

STATE OF COLORADO PRICE AGREEMENT

SIGNATURE AND COVER PAGE

State Agency Department of Personnel and Administration, State Purchasing and Contracts Office	Contract Number CMS 107276
Contractor Agile Access Control, Inc	Contract Performance Beginning Date Effective Date
Contract Description Fleet Motor Pool Reservation Software System	Initial Contract Expiration Date January 31, 2019

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

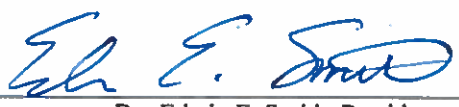


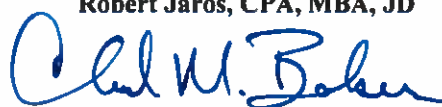
<p style="text-align: center;">CONTRACTOR Agile Access Control, Inc.</p> <div style="text-align: center; margin-top: 20px;">  <hr style="width: 80%; margin: 0 auto;"/> By: Edwin E. Smith, President Date: <u>2/13/2018</u> </div>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Personnel and Administration, State Purchasing and Contracts Office June Taylor, Executive Director</p> <div style="text-align: center; margin-top: 20px;">  <hr style="width: 80%; margin: 0 auto;"/> By: Cindy Lombardi, Chief Procurement Officer, or John Chapman, State Purchasing Manager Date: <u>2/16/2018</u> </div>
	<p style="text-align: center;">STATE OF COLORADO Governor's Office of Information Technology Suma Nallapati, Secretary of Technology and Chief Information Officer</p> <div style="text-align: center; margin-top: 20px;">  <hr style="width: 80%; margin: 0 auto;"/> By: Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer Date: <u>2/26/18</u> </div>
In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.	
<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <div style="margin-top: 10px;"> By:  <hr style="width: 80%; margin: 0 auto;"/> </div> <p style="margin-top: 10px;">Effective Date: <u>2/28/18</u></p>	

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover

Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in this Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit D. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §17, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Order Term

Orders may only be placed prior to the expiration or earlier termination of this Contract, but may have a delivery date or performance period that extends no longer than 120 calendar days following that expiration or earlier termination date. Regardless of whether this Contract has expired or has been terminated, the Contractor shall comply with all Orders that extend past the expiration or termination, as described in this section, and all requirements of this Contract necessary to complete all outstanding Orders shall survive the expiration or termination of this Contract until all such Orders are complete.

F. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in

whole or in part. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §15.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §17. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §15.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any

and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. **AUTHORITY**

Authority to enter into this Contract exists in §24-102-202, C.R.S. and 1 CCR 101-9 R-24-102-202-01.

4. **PURPOSE**

The Parties are entering into this Contract for the Contractor to provide Vehicle Reservation Systems to Purchasing Entities. The Contractor was selected as a result of RFP-AAEA-AR-18-003.

5. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- B. **“Business Interruption”** means any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
- C. **“Ceiling Price”** means the maximum price Contractor or a Subcontractor may charge for a Good or Service under this Contract.
- D. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- E. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of

Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

- F. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- G. **“Contractor”** Any organization or individual that seeks to provide, or is already providing, goods or services. Often synonymous with “selected, successful, or awarded “Offeror” or “Bidder” or “Vendor”.
- H. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by a Purchasing Entity for Orders placed under this Contract.
- I. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- J. **“Disaster”** means an event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
- K. **“End of Term Extension”** means the time period defined in §2.D.
- L. **“Environmentally Preferable Products”** means products that have a lesser or reduced adverse effect on human health and the environment when compared with competing products that serve the same purpose, as defined in §24-103-904, C.R.S.
- M. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Contract.
- N. **“Exhibits”** means the following exhibits attached to this Contract:
 - i. **Exhibit A**, General Requirements.
 - ii. **Exhibit B**, Statement of Work.
 - iii. **Exhibit C**, Prices and Rates
 - iv. **Exhibit D**, Sample Option Letter.
 - v. **Exhibit E**, Contractor Notification Statement
- O. **“Extension Term”** means the time period defined in §2.C
- P. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- Q. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv)

changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- R. **“Initial Term”** means the time period defined in §2.B
- S. **“Order”** means any delivery order, purchase order, contract, agreement or other binding document used by a Purchasing Entity to order the Goods and Services described in this Contract from the Contractor, and shall include any modification to such a document.
- T. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- U. **“Purchasing Entity”** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.
- V. **“PCI”** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- W. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501, C.R.S.
- X. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- Y. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, PHI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA.
- Z. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S..
- AA. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- BB. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- CC. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work. The term **“Subcontractor”** includes, without limitation, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.
- DD. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information

includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

EE. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.

FF. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibits A and B and any Order.

7. PAYMENTS TO CONTRACTOR

A. Payments Under Orders

- i. Each Purchasing Entity will make its own payments under any Order that it enters into. The State shall not be liable to Contractor for any payments due under any Order unless the State is a party to that Order.
- ii. Contractor shall allow the State and Purchasing Entities to use a procurement card or other credit card to make payments under any Order, in addition to any other payment procedure available to the State or Purchasing Entity.
- iii. The State shall not pay any amount to Contractor under this Contract unless the state issues an Order, at which time it shall pay Contractor in accordance with that Order. The State shall not be responsible for payment under any Order that is issued by a Purchasing Entity that is not the State, and the Contractor shall seek no payment or other compensation from the State for any Work performed under any Order issued by and Purchasing Entity that is not the State.

