| | | | | | |
| | RFC2500 ICU - WAF, 12 No Option (up to 49 units) price per unit | $15,592.50 | 7.00% | $14,501.03 | **$14,791.05** |
| | RFC2500 ICU - WAF, 12 No Option (50 to 99 units) price per unit | $15,592.50 | 14.50% | $13,331.59 | **$13,598.22** |
| | RFC2500 ICU - WAF, 12 No Option (100 or more units) price per unit | $15,592.50 | 19.00% | $12,629.93 | **$12,882.52** |
| | | | | | |
| | RFC2500 ICU - WAF, 16 No Option (up to 49 units) price per unit | $15,977.50 | 7.00% | $14,859.08 | **$15,156.26** |
| | RFC2500 ICU - WAF, 16 No Option (50 to 99 units) price per unit | $15,977.50 | 14.50% | $13,660.76 | **$13,933.98** |
| | RFC2500 ICU - WAF, 16 No Option (100 or more units) price per unit | $15,977.50 | 19.00% | $12,941.78 | **$13,200.61** |
| | | | | | |
| | **RFC-2500 ICU with WAF SUPPORT (without WAF Unit) & Printer** | | | | |
| | RFC2500 ICU - WAF, 4 No Option - Printer (up to 49 units) price per unit | $15,130.50 | 7.00% | $14,071.37 | **$14,352.79** |
| | RFC2500 ICU - WAF, 4 No Option - Printer (50 to 99 units) price per unit | $15,130.50 | 14.50% | $12,936.58 | **$13,195.31** |
| | RFC2500 ICU - WAF, 4 No Option - Printer (100 or more units) price per unit | $15,130.50 | 19.00% | $12,255.71 | **$12,500.82** |
| | | | | | |
| | RFC2500 ICU - WAF, 8 No Option - Printer (up to 49 units) price per unit | $15,708.00 | 7.00% | $14,608.44 | **$14,900.61** |
| | RFC2500 ICU - WAF, 8 No Option - Printer (50 to 99 units) price per unit | $15,708.00 | 14.50% | $13,430.34 | **$13,698.95** |
| | RFC2500 ICU - WAF, 8 No Option - Printer (100 or more units) price per unit | $15,708.00 | 19.00% | $12,723.48 | **$12,977.95** |
| | | | | | |
| | RFC2500 ICU - WAF, 12 No Option - Printer (up to 49 units) price per unit | $17,248.00 | 7.00% | $16,040.64 | **$16,361.45** |
| | RFC2500 ICU - WAF, 12 No Option - Printer (50 to 99 units) price per unit | $17,248.00 | 14.50% | $14,747.04 | **$15,041.98** |
| | RFC2500 ICU - WAF, 12 No Option - Printer (100 or more units) price per unit | $17,248.00 | 19.00% | $13,970.88 | **$14,250.30** |
| | | | | | |
| | RFC2500 ICU - WAF, 16 No Option - Printer (up to 49 units) price per unit | $17,633.00 | 7.00% | $16,398.69 | **$16,726.66** |
| | RFC2500 ICU - WAF, 16 No Option - Printer (50 to 99 units) price per unit | $17,633.00 | 14.50% | $15,076.22 | **$15,377.74** |
| | RFC2500 ICU - WAF, 16 No Option - Printer (100 or more units) price per unit | $17,633.00 | 19.00% | $14,282.73 | **$14,568.38** |
| | | | | | |
| | RFC-2500 WAF Mobile Refueler (up to 49 units) price per unit | $14,437.50 | 7.00% | $13,426.88 | **$13,695.41** |
| | RFC-2500 WAF Mobile Refueler (50 to 99 units) price per unit | $14,437.50 | 14.50% | $12,344.06 | **$12,590.94** |
| | RFC-2500 WAF Mobile Refueler (100 or more units) price per unit | $14,437.50 | 19.00% | $11,694.38 | **$11,928.26** |
| | | | | | |
| | **RFC-2500 ICU - OptiModem Version** | | | | |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | RFC-2500 ICU -WAF 4 Optical Channels No Option (up to 49 units) price per unit | $12,647.25 | 7.00% | $11,761.94 | **$11,997.18** |
| | RFC-2500 ICU -WAF 4 Optical Channels No Option (50 to 99 units) price per unit | $12,647.25 | 14.50% | $10,813.40 | **$11,029.67** |
| | RFC-2500 ICU -WAF 4 Optical Channels No Option (100 or more units) price per unit | $12,647.25 | 19.00% | $10,244.27 | **$10,449.16** |
| | | | | | |
| | DDA - with power supply (up to 49 units) price per unit | $1,058.75 | 7.00% | $984.64 | **$1,004.33** |
| | DDA - with power supply (50 to 99 units) price per unit | $1,058.75 | 14.50% | $905.23 | **$923.34** |
| | DDA - with power supply (50 or more units) price per unit | $1,058.75 | 19.00% | $857.59 | **$874.74** |
| | | | | | |
| | Mechanical Pump Adapter (up to 49 units) price per unit | $481.25 | 7.00% | $447.56 | **$456.51** |
| | Mechanical Pump Adapter (50 to 99 units) price per unit | $481.25 | 14.50% | $411.47 | **$419.70** |
| | Mechanical Pump Adapter (100 or more units) price per unit | $481.25 | 19.00% | $389.81 | **$397.61** |
| | | | | | |
| | Oil Reel Conversion Kit (up to 49 units) price per unit | $2,117.50 | 7.00% | $1,969.28 | **$2,008.66** |
| | Oil Reel Conversion Kit (50 to 99 units) price per unit | $2,117.50 | 14.50% | $1,810.46 | **$1,846.67** |
| | Oil Reel Conversion Kit (100 or more units) price per unit | $2,117.50 | 19.00% | $1,715.18 | **$1,749.48** |
| | | | | | |
| | **RFC-2500 Vehicle Data Collector** | | | | |
| | WAF Box Hi Power w/ mast (up to 49 units) price per unit | $825.00 | 7.00% | $767.25 | **$782.60** |
| | WAF Box Hi Power w/ mast (50 to 99 units) price per unit | $825.00 | 14.50% | $705.38 | **$719.48** |
| | WAF Box Hi Power w/ mast (100 or more units) price per unit | $825.00 | 19.00% | $668.25 | **$681.62** |
| | | | | | |
| | RFU - includes power supply and ribbon cable (up to 49 units) price per unit | $165.55 | 7.00% | $153.96 | **$157.04** |
| | RFU - includes power supply and ribbon cable (50 to 99 units) price per unit | $165.55 | 14.50% | $141.55 | **$144.38** |
| | RFU - includes power supply and ribbon cable (100 or more units) price per unit | $165.55 | 19.00% | $134.10 | **$136.78** |
| | | | | | |
| | VDC Software Package (up to 49 licenses) price per license | $1,443.75 | 7.00% | $1,342.69 | **$1,369.54** |
| | VDC Software Package (50 to 99 licenses) price per license | $1,443.75 | 14.50% | $1,234.41 | **$1,259.09** |
| | VDC Software Package (100 or more licenses) price per license | $1,443.75 | 19.00% | $1,169.44 | **$1,192.83** |
| | | | | | |
| | Nozzle Transponders - includes nozzle cover where applicable (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponders - includes nozzle cover where applicable (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | **$0.00** |
| | Nozzle Transponder for Wheaton Transit (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for Wheaton Transit (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for CNG (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for CNG (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for Emco A4005 (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for Emco A4005 (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for Emco A2000 (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for Emco A2000 (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for Emco A6000 (also OPW7H) (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for Emco A6000 (also OPW7H) (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for OPW11VF (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for OPW11VF (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | | | | | |
| | Nozzle Transponder for OPW11VAA (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for OPW11VAA (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for OPW12VW (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for OPW12VW (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for Healy 600 (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for Healy 600 (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for Husky 1+ 5 (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for Husky 1+ 5 (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for Husky 1+ 8 (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for Husky 1+ 8 (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for Husky 1A (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for Husky 1A (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | Nozzle Transponder for Husky 1VA1 (up to 199 units) price per unit | $236.25 | 7.00% | $219.71 | **$224.11** |
| | Nozzle Transponder for Husky 1VA1 (200 or more units) price per unit | $236.25 | 10.00% | $212.63 | **$216.88** |
| | | | | | |
| | **RFC WAF VIB Vehicle Options** | | | | |
| | VIB WAF Single Input No PID (up to 1499 units) price per unit | $131.20 | 2.00% | $128.58 | **$131.15** |
| | VIB WAF Single Input No PID (1500 to 3999 units) price per unit | $131.20 | 4.50% | $125.30 | **$127.80** |
| | VIB WAF Single Input No PID (4000 or more units) price per unit | $131.20 | 10.00% | $118.08 | **$120.44** |
| | | | | | |
| | VIB WAF Dual Input No PID (up to 1499 units) price per unit | $139.40 | 2.00% | $136.61 | **$139.34** |
| | VIB WAF Dual Input No PID (1500 to 3999 units) price per unit | $139.40 | 4.50% | $133.13 | **$135.79** |
| | VIB WAF Dual Input No PID (4000 or more units) price per unit | $139.40 | 10.00% | $125.46 | **$127.97** |
| | | | | | |
| | VIB WAF Dual Input No PID + Connector WO Antenna (up to 1499 units) price per unit | $135.30 | 2.00% | $132.59 | **$135.25** |
| | VIB WAF Dual Input No PID + Connector WO Antenna (1500 to 3999 units) price per unit | $135.30 | 4.50% | $129.21 | **$131.80** |
| | VIB WAF Dual Input No PID + Connector WO Antenna (4000 or more units) price per unit | $135.30 | 10.00% | $121.77 | **$124.21** |
| | | | | | |
| | VIB WAF J1708 Dual Input No PID (up to 1499 units) price per unit | $162.36 | 2.00% | $159.11 | **$162.30** |
| | VIB WAF J1708 Dual Input No PID (1500 to 3999 units) price per unit | $162.36 | 4.50% | $155.05 | **$158.15** |
| | VIB WAF J1708 Dual Input No PID (4000 or more units) price per unit | $162.36 | 10.00% | $146.12 | **$149.05** |
| | | | | | |
| | VIB WAF J1708 Transit Dual Input No PID (up to 1499 units) price per unit | $172.37 | 2.00% | $168.92 | **$168.92** |
| | VIB WAF J1708 Transit Dual Input No PID (1500 to 3999 units) price per unit | $172.37 | 4.50% | $164.61 | **$164.61** |
| | VIB WAF J1708 Transit Dual Input No PID (4000 or more units) price per unit | $172.37 | 10.00% | $155.13 | **$155.13** |
| | | | | | |
| | VIB WAF J1708 Dual Input No PID + Connector WO Antenna (up to 1499 units) price per unit | $158.26 | 2.00% | $155.09 | **$158.20** |
| | VIB WAF J1708 Dual Input No PID + Connector WO Antenna (1500 to 3999 units) price per unit | $158.26 | 4.50% | $151.14 | **$154.16** |
| | VIB WAF J1708 Dual Input No PID + Connector WO Antenna (4000 or more units) price per unit | $158.26 | 10.00% | $142.43 | **$145.28** |
| | | | | | |
| | VIB WAF J1939 Dual Input No PID (up to 1499 units) price per unit | $162.36 | 2.00% | $159.11 | **$162.30** |
| | VIB WAF J1939 Dual Input No PID (1500 to 3999 units) price per unit | $162.36 | 4.50% | $155.05 | **$158.15** |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | VIB WAF J1939 Dual Input No PID (4000 or more units) price per unit | $162.36 | 10.00% | $146.12 | **$149.05** |
| | | | | | |
| | VIB WAF J1939 Transit Dual Input No PID (up to 1499 units) price per unit | $172.37 | 2.00% | $168.92 | **$168.92** |
| | VIB WAF J1939 Transit Dual Input No PID (1500 to 3999 units) price per unit | $172.37 | 4.50% | $164.61 | **$164.61** |
| | VIB WAF J1939 Transit Dual Input No PID (4000 or more units) price per unit | $172.37 | 10.00% | $155.13 | **$155.13** |
| | | | | | |
| | VIB WAF J1939 Dual Input No PID + Connector WO Antenna (up to 1499 units) price per unit | $158.26 | 2.00% | $155.09 | **$158.20** |
| | VIB WAF J1939 Dual Input No PID + Connector WO Antenna (1500 to 3999 units) price per unit | $158.26 | 4.50% | $151.14 | **$154.16** |
| | VIB WAF J1939 Dual Input No PID + Connector WO Antenna (4000 or more units) price per unit | $158.26 | 10.00% | $142.43 | **$145.28** |
| | | | | | |
| | VIB WAF Canbus Dual Input No PID (up to 1499 units) price per unit | $162.36 | 2.00% | $159.11 | **$162.30** |
| | VIB WAF Canbus Dual Input No PID (1500 to 3999 units) price per unit | $162.36 | 4.50% | $155.05 | **$158.15** |
| | VIB WAF Canbus Dual Input No PID (4000 or more units) price per unit | $162.36 | 10.00% | $146.12 | **$149.05** |
| | | | | | |
| | VIB WAF Canbus Dual Input No PID + Connector WO Antenna (up to 1499 units) price per unit | $158.26 | 2.00% | $155.09 | **$158.20** |
| | VIB WAF Canbus Dual Input No PID + Connector WO Antenna (1500 to 3999 units) price per unit | $158.26 | 4.50% | $151.14 | **$154.16** |
| | VIB WAF Canbus Dual Input No PID + Connector WO Antenna (4000 or more units) price per unit | $158.26 | 10.00% | $142.43 | **$145.28** |
| | | | | | |
| | VIB Lite - ID Only (up to 1499 units) price per unit | $55.00 | 2.00% | $53.90 | **$54.98** |
| | VIB Lite - ID Only (1500 to 3999 units) price per unit | $55.00 | 4.50% | $52.53 | **$53.58** |
| | VIB Lite - ID Only (4000 or more units) price per unit | $55.00 | 10.00% | $49.50 | **$50.49** |
| | | | | | |
| | **RFC WAF VIB Antenna Options** | | | | |
| | Galtronic Antenna for RVB (RM915) (up to 1499 units) price per unit | $16.00 | 2.00% | $15.68 | **$15.99** |
| | Galtronic Antenna for RVB (RM915) (1500 to 3999 units) price per unit | $16.00 | 4.50% | $15.28 | **$15.59** |
| | Galtronic Antenna for RVB (RM915) (4000 or more units) price per unit | $16.00 | 10.00% | $14.40 | **$14.69** |
| | | | | | |
| | AVIV Antenna for RVB (RM915) (up to 1499 units) price per unit | $16.00 | 2.00% | $15.68 | **$15.99** |
| | AVIV Antenna for RVB (RM915) (1500 to 3999 units) price per unit | $16.00 | 4.50% | $15.28 | **$15.59** |
| | AVIV Antenna for RVB (RM915) (4000 or more units) price per unit | $16.00 | 10.00% | $14.40 | **$14.69** |
| | | | | | |
| | Mars Antenna for RVB (RM915) (up to 1499 units) price per unit | $25.00 | 2.00% | $24.50 | **$24.99** |
| | Mars Antenna for RVB (RM915) (1500 to 3999 units) price per unit | $25.00 | 4.50% | $23.88 | **$24.35** |
| | Mars Antenna for RVB (RM915) (4000 or more units) price per unit | $25.00 | 10.00% | $22.50 | **$22.95** |
| | | | | | |
| | **RFC WAF VIB - Other Options** | | | | |
| | ID Clips for ID Box (up to 1499 units) price per unit | $6.00 | 2.00% | $5.88 | **$6.00** |
| | ID Clips for ID Box (1500 to 3999 units) price per unit | $6.00 | 4.50% | $5.73 | **$5.84** |
| | ID Clips for ID Box (4000 or more units) price per unit | $6.00 | 10.00% | $5.40 | **$5.51** |
| | | | | | |
| | RVB Cover (Rubber) (up to 1499 units) price per unit | $16.00 | 2.00% | $15.68 | **$15.99** |
| | RVB Cover (Rubber) (1500 to 3999 units) price per unit | $16.00 | 4.50% | $15.28 | **$15.59** |
| | RVB Cover (Rubber) (4000 or more units) price per unit | $16.00 | 10.00% | $14.40 | **$14.69** |
| | | | | | |
| | RVB Programmer (up to 19 units) price per unit | $1,280.00 | 2.00% | $1,254.40 | **$1,279.49** |
| | RVB Programmer (20-99 units) price per unit | $1,280.00 | 4.50% | $1,222.40 | **$1,246.85** |
| | RVB Programmer (101 or more units) price per unit | $1,280.00 | 10.00% | $1,152.00 | **$1,175.04** |
| | | | | | |
| | RF Vehicle Starter Kit - KeyValet (up to 19 units) price per unit | $400.00 | 2.00% | $392.00 | **$392.00** |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | RF Vehicle Starter Kit - KeyValet (20-99 units) price per unit | $400.00 | 4.50% | $382.00 | **$382.00** |
| | RF Vehicle Starter Kit - KeyValet (101 or more units) price per unit | $400.00 | 10.00% | $360.00 | **$360.00** |
| | | | | | |
| | RF Vehicle Starter Kit - Light & Heavy Duty (up to 19 units) price per unit | $1,576.50 | 2.00% | $1,544.97 | **$1,544.97** |
| | RF Vehicle Starter Kit - Light & Heavy Duty (20-99 units) price per unit | $1,576.50 | 4.50% | $1,505.56 | **$1,505.56** |
| | RF Vehicle Starter Kit - Light & Heavy Duty (101 or more units) price per unit | $1,576.50 | 10.00% | $1,418.85 | **$1,418.85** |
| | | | | | |
| | J1708 6 Pin Deutsch Easy Connect Cable - 100 piece min (up to 499 units) price per unit | $34.20 | 2.00% | $33.51 | **$34.18** |
| | J1708 6 Pin Deutsch Easy Connect Cable - 100 piece min (500-3,999 units) price per unit | $34.20 | 4.50% | $32.66 | **$33.31** |
| | J1708 6 Pin Deutsch Easy Connect Cable - 100 piece min (4,000 or more units) price per unit | $34.20 | 10.00% | $30.78 | **$31.39** |
| | | | | | **$0.00** |
| | J1708 9 Pin Deutsch Easy Connect Cable - 100 piece min (up to 499 units) price per unit | $44.02 | 2.00% | $43.14 | **$44.01** |
| | J1708 9 Pin Deutsch Easy Connect Cable - 100 piece min (500-3,999 units) price per unit | $44.02 | 4.50% | $42.04 | **$42.88** |
| | J1708 9 Pin Deutsch Easy Connect Cable - 100 piece min (4,000 or more units) price per unit | $44.02 | 10.00% | $39.62 | **$40.41** |
| | | | | | |
| | OBDII Canbus Easy Connect Cable - 100 piece min (up to 499 units) price per unit | $26.34 | 2.00% | $25.81 | **$26.33** |
| | OBDII Canbus Easy Connect Cable - 100 piece min (500 to 3,999 units) price per unit | $26.34 | 4.50% | $25.15 | **$25.66** |
| | OBDII Canbus Easy Connect Cable - 100 piece min (4,000 units or more) price per unit | $26.34 | 10.00% | $23.70 | **$24.18** |
| | | | | | |
| | **RFC VIB Fuel Inlet Antenna** | | | | |
| | N-Ring L type (2-7/8") (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | N-Ring L type (2-7/8") (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | N-Ring L type (2-7/8") (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | T-Ring 2-1/8 (R-57UL) (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | T-Ring 2-1/8 (R-57UL) (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | T-Ring 2-1/8 (R-57UL) (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | Vehicle Coil R-65UL (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | Vehicle Coil R-65UL (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | Vehicle Coil R-65UL (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | T-Ring 3.0 (R-80UL) (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | T-Ring 3.0 (R-80UL) (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | T-Ring 3.0 (R-80UL) (4000 or more units ) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | T-Ring 3-13/16 (R-100UL) (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | T-Ring 3-13/16 (R-100UL) (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | T-Ring 3-13/16 (R-100UL) (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | T-Ring 4-13/16 (R-125UL) (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | T-Ring 4-13/16 (R-125UL) (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | T-Ring 4-13/16 (R-125UL) (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | Slim Coils (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | Slim Coils (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | Slim Coils (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | T-Ring 2-1/8 (R-57UL) (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | T-Ring 2-1/8 (R-57UL) (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | T-Ring 2-1/8 (R-57UL) (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | T-Ring 2.5" 2-5/15 (X-2.5UL) (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | T-Ring 2.5" 2-5/15 (X-2.5UL) (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | T-Ring 2.5" 2-5/15 (X-2.5UL) (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | T-Ring 3.0 (R-80UL) (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | T-Ring 3.0 (R-80UL) (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | T-Ring 3.0 (R-80UL) (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | T-Ring 2-5/8 (R-70UL) (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | T-Ring 2-5/8 (R-70UL) (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | T-Ring 2-5/8 (R-70UL) (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | T-Ring 4-3/16 (R-110UL) (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | T-Ring 4-3/16 (R-110UL) (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | T-Ring 4-3/16 (R-110UL) (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | Vehicle Coil with PVC Cover S-75 (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | Vehicle Coil with PVC Cover S-75 (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | Vehicle Coil with PVC Cover S-75 (4000 or mroe+B342 units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | Dashboard Coil (up to 1499 units) price per unit | $18.50 | 2.00% | $18.13 | **$18.49** |