B. Payment Procedures

i. Invoices

Contractor shall invoice each Purchasing Entity in accordance with that Purchasing Entity's Order. Contractor shall not invoice the State under any Order unless the State is a party to that Order. Contractor shall allow 45 days for the State and Purchasing Entities to pay an invoice following the receipt of that invoice, unless the State or a Purchasing Entity specifically agrees to a shorter time in an Order. State law and regulations provide that State payments made within 45 days are not considered delinquent, and unless otherwise agreed, State Ordering Entities will pay interest on any unpaid balance beginning on the 46th day at the rate of one percent per month on any unpaid balance until paid in full; provided, however, that interest shall not accrue

on unpaid amounts that are the subject of a good faith dispute regarding the obligation to pay all or a portion of the liability.

ii. Payment Disputes

- iii. Unless different procedures are specified in an Order, if Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the Purchasing Entity issuing the Order in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by that Purchasing Entity. The Purchasing Entity will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Purchasing Entity's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Purchasing Entity has concluded its review, and the Purchasing Entity shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.F.

v. Erroneous Payments

Unless different procedures are specified in an Order, a Purchasing Entity may recover, at the Purchasing Entity's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, fraud, and unexpended or excess funds received by Contractor. The Purchasing Entity may recover such payments by deduction from subsequent payments under its Order, deduction from any payment due under any other Orders, contracts, grants or agreements between the Purchasing Entity and Contractor, or by any other appropriate method for collecting debts owed to the Purchasing Entity.

vi. Discount and Delinquency Period

Any applicable cash discount period or delinquency period for the amounts shown on an invoice shall begin on the date of the Purchasing Entity's approval of that invoice,

or from the date of receipt of acceptable Goods or Services at the specified destination by an authorized Purchasing Entity representative, whichever is later.

8. RESERVED

9. REPORTING - NOTIFICATION

A. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §17.

B. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

- i. To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §17, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Contractor shall use the Contractor Notification Statement provided in Exhibit E for said notice. Knowing failure by Contractor to provide notice to the State under this §9.B shall constitute a breach of this Contract. This §9.B shall not apply if the Contract Funds include any federal funds.
- ii. For IT projects and following the State's prior written approval, Contractor may perform, or subcontract to perform, Services outside the State of Colorado and/or the United States. The state shall approve or deny any such Contractor request on a case-by-case basis. Following such written approval, Contractor shall follow the notice provision listed in §17.

10. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the

date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

11. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines including, without limitation: the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

State Information of any kind shall be stored, processed, or transferred only in or to facilities located within the United States, and shall not be distributed or sold to any third party,

retained in any files or otherwise, or used by Contractor or its agents in any way, except as authorized by this Contract, by law, or approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Neither Contractor nor its Subcontractors shall have any rights to use or access any State agency data or information, except with the prior approval of the State.

D. Protection

Contractor is responsible for the protection and security of all State Information provided to it by the State. If Contractor provides physical or logical storage, processing or transmission of, or retains, stores, or is given, State Information, Contractor shall, and shall cause its Subcontractors to, (i) provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract; (ii) maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), and annual security testing; (iii) comply with State and federal regulations and guidelines related to overall security, confidentiality, integrity, availability, and auditing; (iv) ensure that security is not compromised by unauthorized access to computers, program, software, databases, or other electronic environments; and (v) shall promptly report all Incidents to a representative of the Office of Information Security ("OIS"). Contractor shall provide the State with access, subject to Contractor's reasonable access security requirements, seven (7) days a week, twenty-four (24) hours a day, for the purpose of inspecting and monitoring access and use of State Information, maintaining State systems, and evaluating physical and logical security control effectiveness

E. Compliance

Contractor shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Contractor shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

F. Background Checks

Contractor shall perform, and shall cause its Subcontractors to perform, in a form reasonably acceptable to the State, current background checks on all of its respective employees and agents performing services or having access to State Information provided under this Contract. A background check performed within thirty (30) days prior to the date such employee or agent begins performance or obtains access to State Information shall be deemed to be current.

G. Delivery and Support

The State, in its sole discretion, may securely deliver State Information directly to the facility where such data is used to perform the Work. State Information is not to be maintained or

forwarded to or from any other facility or location except for the authorized and approved purposes of backup and disaster recovery purposes.

H. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

Contractor shall be responsible for determining the cause of an Incident, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present its analysis and remediation plan to the State within ten (10) days of notifying the State of an Incident. The State reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the reasonable costs thereof.

I. End-of-Agreement

Upon request by the state made before or within sixty (60) days after the effective date of termination of the contract, contractor will make available to the state a complete and secure (i.e. Encrypted and appropriately authenticated) download file of all data, including, but not limited to, all state information, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format. The parties agree that on the termination of the provision of data processing services, contractor shall, at the choice of the state, return all state information provided by the state to contractor, and the copies thereof, to the state, or contractor shall destroy all such state information and certify to the state that it has done so. If legislation imposed upon contractor prevents it from returning or destroying all or part of the state information provided by the state to contractor, contractor warrants that it will guarantee the confidentiality of all state information provided by the state to contractor and will not actively process such data anymore.

J. Disposition of Data

The State retains the right to use the established operational services to access and retrieve State Information stored on Contractor's infrastructure at its sole discretion. Contractor and Subcontractor warrant that upon request of the State or of the supervisory authority, Contractor will submit its data processing facilities for an audit of the measures referred to in §11.D in accordance with §10.C. The State reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, State Information, and all related data and content.

K. Safeguarding PCI Data

If Contractor or any of its Subcontractors will or may receive PCI Data under this Contract, Contractor shall provide for the security of the PCI Data, in accordance with PCI Data Security Standard (DSS) 3.2. Security safeguards shall include, without limitation,

supervision by responsible employees, approval of Subcontractors as required by State or federal law, non-disclosure of information other than as necessary in the performance of Contractor's or Subcontractor's obligations under this Contract, non-disclosure protections, proper accounting and storage of information, civil and criminal penalties for non-compliance as provided by law, certifications, and inspections.

12. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to

promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

13. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PCI, PHI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.
- iii. \$1,000,000 general aggregate.

E. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

F. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

G. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days

prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §17 within 7 days of Contractor's receipt of such notice.

H. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

I. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

J. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §15 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this

Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State.

15. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §14.B., shall have all of the remedies listed in this §15.A. in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to Purchasing Entities all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State or any Purchasing Entity, Contractor shall assign to the Purchasing Entity all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the Purchasing Entity has an interest. At the State or Purchasing Entity's request, Contractor shall return materials owned by the Purchasing Entity that Contractor possesses at the time of any termination. Contractor shall deliver all completed Work Product to the Purchasing Entity at the State or Purchasing Entity's request.

b. Payments

Notwithstanding anything to the contrary, Participating Entities shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.F.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State or appropriate Purchasing Entity for any damages sustained by the State or Purchasing Entity in connection with any breach by Contractor, and the Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages. A Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary to protect itself against loss including, without limitation, loss as a result of

outstanding liens and costs incurred by the Purchasing Entity in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and neither the State nor any Purchasing Entity shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, at the option of and as approved by the State or Purchasing Entity (i) secure that right to use such Work for the State, Purchasing Entity and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the Purchasing Entity.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §14.B and the dispute resolution process in §16 shall have all remedies available at law and equity. If a Purchasing Entity is in breach

of a provision of an Order, Contractor shall have all remedies available to it under that Order and available at law and equity.

C. Purchasing Entity's Remedies

- i. If Contractor is in breach under any provision of an Order by a Purchasing Entity, the Purchasing Entity shall have all of the remedies listed in that Order, in addition to all other remedies available by law or equity. The Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.
- ii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within five (5) Business Days following Contractor's receipt of that notice of breach or termination.

16. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives or through a dispute on an Order, as described in Exhibit A, §b.f, shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies arising under this Contract

If the initial resolution described in §16.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Purchasing and Contracts Office as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Resolution of Controversies arising under any Order made pursuant to this Contract

17. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §17 without a

formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

For the State:

Amy Risley
State Purchasing & Contracts
1525 Sherman St
3rd floor
Denver, CO 80203
Amy.risley@state.co.us

For Contractor:

Edwin E Smith
Agile Access Control
14101 Willard Rd.
Ste A
Chantilly, VA 20151
Esmith@agilefleet.com

18. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the Purchasing Entity and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product under an Order. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the Purchasing Entity, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the Purchasing Entity a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product created under that Purchasing Entity’s Order and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The Purchasing Entity may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the Purchasing Entity (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product created under an Order. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work

Product alone, or by the combination of the Work Product with anything else used by the Purchasing Entity.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

19. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S.

20. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §20 shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-102-206, 24-106-103, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

21. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state

laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §21.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications

permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in §22 of the main body of this Contract.
- ii. The provisions of the other sections of the main body of this Contract.
- iii. Exhibit A, General Requirements
- iv. Exhibit B, Statement of Work.
- v. Exhibit C, Prices and Rates
- vi. Exhibit D, Sample Option Letter.
- vii. Exhibit E, Contractor Notification Statement

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any exhibit attached hereto, any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provision incorporated into any other document or agreement between the Parties that (i) requires the State to indemnify or hold harmless Contractor or any other party, (ii) is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State, or (iii) is contrary to any of the provisions incorporated into §22 or the main body of this Contract.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political

subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract. Contractor shall honor any tax exemption that any Purchasing Entity has, and shall not charge any Purchasing Entity any excise, sales, or use taxes from which that Purchasing Entity is exempt.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §21.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract. The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §

24-10-101 et seq., or the Federal Tort Claims Act, 28 USC § 2671 et seq., as applicable, as now or hereafter amended.

ii. **Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of §11 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §10.

iii. **Intellectual Property Indemnification**

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligation hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates, (b) specified by Contractor to work with the IP Deliverables, (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function, or (d) is reasonably expected to be used in combination with the IP Deliverables.. Notwithstanding anything to the contrary herein, at the State's sole option and in the State's sole discretion, the State may elect to have the Colorado State Attorney General ("AG") defend such claim provided Contractor shall have no liability for AG's or the State's attorney fees or costs of litigation after such election is made, and the State or AG agrees not to settle any claim unless it unconditionally releases Contractor of all liability under such claim.

22. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

These Special Provisions apply to all contracts except where noted in italics.

A. CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the

Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate

termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State

agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

EXHIBIT A, GENERAL WORK REQUIREMENTS

1. CONTRACTOR PERSONNEL

Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.

a. Key Personnel

Contractor shall designate people to hold the following specific personnel positions:

a. Primary Point of Contract

The Primary Point of Contract shall be responsible for all of the following:

- a. Serving as the individual responsible addressing all questions and concerns for the State and Purchasing Entities, unless an Order specifies another point of contact for that Order.
- b. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all Work.
- c. Overseeing all other personnel and ensuring proper staffing levels throughout the term of the Contract.

2. ORDERING AND ORDER FULFILLMENT

a. Ordering

- a. Contractor shall provide a complete and accurate Internal Revenue Service form W9 to the State prior to accepting an Order from any Purchasing Entity. Upon a request by a Purchasing Entity, Contractor shall provide a complete and accurate Internal Revenue Service form W9 to that Purchasing Entity.
 - b. The State and Each Purchasing Entity may complete an Order in accordance with its own rules and policies, as available to Contractor, using the appropriate documentation for that organization to issue an Order.
- b. Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity's Orders.**
- a. Contractor shall ensure that all Orders it accepts have the proper information contained in them for Contractor to be able to comply with all reporting requirements of this Contract.
 - b. If Contractor provides for Ordering through an internet-based portal or electronic catalog, Contractor shall maintain all of Contractor's necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog.
 - i. Contractor's internet-based portal and electronic catalogs shall clearly designate that they are part of this Contract and shall have a link to the State's price agreement web location, as determined by the State. Contractor shall ensure that

all Environmentally Preferable Products are clearly listed on internet-based portal and electronic catalogs.