| | Dashboard Coil (1500 to 3999 units) price per unit | $18.50 | 4.50% | $17.67 | **$18.02** |
| | Dashboard Coil (4000 or more units) price per unit | $18.50 | 10.00% | $16.65 | **$16.98** |
| | | | | | |
| | **Spare Parts kits** | | | | |
| | Spare Part Kit - 4 Hose (up to 9 units) price per unit | $5,457.38 | 9.00% | $4,966.22 | **$5,065.54** |
| | Spare Part Kit - 4 Hose (10 or more units) price per unit | $5,457.38 | 14.50% | $4,666.06 | **$4,759.38** |
| | | | | | |
| | Spare Kit 4 HID (up to 9 units) price per unit | $5,842.38 | 9.00% | $5,316.57 | **$5,422.90** |
| | Spare Kit 4 HID (10 or more units) price per unit | $5,842.38 | 14.50% | $4,995.23 | **$5,095.14** |
| | | | | | |
| | Spare Kit 4 MAG (up to 9 units) price per unit | $5,707.63 | 9.00% | $5,193.94 | **$5,297.82** |
| | Spare Kit 4 MAG (up to 10 units) price per unit | $5,707.63 | 14.50% | $4,880.02 | **$4,977.62** |
| | | | | | |
| | Spare 4 HID/MAG (up to 9 units) price per unit | $6,092.63 | 9.00% | $5,544.29 | **$5,655.18** |
| | Spare 4 HID/MAG (10 or more units) price per unit | $6,092.63 | 14.50% | $5,209.20 | **$5,313.38** |
| | | | | | |
| | Spare Part Kit - 8 Hose (up to 9 units) price per unit | $5,678.75 | 9.00% | $5,167.66 | **$5,271.02** |
| | Spare Part Kit - 8 Hose (10 or more units) price per unit | $5,678.75 | 14.50% | $4,855.33 | **$4,952.44** |
| | | | | | |
| | Spare Kit 8 HID (up 9 units) price per unit | $6,063.75 | 9.00% | $5,518.01 | **$5,628.37** |
| | Spare Kit 8 HID (10 or more units) price per unit | $6,063.75 | 14.50% | $5,184.51 | **$5,288.20** |
| | | | | | |
| | Spare Kit 8 MAG (up 9 units) price per unit | $5,929.00 | 9.00% | $5,395.39 | **$5,503.30** |
| | Spare Kit 8 MAG (10 or more units) price per unit | $5,929.00 | 14.50% | $5,069.30 | **$5,170.68** |
| | | | | | |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | Spare 8 HID/MAG (up to 9 units) price per unit | $6,314.00 | 9.00% | $5,745.74 | **$5,860.65** |
| | Spare 8 HID/MAG (10 or more units) price per unit | $6,314.00 | 14.50% | $5,398.47 | **$5,506.44** |
| | | | | | |
| | **Spare Parts - Individual** | | | | |
| | Panel Board (up to 9 units) price per unit | $1,289.75 | 9.00% | $1,173.67 | **$1,197.15** |
| | Panel Board (10 or more units) price per unit | $1,289.75 | 14.50% | $1,102.74 | **$1,124.79** |
| | | | | | |
| | CPU Board (without frameware) (up to 9 units) price per unit | $1,106.88 | 9.00% | $1,007.26 | **$1,027.41** |
| | CPU Board (without frameware) (10 or more units) price per unit | $1,106.88 | 14.50% | $946.38 | **$965.31** |
| | | | | | |
| | Pump Board (up to 9 units) price per unit | $1,636.25 | 9.00% | $1,488.99 | **$1,518.77** |
| | Pump Board (10 or more units) price per unit | $1,636.25 | 14.50% | $1,398.99 | **$1,426.97** |
| | | | | | |
| | 4 Channel Junction Board (up to 9 units) price per unit | $240.63 | 9.00% | $218.97 | **$223.35** |
| | 4 Channel Junction Board (10 or more units) price per unit | $240.63 | 14.50% | $205.74 | **$209.85** |
| | | | | | |
| | 8 Channel Junction Board (up to 9 units) price per unit | $462.00 | 9.00% | $420.42 | **$428.83** |
| | 8 Channel Junction Board (10 or more units) price per unit | $462.00 | 14.50% | $395.01 | **$402.91** |
| | | | | | |
| | 4 Channels Electric Board (up to 9 units) price per unit | $423.50 | 9.00% | $385.39 | **$393.09** |
| | 4 Channels Electric Board (10 or more units) price per unit | $423.50 | 14.50% | $362.09 | **$369.33** |
| | | | | | |
| | Dispenser Bypass Card (up to 9 units) price per unit | $53.90 | 9.00% | $49.05 | **$50.03** |
| | Dispenser Bypass Card (10 or more units) price per unit | $53.90 | 14.50% | $46.08 | **$47.01** |
| | | | | | |
| | Power Supply (up to 9 units) price per unit | $256.03 | 9.00% | $232.99 | **$237.65** |
| | Power Supply (10 or more units) price per unit | $256.03 | 14.50% | $218.91 | **$223.28** |
| | | | | | |
| | Power Box (fuse, surge protection, switch and filter) (up to 9 units) price per unit | $109.73 | 9.00% | $99.85 | **$101.85** |
| | Power Box (fuse, surge protection, switch and filter) (10 or more units) price per unit | $109.73 | 14.50% | $93.82 | **$95.70** |
| | | | | | |
| | Cooling Fan (up to 9 units) price per unit | $32.73 | 9.00% | $29.78 | **$30.38** |
| | Cooling Fan (10 or more units) price per unit | $32.73 | 14.50% | $27.98 | **$28.54** |
| | | | | | |
| | Keypad (up to 9 units) price per unit | $288.75 | 9.00% | $262.76 | **$268.02** |
| | Keypad (10 or more units) price per unit | $288.75 | 14.50% | $246.88 | **$251.82** |
| | | | | | |
| | RFU Adaptor (up to 9 units) price per unit | $98.18 | 9.00% | $89.34 | **$91.13** |
| | RFU Adaptor (10 or more units) price per unit | $98.18 | 14.50% | $83.94 | **$85.62** |
| | | | | | |
| | LCD Display (up to 9 units) price per unit | $23.10 | 9.00% | $21.02 | **$21.44** |
| | LCD Display (10 or more units) price per unit | $23.10 | 14.50% | $19.75 | **$20.15** |
| | | | | | |
| | Magnetic Card Reader (up to 9 units) | $250.25 | 9.00% | $227.73 | **$232.28** |
| | Magnetic Card Reader (10 or more units) | $250.25 | 14.50% | $213.96 | **$218.24** |
| | | | | | |
| | HID Reader (up to 9 units) | $385.00 | 9.00% | $350.35 | **$357.36** |
| | HID Reader (10 or more units) | $385.00 | 14.50% | $329.18 | **$335.76** |
| | | | | | |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | Head Lock (up to 9 units) price per unit | $38.50 | 9.00% | $35.04 | **$35.74** |
| | Head Lock (10 or more units) price per unit | $38.50 | 14.50% | $32.92 | **$33.58** |
| | | | | | |
| | Flash Disk (Programmed) (up to 9 units) price per unit | $154.00 | 9.00% | $140.14 | **$142.94** |
| | Flash Disk (Programmed) (10 or more units) price per unit | $154.00 | 14.50% | $131.67 | **$134.30** |
| | | | | | |
| | 4 Channels Electric Board (up to 9 units) price per unit | $423.50 | 9.00% | $385.39 | **$393.09** |
| | 4 Channels Electric Board (10 or more units) price per unit | $423.50 | 14.50% | $362.09 | **$369.33** |
| | | | | | |
| | Dispenser Bypass Card (up to 9 units) price per unit | $53.90 | 9.00% | $49.05 | **$50.03** |
| | Dispenser Bypass Card (10 or more units) price per unit | $53.90 | 14.50% | $46.08 | **$47.01** |
| | | | | | |
| | Power Supply (up to 9 units) price per unit | $256.03 | 9.00% | $232.99 | **$237.65** |
| | Power Supply (10 or more units) price per unit | $256.03 | 14.50% | $218.91 | **$223.28** |
| | | | | | |
| | Power Box (fuse, surge protection, switch and filter) (up to 9 units) price per unit | $109.73 | 9.00% | $99.85 | **$101.85** |
| | Power Box (fuse, surge protection, switch and filter) (10 or more units) price per unit | $109.73 | 14.50% | $93.82 | **$95.70** |
| | | | | | |
| | Cooling Fan (up to 9 units) price per unit | $32.73 | 9.00% | $29.78 | **$30.38** |
| | Cooling Fan (10 or more units) price per unit | $32.73 | 14.50% | $27.98 | **$28.54** |
| | | | | | |
| | Keypad (up to 9 units) price per unit | $288.75 | 9.00% | $262.76 | **$268.02** |
| | Keypad (10 or more units) price per unit | $288.75 | 14.50% | $246.88 | **$251.82** |
| | | | | | |
| | RFU Adaptor (up to 9 units) price per unit | $98.18 | 9.00% | $89.34 | **$91.13** |
| | RFU Adaptor (10 or more units) price per unit | $98.18 | 14.50% | $83.94 | **$85.62** |
| | | | | | |
| | LCD Display (up to 9 units) price per unit | $23.10 | 9.00% | $21.02 | **$21.44** |
| | LCD Display (10 or more units) price per unit | $23.10 | 14.50% | $19.75 | **$20.15** |
| | | | | | |
| | Magnetic Card Reader (up to 9 units) price per unit | $250.25 | 9.00% | $227.73 | **$232.28** |
| | Magnetic Card Reader (10 or more units) price per unit | $250.25 | 14.50% | $213.96 | **$218.24** |
| | | | | | |
| | HID Reader (up to 9 units) price per unit | $385.00 | 9.00% | $350.35 | **$357.36** |
| | HID Reader (10 or more units) price per unit | $385.00 | 14.50% | $329.18 | **$335.76** |
| | | | | | |
| | Head Lock (up to 9 units) price per unit | $38.50 | 9.00% | $35.04 | **$35.74** |
| | Head Lock (10 or more units) price per unit | $38.50 | 14.50% | $32.92 | **$33.58** |
| | | | | | |
| | HID Keys (up to 4999 units) price per unit | $7.00 | 9.00% | $6.37 | **$6.50** |
| | HID Keys (5000 or more units) price per unit | $7.00 | 14.50% | $5.99 | **$6.10** |
| | | | | | |
| | Banner Overhead Sensors (up to 49 units) price per unit | $367.50 | 9.00% | $334.43 | **$341.11** |
| | Banner Overhead Sensors (50 or more units) price per unit | $367.50 | 14.50% | $314.21 | **$320.50** |
| | | | | | |
| | Omron DPST-NO Relays (up to 99 units) price per unit | $35.00 | 9.00% | $31.85 | **$32.49** |
| | Omron DPST-NO Relays (100 or more units) price per unit | $35.00 | 14.50% | $29.93 | **$30.52** |
| | | | | | |
| | Omron Base (up to 99 units) price per unit | $17.00 | 9.00% | $15.47 | **$15.78** |

| | DESCRIPTION | List Price | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | Omron Base (100 or more units) price per unit | $17.00 | 14.50% | $14.54 | **$14.83** |
| | | | | | |
| | **Equipment Rental** | | | | |
| | Scissor Lift - Weekly | $1,950.00 | 7.00% | $1,813.50 | **$1,849.77** |
| | Mobilization- Demobilization | $200.00 | 7.00% | $186.00 | **$189.72** |

| SIN | FleetFocus 3rd Party Software | Commercial List Price | VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/ IFA |
|---|---|---|---|---|---|
| | | | | | |
| | **FA:** | | | | |
| 132-33 | Crystal XI Reports Server OEM Embedded Edition (for FA), - includes one report writer | $2,600.00 | 0.75% | $2,580.50 | **$2,632.11** |
| 132-33 | Crystal XI Reports Server OEM Embedded Edition (for FA), Full CPU license- includes one report writer | $15,600.00 | 0.75% | $15,483.00 | **$15,792.66** |
| 132-33 | Crystal XI Professional Edition (1 x report writer, 0 report users) | $416.00 | 0.75% | $412.88 | **$421.14** |
| | **M5:** | $0.00 | | $0.00 | **$0.00** |
| 132-33 | Business Objects Enterprise XI for M5, Concurrent Access Licenses | $3,432.00 | 0.75% | $3,406.26 | **$3,474.39** |
| 132-33 | Business Objects Enterprise XI for M5, Named Users | $618.80 | 0.75% | $614.16 | **$626.44** |
| 132-33 | Business Objects Enterprise XI for M5, CPU license | $62,400.00 | 0.75% | $61,932.00 | **$63,170.64** |
| 132-33 | Crystal XI Developer (1 x report writer, 0 report users) | $520.00 | 0.75% | $516.10 | **$526.42** |
| 132-33 | 5 CAL Pack - Crystal Reports XI Server for M5 | $4,680.00 | 0.75% | $4,644.90 | **$4,737.80** |
| 132-33 | 10 CAL Pack - Crystal Reports XI Server for M5 | $9,360.00 | 0.75% | $9,289.80 | **$9,475.60** |
| 132-33 | 15 CAL Pack - Crystal Reports XI Server for M5 | $14,040.00 | 0.75% | $13,934.70 | **$14,213.39** |
| 132-33 | 20 CAL Pack - Crystal Reports XI Server for M5 | $18,720.00 | 0.75% | $18,579.60 | **$18,951.19** |
| | | | | | |
| | **Novalog*** | | | | |
| 132-33 | CatBase authoring software, licenses (for FA), per named user | $3,750.00 | 0.75% | $3,721.88 | **$3,796.31** |
| 132-33 | CatBase Viewers (Network, Internet TCP/IP or HTML Client)- (For FA- per concurrent user) | $2,750.00 | 0.75% | $2,729.38 | **$2,783.96** |
| | **Novalog FA/IC Integration Module needs to also be purchased (see module list above)* | | | | |
| | | | | | |
| 132-33 | InfoCenter NetworkCar Integration Module, Meter Readings, per unit | $10.00 | 0.75% | $9.93 | **$10.12** |
| 132-33 | InfoCenter NetworkCar Integration Module, Diagnostics, per unit | $10.00 | 0.75% | $9.93 | **$10.12** |
| 132-33 | Utilimarc Adaptor | $9,500.00 | 0.75% | $9,428.75 | **$9,617.33** |
| | | | | | |
| | **FleetFocus ASP (Rental-Per vehicle/Per Month); Includes Maintenance** | | | | |
| 132-33 | Server Set-Up (one-time) | $5,000.00 | 1.50% | $4,925.00 | **$4,961.94** |
| 132-33 | Minimum monthly charge or per vehicle amount, whichever is higher | $2,000.00 | 1.50% | $1,970.00 | **$1,984.78** |
| 132-33 | Vehicles 1-749, price per vehicle per month | $4.00 | 1.50% | $3.94 | **$3.97** |
| 132-33 | Vehicles 750-1999, price per vehicle per month | $3.60 | 1.50% | $3.55 | **$3.57** |
| 132-33 | Vehicles 2000-4999, price per vehicle per month | $3.20 | 1.50% | $3.15 | **$3.18** |
| 132-33 | Vehicles 5000-9999, price per vehicle per month | $3.00 | 1.50% | $2.96 | **$2.98** |
| 132-33 | Vehicles 10000-14999, price per vehicle per month | $2.60 | 1.50% | $2.56 | **$2.58** |
| 132-33 | Vehicles 15000+, price per vehicle per month | $2.20 | 1.50% | $2.17 | **$2.18** |
| 132-33 | InfoCenter or Reports Server Set-Up (one time) | $2,500.00 | 1.50% | $2,462.50 | **$2,480.97** |