- ii. If Contractor provides an internet-based portal or electronic catalog, Contractor shall also provide paper catalogs or catalogs on other digital media to each Purchasing Entity upon request by that Purchasing Entity.
- iii. If Contractor's catalog will be either hosted on or accessed through the State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the State in relation to hosting its catalog on or making its catalog accessible through that system. Contractor shall ensure that all information made available through the State's eCommerce system is accurate and complies with this Contract.

c. Delivery of Goods and Performance of Services

- i. Contractor shall provide all Goods and perform all Services described in each Order.
- ii. Unless specifically agreed to otherwise in an Order, Contractor shall deliver all Goods under an Order in good, working and undamaged condition. All Goods shall be free on board ("F.O.B.") destination to the location specified in the Order.
- iii. If a Good in an Order is out of stock, Contractor may only provide a substitute Good if it has notified the Purchasing Entity for that Order, in writing, that the Good is out of stock and has received the Purchasing Entity's approval to provide the substitute Good. Purchasing Entities may request additional information comparing the substitute Good with the original Good in the Purchasing Entity's sole discretion.

d. Inspection and Acceptance

- i. Goods delivered to a Purchasing Entity under an Order shall not be deemed accepted prior to that Purchasing Entity inspecting the Goods in accordance with the Order and accepting those Goods.
- ii. Services provided to a Purchasing Entity under an Order shall not be deemed completed until that Purchasing Entity has reviewed the Services, ensured that all Services were completed in accordance with the Order and have been accepted by the Purchasing Entity.

e. Ordering Support

- i. Contractor shall provide the State and each Purchasing Entity with the contact information for the individual or individuals within Contractor's organization who are assigned to handle questions and resolve problems that Purchasing Entity may have in relation to the Work or an Order.
 - 1. Contractor shall make personnel available from 8:00 a.m. to 5:00 p.m. Mountain Time, as adjusted for daylight savings time, at a minimum, each Business Day as necessary to handle questions and resolve problems received by Contractor.
 - 2. Contractor shall make all of these individuals available by phone (both through a local number and a toll-free number), fax and email at all times

that the individual is available to handle questions and resolve problems received by Contractor.

3. Contractor shall provide all of these individuals with the ability to access the account information and other information relating to the State or Purchasing Entities to be able to respond to questions and resolve problems relating to any Order, including, without limitation, the status of Orders, delivery, back-orders, pricing, discounts, product availability, product information, and accounts and billing.
- ii. Contractor shall provide all training to Purchasing Entities necessary for those Purchasing Entities to place Orders and properly use the Goods and Services, as requested by Ordering Entities.
 1. Training on placing Orders shall include, without limitation, training on aspects of ordering, online ordering, product delivery, product returns, and Contractor's customer service processes, as requested by the Purchasing Entity.
 2. Training on properly using the Goods and Services shall include, without limitation, training and providing information on energy efficiency of Goods, new features, opportunities for manufacturer/certified set up and training, Environmentally Preferable Products, and other services or options that are offered or available related to the Goods and Services, as requested by the Purchasing Entity.
- f. Order Disputes, Termination and Resolution
- i. If a dispute related to an Order arises between Contractor and a Purchasing Entity, Contractor shall meet with the Purchasing Entity to attempt to resolve the issue. If Contractor is unable to resolve the issue with the Purchasing Entity, then Contractor may request assistance from the State by submitting a request in writing, which includes the pertinent information about the dispute and the assistance sought by Contractor, in accordance with §17 of the main body of this Contract. Nothing in this section shall be interpreted as limiting the rights or obligations of Contractor, the State or any Purchasing Entity under this Contractor of any Order.
 - ii. Purchasing Entities may terminate an Order if it determines that Contractor was in breach of that Order. Termination of an Order shall not automatically terminate any other Order or this Contract.
 - iii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination.
- g. Marketing
- i. If Contractor desires to distribute any materials, notices or literature with the intent to market the Goods or Services ("Marketing Materials"), Contractor shall deliver all such Marketing Materials to the State for review and approval prior to distributing any such materials to a Purchasing Entity.

1. The State will review submitted Marketing Materials and may approve, deny or request changes to any Marketing Materials in its sole discretion. If the State requests changes, Contractor may make those changes or may chose to rescind its submission for review and approval.
 2. Contractor shall not distribute any marketing materials to any Purchasing Entity prior to receiving the State's approval of those Marketing Materials.
- ii. The State shall not be responsible for maintaining any mailing lists or creating, printing, mailing or distributing any of Contractor's Marketing Materials, though the State may distribute Marketing Materials in its sole discretion.
- h. Additional Terms
- i. Any additional terms and conditions on any invoice, statement, Contractor time sheet, website, electronic license or use agreement or any other form, including, without limitation, terms regarding indemnification, limitation of liability, cancellation fees, choice of law and binding arbitration shall be void and unenforceable except to the extent that they are specifically included in this Contract or an Order. The signature of any employee of a Purchasing Entity on any such form shall be effective to establish receipt of Goods or completion of Services and shall not make any term of that form enforceable.

3. VOLUME AND OPERATIONAL REPORTING

Volume Reporting

- a. The State will use a centralized method of tracking volume. Contractor shall populate a Quarterly Volume Report, using the format as specified by the State, for each State Fiscal Year Quarter that contains, at a minimum, all of the following:
- b. A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:
 - a. The total spent by each type of Purchasing Entity under this Contract.
 - b. The total of the list cost of all items purchased by each type of Purchasing Entity under this Contract.
 - c. The total estimated cost savings for each type of Purchasing Entity under this Contract, calculated as the total list cost minus the total spent for that Purchasing Entity.
 - d. The total paid through the use of a procurement card or credit card for each Purchasing Entity under this Contract.
 - e. The total sales of Environmentally Preferable Products, as defined in the State's Environmentally Preferable Purchasing Policy, for each Purchasing Entity under this Contract.
 - f. Any additional summary information as requested by the State.

A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:

- c. The name of the Purchasing Entity who the sale was made to.
- d. The date of the sale.

- e. A listing of each item purchased in the sale, including the name of the item, the quantity of the item, the unit price for the item, the extended cost for the item calculated by multiplying the unit price by the quantity, the list price per unit for the item, the extended list cost for the item calculated by multiplying the quantity by the list price, and the savings on the item calculated by subtracting the extended cost from the extended list cost.
- f. Any other detail information as requested by the State.
- g. Contractor shall deliver a Quarterly Volume Report to the State's representative as identified in Section 17 of the Contract on a quarterly basis.

DELIVERABLE: Quarterly Volume Report

- h. DUE: Quarterly, within 30 calendar days following the end of the State Fiscal Year quarter that the report covers.
- i. If any due date for a Quarterly Volume Report falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the State.
- j. All data and information contained in a Quarterly Volume Report shall be the property of the State and shall not be considered proprietary.
- k. Additional Operational Reporting
- l. Upon request by the State, the Contractor shall develop and deliver to the State Ad-Hoc Operational Reports that include all detailed and summary transaction, historical or payment information related to the State or any of the Purchasing Entities as requested by the State.

DELIVERABLE: Ad-Hoc Operational Reports

- m. DUE: Within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

4. PERIODIC BUSINESS REVIEWS

- a. The State may schedule periodic business reviews to review Contractor's performance under this Contract.
- b. Contractor shall ensure personnel assigned to the Contract are available for these meetings with the State as scheduled by the State.
- c. Contractor's key personnel designated in §17 of the main body of this contract shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

5. CLOSEOUT PERIOD

This Contract shall have a Closeout Period that begins 30 days prior to the expiration of this Contract and continues until the State has determined that all Work has been completed.

- a. During the Closeout Period, Contractor shall complete all of the following, as directed by the State:
 - a. Provide to the State, or any other contractor at the State's direction, all reports, data, systems, Deliverables and other information reasonably necessary for the State to ensure Contractor's completion of the Work, as determined by the State.
 - b. Notify any Subcontractors of the termination of the Contract, as directed by the State.

- c. Remove all references to the State's price agreement from its websites, materials and other documentation, and inform entities that contact Contractor that it no longer has a price agreement with the State.
- a. The Closeout Period may extend past the termination of the Contract. The State will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

6. PRICING

Price Lists

- a. The State may publish any pricing information under this Contract, including, without limitation the pricing shown on Exhibit C, Prices and Rates, on the State's website and any other website as the State determines is necessary or efficient to facilitate the use of this Contract by Purchasing Entities.
- b. If Contractor modifies any of its prices in accordance with Exhibit C, or discontinues any item shown on the existing pricing information, Contractor shall provide updated pricing information to the State for the State to publish.

Price Modifications

- c. Price Increases
- d. Contractor may request an increase in the prices listed in Exhibit C by submitting its request to the State in writing as described in §17 of the main body of this Contract. Requests for increases in prices are limited as follows:
 - c. Contractor may not request a price increase during the first 12 months of this Contract.
 - f. Contractor may not request a price increase within any 12-month period following the State's approval of a price increase under this section.
 - g. Contractor may not submit a request for a price increase to the State fewer than 60 days prior to when Contractor intends those increased prices to be effective.
 - h. Contractor may only request a price increase if it can justify that increase based on the Producer Price Index or the Consumer Price Index issued by the US Department of Labor, Bureau of Labor Statistics; or a similar industry-pricing guide.
 - i. The State may approve or deny any request for a price increase based on the information provided by Contractor and other circumstances in its sole discretion.
 - j. If the State approves a price increase, that price increase shall not take effect unless it is included in this Contract. The State may increase the prices in Exhibit C through the use of an Option Letter.
 - k. Contractor may only begin using the increased prices in Orders that are issued following the effective date of the modification that increases the prices. For Orders placed prior to a price increase that are in effect at the time of the price increase, Contractor shall only charge the Purchasing Entity the prices that were in effect at the time the Order was placed.
 - l. If the State does not approve a price increase, or Contractor increases its prices without submitting a request to the State, then those increased prices shall be void in any Order in which

they are used and Contractor shall fulfill the Order at the existing rates approved by the State under this Contract. Contractor's use of rates in any Order that exceed those approved by the State under this Contract shall be a material breach of this Contract.

Price Decreases and Ceiling Prices

- m. Contractor may decrease its prices shown in Exhibit C at any time by providing written notice to the State.
- n. The prices listed in Exhibit C are Ceiling Prices, and Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State. Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any Order.

EXHIBIT B, STATEMENT OF WORK

FLEET MOTOR POOL RESERVATION SOFTWARE SYSTEM

1. Overview

- Agile Access Control Inc. (“Vendor”) to provide a Reservation Software System for the needs of the State and Purchasing Entities. While the system can offer other functions that assist the state and Purchasing Entities in managing their fleets, the core aspects the system must have are:
- A web based reservation system that any system user can access from anywhere, and supports all major browsers including Internet Explorer, Edge, and Chrome.
- Workflow that allows the reservation request to be approved by a System Administrator.
- An electronic key distribution kiosk that allows system users with approved reservations to get keys automatically.
- When the system user has finished their time with the vehicle, the reservation software will allow the system user to return the key to the same key distribution kiosk.
- Upon trip completion, the Motor Pool Reservation System will have the capability to be expanded, at the cost of the system user, to feature automatic billing transfers from the system to the user’s defined financial reporting system. The request for such an expansion will be submitted via a “Change Request Process” at the quoted professional services rate per hour. An expansion of project scope shall require an amendment of this Price Agreement CMS #107276 in accordance with §21.I of this Price Agreement.
- Agile Access Control, Inc can provide a Commercial Off the Shelf (COTS) or custom developed solution as long as it meets all the requirements. Agile Access Control, Inc also has the option of providing an on premise or hosted solution.