| | | | | | |
|---|---|---|---|---|---|
| 132-33 | InfoCenter or Reports Server Per Month | $500.00 | 1.50% | $492.50 | **$496.19** |
| 132-33 | MobileFocus Per PDA, Per Month | $25.00 | 1.50% | $24.63 | **$24.81** |
| | | | | | |
| | **Fleet Focus Hosting, per Non-Transit vehicle per month (customer purchases software)** | | | | |
| 132-33 | Server Set-Up (one time) | $5,000.00 | 1.50% | $4,925.00 | **$4,961.94** |
| 132-33 | Minimum monthly charge or per vehicle amount, whichever is higher | $1,000.00 | 1.50% | $985.00 | **$992.39** |
| 132-33 | Vehicles 1-749, price per vehicle per month | $1.75 | 1.50% | $1.72 | **$1.74** |
| 132-33 | Vehicles 750-1999, price per vehicle per month | $1.50 | 1.50% | $1.48 | **$1.49** |
| 132-33 | Vehicles 2000-4999, price per vehicle per month | $1.25 | 1.50% | $1.23 | **$1.24** |
| 132-33 | Vehicles 5000-9999, price per vehicle per month | $1.00 | 1.50% | $0.99 | **$0.99** |
| 132-33 | Vehicles 10000-14999, price per vehicle per month | $0.75 | 1.50% | $0.74 | **$0.74** |
| 132-33 | Vehicles 15000+, price per vehicle per month | $0.50 | 1.50% | $0.49 | **$0.50** |
| 132-33 | Web Server or Reports Server Set-Up (one-time) | $2,500.00 | 1.50% | $2,462.50 | **$2,480.97** |
| 132-33 | Web Server or Reports Server Per Month | $500.00 | 1.50% | $492.50 | **$496.19** |
| 132-33 | MobileFocus Per PDA, Per Month | $10.00 | 1.50% | $9.85 | **$9.92** |
| | | | | | |
| | **FleetFocus Hosting, per Transit vehicle per month (customer purchases software)** | | | | |
| 132-33 | Server Set-Up (one time) | $5,000.00 | 1.50% | $4,925.00 | **$4,961.94** |
| 132-33 | Minimum monthly charge or per vehicle amount, whichever is higher | $2,500.00 | 1.50% | $2,462.50 | **$2,480.97** |
| 132-33 | Vehicles 1 to 99, price per vehicle per month | $30.00 | 1.50% | $29.55 | **$29.77** |
| 132-33 | Vehicles 100-199, price per vehicle per month | $28.00 | 1.50% | $27.58 | **$27.79** |
| 132-33 | Vehicles 200-299, price per vehicle per month | $26.00 | 1.50% | $25.61 | **$25.80** |
| 132-33 | Vehicles 300-399, price per vehicle per month | $24.00 | 1.50% | $23.64 | **$23.82** |
| 132-33 | Vehicles 400-499, price per vehicle per month | $22.00 | 1.50% | $21.67 | **$21.83** |
| 132-33 | Vehicles 500-749, price per vehicle per month | $19.00 | 1.50% | $18.72 | **$18.86** |
| 132-33 | Vehicles 750-1999, price per vehicle per month | $15.00 | 1.50% | $14.78 | **$14.89** |
| 132-33 | Vehicles 2000+, price per vehicle per month | $10.00 | 1.50% | $9.85 | **$9.92** |
| 132-33 | Web Server or Reports Server Set-Up (one-time) | $2,500.00 | 1.50% | $2,462.50 | **$2,480.97** |
| 132-33 | Web Server or Reports Server Per Month | $500.00 | 1.50% | $492.50 | **$496.19** |
| 132-33 | MobileFocus Per PDA, Per Month | $10.00 | 1.50% | $9.85 | **$9.92** |
| | | | | | |