2. Solution/System Requirements

- Solution shall be compliant with section 508 standards of the Americans with Disabilities Act (ADA)
- Solution architecture shall support high (99.995%) system availability with business continuity.
- The system shall be designed on a platform that will be supported by the manufacturer in the near future.
- Agile Access Control Inc shall maintain fleet data for the life of the contract.
- The system must have auditing capabilities for fleet-related activities related to reserving vehicles, checking out vehicles, and returning vehicles.
- The solution may incorporate Single sign on (SSO) functionality. Services provided shall either interface with the state's identity management provider (ADFS / SAML) or supply authorization capabilities internally; the former is preferred. The request for such an expansion will be submitted via a “Change Request Process” at the quoted professional services rate per hour. An expansion of project scope shall require an amendment of this Price Agreement CMS #107276 in accordance with §21.I of this Price Agreement.
- Vendor must have a plan for the backup, recovery, and disaster recovery (including identifying diminished capacity under disaster). The plan should include levels of redundancy provided (e.g. hardware, power) and time frames for restoration of service that include an Recovery Time Objective of less than 4 hours and a Recovery Point Objective not to exceed 24 hours.

- The system (clients and servers) shall be able to communicate over 1GB Ethernet using TCP/IP protocol.
- If the migration of data from a legacy system is required, a migration strategy shall be coordinated with the participating entity administrator at least two weeks prior to a system transition.
- The solution must be built upon a commercially-available relational storage engine that conforms to ANSI 1989 standards.
- The system user interface (UI) must be web based and support a commonly accessible version of browser such as Chrome, Firefox, and IE
- Any email to leave the solution directed to state personnel shall meet Google's Acceptable Use Policies, including provisions that restrict envelope sender deception or must include the capability to use the participating entity's mail servers to relay messages.
- The vendor shall provide environments for development, testing and staging UAT prior to production, with the appropriate isolation between (for appropriate architectures).
- Contractor must provide support for system interface and integration capabilities, including what is core to the application, and what is available.
- All resources utilized in providing the service, including storage, backup media, memory and processing shall be physically located in the Continental United States of America. If the solution includes federal data, the physical address where the resources are located may be required, and inspection by either state or federal representatives must be allowed.
- Unless there is a written agreement with regards to data ownership, all data shall be exclusively owned by the State of Colorado and a separate written agreement is required for any use of the data other than the primary purposes of providing all agreed upon services.
- Vendor shall make available to the participating entity either 1) a fully encrypted backup of the participating entity's database, or 2) a complete and secure (i.e. encrypted and appropriately authenticated), download file of all system data in XML format, including all schema and transformation definitions, and/or delimited text files with documented, detailed schema definitions along with attachments in their native format.
- Solution shall provide for logging of failed system login attempts and make log data available to authorized System Administrators. The system must provide flexibility in configuration such that the State can modify the number of login attempts allowed if desired.
- Contractor must have a response plan for a security breach in either application code or hosted environment.
- The solution must include detection and mitigation strategies for security mechanism failure (such as an SSL certification expiration, account lockout during session, etc.).
- The solution will make the use of encryption for all transmissions between servers, and servers and clients. The encryption and decryption mechanism shall be as close to the content producer and consumer as possible within the design.
- Contractor to provide upgrade path cycle plans (based on architecture) and provide notifications to the State Fleet Management office at least one month prior to implementing system changes.
- The solution will have the ability to accept solution / application updates without major disruptions for customized features.
- The system vendor must schedule and announce routine maintenance windows at least two weeks prior to system maintenance.
- The system must provide clear error handling and data validation messages that direct the user to a solution.

- **Display Resolution:** The outlined ability to support (1024 × 768 +) display resolutions.
- Solution should provide for Workflow rules to be established based on User-defined criteria.
- Solution should provide for Workflow rules to be established based on Events, User, Role, and numerical thresholds.
- In case of emergency maintenance (non-routine), the system vendor should notify the operations contact within 15 minutes.

3. Reservations

The system must be capable of processing automatic reservation requests through a hosted web site, manual assignment of vehicles by System Administrator and manual vehicle assignments made at the key kiosk by an authorized user.

The system must utilize the information contained in the Reservation table (Section 15.a) to create reservations for motor pool vehicles for approved vehicle users. Once approved, a user's reservations are immediately available for dispatching and key disbursement.

The system will have the ability to generate automated confirmation emails to users concerning the status of motor pool reservations.

The system will prevent double-booking of vehicles; thereby reducing the frustration of users and staff and the extra work to procure additional vehicles. Desirable "overlapping" reservations shall not be considered as double-booking of vehicles.

The system will utilize the User Table (Section 15.b) for communications, permissions, vehicle access and billing support for reservations and vehicle usage.

The system will utilize the Vehicle Table (Section 15.c) for reservations, vehicle availability and assignment, vehicle utilization and management and vehicle history.

The system will be capable of directing the user to the assigned vehicle, providing the user with information on the vehicle and reservation as configured by the administrator and recording user information defined by the administrator after the vehicle is returned.

The system will be capable of installing multiple sub-groups of the fleet vehicles, with hierarchy of combined groups or subgroups to be independently classified with sub fleet administrators regarding billing, access privileges, and vehicle conditional usage criteria. Management of the assigned vehicle subgroups can be managed independently if so desired, and without data entries affecting other vehicle subgroups reports, graphs, billing, or policy communications. For example: The Fleet Motor pools will be managed by administrators of Departments, Divisions, or Agencies as a collective subset of motor pools or independent motor pools using each independent vehicle billing codes.

4. Key Distribution

The system will be capable supporting optional Key Control Devices (KCD) that securely store keys and releases them to valid reservation holders. The number of keys needing to be controlled at each location varies; therefore, there will be multiple sized Key Control Devices available.

The State Fleet Management currently operates a KCD installed at 1525 Sherman St Denver, CO .The ability to control this current KCD is mandatory. The current KCD is a Key Systems Security Asset Manager (SAM) 64 key device. The Fleet Motor Pool Reservation system must be able to control this device using the Key Systems API.

The Fleet Motor Pool Reservation system may utilize key control and security measures that have the essential functionality to dispense keys to approved reservation holders and to limit user access to the vehicle(s) approved for the reservation. The KCD will support the input of a reservation confirmation number to gain access to vehicle keys. Reservation, vehicle, and user information should not reside on the kiosk or KCD when a user session is not in progress

Specific key control functionality:

- Displays the following information to the user at the time of check-out before the key is released:
 - Reservation confirmation number
 - Scheduled leaving date and time
 - Scheduled returning date and time
 - Current leaving date and time
 - Vehicle name
 - Parking space
 - Current odometer
 - Vehicle's year, color, make, model
 - Fuel level
 - License tag
 - Optional equipment on the vehicle
 - Vehicle's condition
- Will have the ability with the use of optional printer to print a trip ticket at the key control system upon check-out with the same information listed above.
- Allows the user to cancel a reservation at the kiosk.
- Optionally, prevents users with un-dispatched reservations from completing a Grab-and-Go reservation.
- Provides an option to allow any user to return the keys to a vehicle.
- The system will initiate and record customer vehicle utilization time when the vehicle key is removed from the KCD and customer vehicle utilization time when the key is replaced in KCD.
- The kiosk will allow the fleet administrator to collect the following information from the users at the time of return:
 - Odometer
 - Parking space
 - Fuel level
 - Comments (free-form text)
- Upon return of the vehicle and the collection of the odometer at the kiosk, the system will provide the ability to reduce the chance of an incorrect odometer

The system will be capable of notifying the customer and/or Fleet Management when a vehicle is late for a scheduled return if vehicle key is not returned to KCD by the scheduled end time of the vehicle reservation.

The KCD will utilize standard electrical power, remain securely locked in the event of a power failure or system failure and also allow for manual access by Motor Pool personnel.

Ruggedized KCD's, Touch Screen, and Keyboards may be exposed to weather and will be capable of operating in a temperature range associated with Colorado winters and summers. Temperatures may range from -20 degrees to +100 degrees Fahrenheit.

A minimum one-year warranty for parts and labor will be provided for the KCD and is to include coverage if used under stated operational conditions.

The kiosk will be capable of supporting a monitor and keyboard that must be able to function in the climate described for the KCD

5. Fleet Policy Communication and Information

Fleet rules, policies and communications to the users are to be available on line and controlled by the Fleet Administrator.

Distributed and centralized management of vehicles and fleet users – each site will be able to manage its vehicles. Fleet users will have visibility of all sites under an instance.

Communicates fleet policies via configurable web pages (policy page, login page, welcome page, reservation pages, user profile page) and reservation emails.

Enforces policies via configurable permissions, usage types, and access groups to tightly control what users can and cannot do and what assets users can and cannot access.

The software uniquely defines vehicles and users by Access Groups, thereby preventing users from receiving a vehicle for which the user is not allowed to use based on policies and rules.

6. User / Driver Information and Management

Fleet Motor Pool Reservation system will utilize the User Table (Section 15.b) for all system processes requiring user information.

The Fleet Motor Pool Reservation system will be able to import current user information contained in User Table into system one-time upon initial system setup.

System will be capable of adding and registering users with administrator oversight.

System user options are to include user eligibility for manually selecting specific vehicles, automatic assignment of vehicles for a reservation request, requirements for pre-approval by the administrator and driver permissions defined by the administrator.

7. Billing

Proposed system may utilize the billing protocol outlined below and utilize the information in the Reservation and Utilization Table to support billing processes.

The software will capture vehicle utilization data using the concept of "Usage Types". This capability is key to tracking unique vehicle use data and to billing appropriately for vehicle use.

For each vehicle utilization the system will automatically calculate charges at the end of a trip.

- Total hours for the completed reservation
- Total miles for the completed reservation
- If the total hours ≤ 5 and total miles < 200 , bill 60% of the configured daily rate ($0.6 * \text{Daily Rate}$) based upon the vehicle type, the usage type (the way the vehicle was used) and the site from which the vehicle was picked up and returned.
- Otherwise calculate the number of billable days the reservation was active.

Defined System Administrator rules to be included in billing calculation:

- Weekends (Saturday/Sunday) If a vehicle is picked up after 4PM on a Friday, and is returned before 8:31AM on the following Monday, only one weekend day is charged. Otherwise we charge both weekend days.
- Holidays are excluded from the billable days. Holidays are determined by a table of dates that can easily be maintained by fleet administrative staff.
- If a reservation departs later than 4:30 PM, the start day is not billed (late-in-the-day departure).
- If a reservation returns before 8:31 AM, the end day is not billed (early-in-the-day return).
- If the reservation spans a holiday or a weekend, and the total mileage ≤ 200 miles, only one early or one late day is discounted. In other words, if the reservation departed late in the day and returned early in the day and also spanned a holiday/weekend, and the total mileage ≤ 200 miles, only 1 day is discounted for the early-in-the-day return or late-in-the-day departure.
- The hourly quantity for billing rates to set up by the administrator.
- The total vehicle use charge is calculated based on the number of billable days multiplied by the daily rate based upon the vehicle type, the usage type (the way the vehicle was used) and the site from which the vehicle was picked up and returned.

The Motor Pool Reservation System will have the capability to be expanded, at the cost of the system user, to feature automatic billing transfers from the Motor Pool Reservation system to the financial reporting system, through a flat file, API or other common protocol.