## Consulting Services

| | Consulting Categories | Description of Services Provided | Education Level | Years Experience in Specific Discipline | Commercial Hourly Rate* | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/IFA |
|---|---|---|---|---|---|---|---|---|
| | Fleet Software Program Manager | Manages the implementation effort for many customers. This includes planning and coordinating both AssetWorks and customer activities to ensure that the goals and objectives of the implementation are accomplished within the defined time and funding parameters. Is fiscally responsible for achieving budgetary goals of the project. Consults with customers on the integration of Facility/FleetFocus products and the customer's standard operating procedures. Defines system interfaces, data conversion requirements, and software modifications required to support the customer's implementation requirements. Performs and/or supervises personnel in complex variance verifications, release testing and customer specific beta software support. | BA in a Business/Technical area or software design. Master's degree may be substituted for 2 years experience. | Ten years experience with complex facility/fleet maintenance management system implementations. Experience at the executive/mgmt level in program management and software product design work including: specification of program modifications, data interface programs, and data conversion coding; defining program modifications as being baseline product or customer specific custom modifications. Experience in software implementation across multiple platforms/environments; specifying program modifications, data interface programs, and data conversion coding; defining program modifications as being baseline product or customer specific custom modifications; analyzing customer work flow and standard operating procedure requirements relative to the software and capability of developing a detailed plan to accommodate these requirements through the use of the software. | $225.00 | 2.50% | $219.38 | **$223.76** |
| | Fleet Software Sr Project Manager | Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation. | BA in a Business/Technical area or software design. Significant technical training and technical project management experience in areas pertinent to the implementation may be substituted for the degree requirement. | Seven (7) years experience in software project management including implementations of large complex projects. High level of knowledge of AssetWorks software products and services and skills to implement AssetWorks solutions in multiple environments including servers using a mixture of operating systems. | $200.00 | 2.50% | $195.00 | **$198.90** |

## Consulting Services

| | Consulting Categories | Description of Services Provided | Education Level | Years Experience in Specific Discipline | Commercial Hourly Rate* | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/IFA |
|---|---|---|---|---|---|---|---|---|
| | Fleet Software Project Manager | Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation. | BA in a Business/Technical area or software design. Significant technical training and technical project management experience in areas pertinent to the implementation may be substituted for the degree requirement. | Two (2) years experience in software project management including implementations of large complex projects. High level of knowledge of AssetWorks software products and services and skills to implement AssetWorks solutions in multiple environments including servers using a mixture of operating systems. | $185.00 | 2.50% | $180.38 | **$183.98** |
| | Fleet Software System Architect | Lead the overall design and development effort from a technical and functional perspective. Responsible for architectural underpinnings of the application and maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management. | Bachelor's degree in computer science/MIS/technical area or software design, or equivalent technical training in areas pertinent to the responsibilities. | Ten (10) years experience designing and developing the core AssetWorks applications. Experience in the production of technical specifications and systems documentation. Familiar with standard software development procedures and the software development cycle. | $225.00 | 2.50% | $219.38 | **$223.76** |

## Consulting Services

| | Consulting Categories | Description of Services Provided | Education Level | Years Experience in Specific Discipline | Commercial Hourly Rate* | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/IFA |
|---|---|---|---|---|---|---|---|---|
| | Fleet Software Sr Developer | Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management. | Bachelor'sComputer science/MIS/Technical area or software design, or equivalent technical training in areas pertinent to the responsibilities. | Seven (7) years experience designing and developing software for the fleet or facilities management industry. Data integration experience across several computer environments and platforms. Experience in the production of technical specifications and systems documentation. Familiar with standard software development procedures and the software development cycle. Additional experience in financial accounting environment desirable. | $185.00 | 2.50% | $180.38 | **$183.98** |
| | Fleet Software Developer | Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management. | Bachelor'sComputer science/MIS/Technical area or software design, or equivalent technical training in areas pertinent to the responsibilities. | Two (2) years experience designing and developing software for the fleet or facilities management industry. Data integration experience across several computer environments and platforms. Experience in the production of technical specifications and systems documentation. Familiar with standard software development procedures and the software development cycle. Additional experience in financial accounting environment desirable. | $165.00 | 2.50% | $160.88 | **$164.09** |
| | Fleet Software Sr Implementation Specialist | Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed. | Bachelors Degree or equivalent technical training/experience. | Seven (7) years experience delivering functional and technical training classes, particularly fleet or facilities management software application training to varied clients. High degree of professionalism. Demonstrable industry knowledge; organized and prepared; knowledgeable and in command of the materials being taught. Can communicate clearly, responding effectively to questions in a classroom environment. | $225.00 | 2.50% | $219.38 | **$223.76** |

## Consulting Services

| | Consulting Categories | Description of Services Provided | Education Level | Years Experience in Specific Discipline | Commercial Hourly Rate* | Proposed VITA Discount | Proposed VITA Price | Proposed Published VITA Price w/IFA |
|---|---|---|---|---|---|---|---|---|
| | Fleet Software Implementation Specialist | Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed. | Bachelors Degree or equivalent technical training/experience. | Three (3) years experience delivering functional and technical training classes, particularly fleet or facilities management software application training to varied clients. High degree of professionalism. Demonstrable industry knowledge; organized and prepared; knowledgeable and in command of the materials being taught. Can communicate clearly, responding effectively to questions in a classroom environment. | $185.00 | 2.50% | $180.38 | **$183.98** |
| | Fleet Software Installation Engineer | Supports the Project Manager in working with the customer during the installation of the AssetWorks software. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues. | Bachelor's in Computer Science/MIS/technical area or software design, or equivalent technical training in areas pertinent to the responsibilities. | Three (3) technical experience installing and supporting the AssetWorks applications. Experience in the execution of technical specifications and systems documentation. Familiar with standard software operating and support procedures. | $185.00 | 2.50% | $180.38 | **$183.98** |
| | Fleet Software Documentation Specialist | Prepare technical and complex documentation in support of the product or engagement under the direction of the Project Manager. | Bachelor's degree in related discipline, or equivalent experience in areas pertinent to the responsibilities. | Three (3) years experience writing technical and functional documentation related to AssetWorks software and business practices. Highly proficient PC skills. | $125.00 | 2.50% | $121.88 | **$124.31** |
| | | | | | | | | |
| | Fuel Program Manager | Serves as primary contact with customer and manages other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures. Coordinates with Customer Project Manager to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation. | BA in a Business/Technical area or software design. Significant technical training and technical project management experience in areas pertinent to the implementation may be substituted for the degree requirement. | Two (2) years experience in software project management including implementations of moderately complex projects with a high level of knowledge of AssetWorks products and services and has the skills to implement AssetWorks solutions in a variety of computing environments. | $200.00 | 2.00% | $196.00 | **$199.92** |

# EXHIBIT D – STATEMENT OF WORK TEMPLATE

**EXHIBIT D**
**CONTRACT NUMBER VA-080717-MAXI**
**BETWEEN**
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**
**AND**
**Maximus Inc.**

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-080717-MAXI ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Supplier ("Supplier").

In the event of any discrepancy between this Exhibit D and Contract No. VA-080717-MAXI, the provisions of Contract No. VA-080717-MAXI shall control.

[Note: Instructions for using this template to draft a Statement of Work are in gray. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project. Text that is highlighted in green is deemed non-negotiable and may not be modified by the Authorized User without VITA's consent.]

[Authorized User should delete the title "Exhibit D – Statement of Work Template" prior to issuing this SOW.]

## STATEMENT OF WORK

This Statement of Work is issued by Authorized User, hereinafter referred to as "Authorized User". The objective of the project described in this Statement of Work is for the Supplier to provide the Authorized User with [describe the services] services ("Services").

## 1. PROJECT SCOPE AND REQUIREMENTS

Provide information on the scope of the project and the Authorized User's requirements for this particular engagement including:

- [For SOWs issued under an Advanced IT Resources contract, Authorized User MUST include:] Approved IT Agency Procurement Request (APR) number
- Project Name
- general description of the Services
- project boundaries
- Authorized User-specific requirements
- special considerations for implementing technology at Authorized User's location(s)
- other characteristics of this project that must be addressed to insure the success of the engagement

## 2. ADDITIONAL CONTRACT SERVICES TO SUPPORT THE REQUIREMENTS

- **Training and Knowledge Transfer**
  Provide an overview of training services to be provided to the Authorized User and any special requirements for specific knowledge transfer to support the Authorized User's successful utilization of Service Deliverables.

- **Support**
  Document the level of support, as available under the Contract, required by the Authorized User to utilize the Service Deliverables. This may include conversion support, legacy system integration, transition assistance, or other specialized consulting.

## 3. PROJECT EVENTS AND TASKS

Provide a high-level overview of project events and tasks to be accomplished to perform the required Services.

## 4. PERIOD OF PERFORMANCE

The period of performance for Services shall be [start date] to [end date] and may be extended, pursuant to and unless otherwise specified in the Contract.

## 5. PLACE OF PERFORMANCE

Tasks associated with this engagement will be performed at the Authorized User's location(s) in _____, Virginia, at Supplier's location(s) in Wherever, or other locations as required by the effort.

[An SOW may be written as follows:

**Fixed Price Type**

A Fixed Price type SOW should be used when the Authorized User's requirements can be set forth in sufficient detail as to allow for a fixed price to be developed. A Fixed Price type SOW may include a cost-reimbursable line item(s) for such expenses as travel, incidentals, and materials; however, any such travel, incidental, and material expenditures should be approved in advance by the Authorized User and reimbursement of such pre-approved travel expenses shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts. A Fixed Price type SOW should also include Deliverables and a milestone payment schedule associated with such Deliverables.

**Time and Materials Type**

A Time and Materials type SOW should be used when the Authorized User's requirements are not sufficiently defined as to allow for a fixed price to be developed. A Time and Material type SOW should list the Services to be performed by labor category of personnel, and, for each labor category: a) the number of hours allocated thereto, b) the hourly rate, and c) an extended price. A Time and Materials SOW may also include line item funding for travel, incidentals, and materials, as applicable; however, any such travel, incidental, and material expenditures should be approved in advance by the Authorized User and reimbursement of such pre-approved travel expenses shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts.]

## 6. [USE FOR FIXED PRICE ORDERS] MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

The total price for Services shall not exceed $US XXX.

Supplier's invoices shall show any agreed retainage . Following completion of Services, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount plus the total amount retained by the Authorized User.

Required Deliverables are as follows: [Provide a description of all Deliverables for this engagement.]

Site survey report:

Requirements draft

Final requirements document

Training manual

In addition, Supplier will provide electronic copies of any briefing materials, presentations, or other information developed to support this engagement.

Any inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship, discovered, created or developed by Supplier or jointly by Supplier and an Authorized User(s) in the execution of this Statement of Work shall be deemed Work Product. Configuration of software shall not be deemed Work Product. All provisions of the Contract regarding Work Product shall apply to this Statement of Work.

If travel expenses are not included in the fixed price of the Services, such expenses shall be reimbursed in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts

http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf or a successor URL(s).

All travel expenses that deviate from the policies published by the Virginia Department of Accounts, but are approved in advance by Authorized Users will be subject to reimbursement of actual expenses. If Supplier is denied rates for travel that Authorized User is entitled to obtain and Authorized User is unable to intervene to obtain the entitled rate fro Supplier, Supplier may resubmit a revised reasonable travel expense for pre-approval by Authorized User.

## 7. [USE FOR TIME AND MATERIALS ORDERS] LABOR AND EXPENSE CATEGORIES AND DELIVERABLES

The following table identifies labor categories, rates, hours, and extended amounts.

| | | |
|---|---|---|

[Option 1: No flexibility between labor and other cost categories] The total price for labor shall not exceed $US XXX. The total price for travel and other expenses shall not exceed $US XXX.

[Option 2: Flexibility among labor categories but not with other cost categories] This SOW provides for flexibility to move hours and dollars among labor categories. The total price for labor shall not exceed $US XXX. The total price for travel and other expenses shall not exceed $US XXX.

[Option 3: No flexibility between labor and other cost categories] This SOW provides for flexibility to move hours among labor categories and dollars among all labor and cost categories.

Travel expenses shall be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf) or a successor URL(s)).

All travel expenses that deviate from the policies published by the Virginia Department of Accounts, but are approved in advance by Authorized Users will be subject to reimbursement of actual expenses. If Supplier is denied rates for travel that Authorized User is entitled to obtain, Authorized User will have the option to intervene on behalf of Supplier to obtain the entitled rate. If Supplier is denied such rates after intervention by Authorized User, Supplier will be entitled to reimbursement of actual reasonable expenses.

The Not to Exceed funding limitation for this SOW, which shall be considered a reasonably accurate estimate, is $US XXX. [Amount must equal labor plus travel amounts identified above.] Supplier shall notify the Authorized User in writing when billable amounts reach eighty percent (80%) of the funding limitation, and Supplier's notice shall include an estimate to complete the requirements of the order. Supplier shall not be obligated to incur costs in excess of such limitation, and the Authorized User shall not be obligated to reimburse Supplier for costs in excess of such limitation.

Supplier's invoices shall show any agreed retainage. Following completion of Services, Supplier shall submit a final invoice to the Authorized User, for the final payment amount plus the total amount retained by the Authorized User.

Required Deliverables are as follows: [Provide a description of all Deliverables for this engagement.]

Site survey report:

Requirements draft

Final requirements document

Training manual

In addition, Supplier will provide electronic copies of any briefing materials, presentations, or other information developed to support this engagement.

## 8. TESTING AND ACCEPTANCE

### R. User Acceptance Test Plan

Acceptance Criteria for Deliverables will be based on the Requirements set forth in Contract Exhibit A and Section 1 of this Statement of Work. Supplier may use the Product User Manual or applicable Specification as a basis of the written User Acceptance Test (UAT) Plan., which will ensure that all of the functionality required for the Deliverables has been delivered. Supplier will provide the Authorized User with a detailed Acceptance check-list based on the Requirements. The UAT Plan, including the Acceptance check-list, will be incorporated as Attachment 1 to this Exhibit D-X.

### S. Review / Testing of Deliverables

Following delivery / performance / completion of each Deliverable, on-site review/testing shall be conducted in accordance with the Acceptance test provisions of the Contract and the UAT Plan. The Authorized User shall provide Supplier with reasonable access to its premises, proper environmental and site conditions, any required test data in proper format, and the cooperation of its staff and any other contractors to assist Supplier during testing of the Deliverable.

### T. Deliverable Acceptance Receipt

Each Deliverable provided by Supplier under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This document will describe the Deliverable and provide the Authorized User's Project Manager with space to indicate if the Deliverable is accepted, rejected, or partially accepted. For partially accepted Deliverables, the Authorized User's Project Manager shall list on the Deliverable Acceptance Receipt any

deficiencies that must be corrected in order for the Deliverable to be accepted by the Project Manager. The Project Manager will have five (5) days, or such longer period as mutually agreed to by the Supplier and the Authorized User in advance, from the completion of review/testing to provide Supplier with the signed Acceptance Receipt. If no material variances from the Requirements are identified within such time period, the Deliverable shall be deemed accepted by the Authorized User.

**U. Correction of Defects**

Correction of defects and Cure Period shall be in accordance with the applicable provisions of the Contract. Supplier shall not be required to correct minor imperfections or defects that do not materially impair the operation or quality of the Deliverable.

## 9. ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

This section contains assumptions specific to this engagement.

State assumptions here.

The following roles and responsibilities have been defined for this engagement:

**(Sample Responsibility Matrix)**

| Responsibility Matrix | Supplier | Authorized User |
|---|---|---|
| Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein | | **B.** |
| Server Hardware | | **C.** |
| Server Operating | | **D.** |
| Server Network Connectivity | | **E.** |
| Relational Database Management Software (Installation and Implementation) | | **F.** |

## 10. SECURITY REQUIREMENTS

Provide (or reference as an Attachment) Authorized User's security requirements. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

At a minimum, Supplier shall adhere to all of VITA's standard security requirements.

## 11. PERSONNEL [THIS SECTION IS OPTIONAL]

**B. Key Personnel**

Supplier acknowledges and agrees that Authorized User selected Supplier, and is entering into this Statement of Work, because of the special qualifications of certain of Supplier's personnel ("Key Personnel") identified below.

[Insert names and titles or Key Personnel]

Supplier's Key Personnel shall not delegate performance of their powers and responsibilities with respect to this SOW to another Supplier employee(s) without the prior written consent of the Authorized User. Further, Supplier shall not re-assign or transfer the Key Personnel to other

duties or positions such that the Key Personnel are no longer available to provide the Authorized User with their expertise, experience, judgment, and personal attention, without the Authorized User's prior written consent to such re-assignment or transfer, which Authorized User shall not unreasonably withhold. Notwithstanding the foregoing, Supplier may replace Key Personnel without Authorized User's consent in the event any Key Personnel are no longer available due to death, illness or termination of employment with Supplier.

In the event Supplier requests that the Authorized User approve a re-assignment or transfer of the Key Personnel, or if Supplier must replace Key Personnel due to death, illness or termination of employment with the Supplier, the Authorized User shall have the right to review the qualifications of and approve or disapprove the proposed replacement(s) for the Key Personnel. Any such replacement shall have substantially equivalent or better qualifications than the Key Personnel being replaced, and shall perform the Services in accordance with the warranties set forth in the Contract. Any replacement personnel approved by Authorized User shall thereafter be deemed a Key Personnel for purposes of this SOW and this SOW shall be deemed amended to include such Key Personnel.

[Use only for time and materials SOWs] Supplier shall not charge Authorized User and Authorized User shall not pay for any proposed replacement Key Personnel while such replacement acquires the necessary skills and project knowledge to proceed with the Services required hereunder; however, such period of non-charge may not exceed twenty-eight (28) calendar days, but shall last for a minimum of fourteen (14) calendar days, after which time Authorized User shall pay for such Key Personnel if Supplier demonstrates to Authorized User's satisfaction that such replacement has acquired the necessary skills and project knowledge to proceed with the Services required hereunder.

**V. Project Manager**

Supplier shall designate one of the Key Personnel as Project Manager for providing the Services to the Authorized User. The Project Manager shall be familiar with Authorized User's business operations and objectives, and shall perform the Services in accordance with the warranties set forth in the Contract. The Project Manager will participate with Authorized User in periodic review sessions and will provide, at the Authorized User's request, detailed progress reports that identify completed tasks and the status of the remaining Services.

## 12. RISK MANAGEMENT

Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, and poor quality of deliverables.

Depending on the level of risk of this project, as assessed by the Authorized User, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk:

B. **Identification of risk factors.**

**Initial risk assessment.**

**Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.**

**Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.**

## 13. REPORTING

The following are examples of reporting requirements which may be included in the Statement of Work by the Authorized User. [Note: In an effort to help VITA monitor Supplier performance, it is strongly recommended that the Statement of Work include "Supplier Performance Assessments".

These assessments may be performed at the discretion of the Authorized User and are not mandated by VITA.]

**Weekly/Bi-weekly Status Update**. The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

**Supplier Performance Self-Assessment**. Within thirty (30) days of execution of the Statement of Work, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

**Supplier Performance Assessments**. The Authorized User may develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.

## 14. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

This Statement of Work is issued pursuant to and, upon execution, shall become an incorporated exhibit to the Contract. In the event of conflict, the following order of precedence shall apply:

The Contract

This Exhibit D-X

The User Acceptance Test Plan

By signing below, both parties agree to the terms of this Exhibit.

| Supplier | Authorized User |
|---|---|
| By: _____ | By: _____ |
| (Signature) | (Signature) |
| Name: _____ | Name: _____ |
| (Print) | (Print) |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Robert K. Lindsey

Printed Name: Robert K. Lindsey

Organization: Maximus Inc.

Date: 7/9/08