Each occurrence under the State Fleet Management instance will be sub billed for their use and modifications of the Fleet Commander software. Any instance of Fleet commander outside of State Fleet Management instance will be responsible for their billing structure and cost of use or modification.

System will allow for manually added charges by the administrator.

The Motor Pool Reservation system will have the feature to be able to track vehicle damages to the offending individual and charge back to the offending organization or individual.

8. Vehicle Management

System to utilize current vehicle information contained in Vehicle Table (Section 15.c) and vendor is to perform the import of the current information into the system one-time upon initial project startup.

The system will provide the administrator with the ability to add or delete vehicles and maintain administratively configured information of vehicle usage and information for each reservation.

The system will be capable of administratively configured decisions for eligibility of each vehicle for assignment to individual users based upon Fleet rules and User information.

The system will utilize Vehicle and User Tables for configuring vehicle assignment options and availability to users.

9. Reporting / Utilization

The system will be capable of providing system Administrator with vehicle status that includes scheduled reservations (including pickup and return dates and times) vehicle availability, and late pickups and returns.

The system will be capable of administratively selected and configured reporting on reservations, vehicle utilization, users and other data contained in the required system tables.

The system will automatically update the motor pool dashboards to push fleet data/metrics to a graphical display thereby relieving fleet staff from having to manually mine the data.

The system will feature an hour-by-hour fleet utilization graph on the dashboard.

The system will feature day-by-day fleet utilization reports that can drill down to the site level and the vehicle type.

The system will feature vehicle-by-vehicle fleet utilization reports.

The system will feature vehicle aging reports by miles and time.

The system will feature reporting across the location, single site, multi-site, and enterprise levels.

The system will provide accurate reports of past vehicle usage.

10. Administration

The system Administrator will be capable of setting user rights, adding new user accounts, modifying existing accounts, and deleting user accounts.

The system reservation form will be configurable by system administrator.

The administrator will have the ability to utilize an account validation function to verify that the given account number on the reservation form is valid.

The administrator will be able to configure and control multiple aspects of the reservation process and vehicle availability.

Confirmation e-mails and system communications will be configurable by the administrator.

11. Sites

The system will be capable of administratively controlled functionality for multiple sites on an individual site basis.

When a request is received by Agile Access Control Inc for a new motor pool occurrence under State Fleet Management instance, it is required that an authorization form be obtained by the requesting party and provided to Agile, (to be created by State Fleet Mgmt at the time of first order) identifying the prospective Motor Pool Administrator, and including authorizing signature. The approval form would be required by Agile before setup of the new motor pool could begin.

12. Installation and Configuration Services

The vendor will provide all equipment necessary for system operation, as identified on the vendor pricing schedule Exhibit C, to participating entity and to support Fleet Reservation Management in successfully accomplishing installation and system functionality. At the expense as defined on the price schedule and request of the user, the Vendor will attach the KCD and peripheral equipment to the wall and provide for electrical power and internet connectivity to the KCD and equipment.

Vendor will provide a fully operational system optimized to meet business needs at the time completion of installation.

If the vendor's system requires or the user desires installation of equipment in vehicle(s), it is the responsibility of the vendor and user to work together to arrange for installation.

The Vendor may enter into agreements with a 3rd party to complete the installations in vehicle, but the Vendor acknowledges that they bear full responsibility for all aspects of the installation, warranty, and support.

Vendor is expected to work with identified system administrator to complete the details of all system functions prior to acceptance of system.

13. Training of System Administration Staff and Technical Support

Training shall be provided to system administration and user upon request on the functions of the system. Training will be provided via web cons, but in person training can be provided for a fee as identified in the pricing schedule.

Vendor will work with system administrator to optimize the configuration of the system to best meet the needs of Fleet Management.

Vendor will provide technical support to Fleet Management staff via telephone and email as needed for the term of the agreement during the hours of 5 AM to 5 PM Mountain Time, Mon-Fri as adjusted for DST.

14. Software Maintenance and Technical Support

Vendor will provide software and system maintenance and support, including software and system updates as they become available for the term of the agreement. With respect to the specific Fleet Commander software modules, this includes fixes, releases, and versions.

Vendor will provide technical support to fleet management staff via telephone and email as needed for the term of the agreement. Vendor Customer service team's hours will be 5 AM to 5 PM Mountain time, Mon-Fri as adjusted for DST.

15. System Tables

a. Reservation Table

System will include the listed data fields, at a minimum, in the table used to support the reservation and utilization process. Vendor will import current information contained in the listed fields into system. The field titles, below, are not mandatory titles but are currently in use and populated with data.

1. Request #
2. Confirmation #
3. Requestor User Name
4. Requestor Name
5. Driver User Name
6. Driver Name
7. Driver License #
8. Driver License Expiration Date
9. Usage Type
10. Site from which reservation is based
11. Location from which reservation is based
12. Vehicle Name
13. Vehicle Type
14. Was a specific vehicle requested? Y/N
15. Number of occupants provided on reservation form
16. Options requested on reservation form
17. Department to be charged
18. VCode to be charged
19. Destination
20. Reservation comments (provided by requestor)
21. VIN of vehicle used
22. Tag # of vehicle used
23. Scheduled pickup date and time
24. Actual pick date and time
25. Scheduled return date and time
26. Actual return date and time

27. Starting odometer
28. Ending odometer
29. Reservation Status (e.g. Pending, Approved, Dispatched, Completed, Cancelled)

b. User Table

System will include the listed data fields, at a minimum, in the table used to support and provide User / Driver information for system functions. Vendor will import current information contained in the listed fields into system. The field titles, below, are not mandatory titles but are currently in use and populated with data.

1. Last Name
2. First Name
3. Middle Name
4. Salutation
5. User Name
6. Status (e.g. Pending, Enabled, Disabled)
7. Access Groups (Configurable fields for allowing/denying access. Used for enforcing policy such as special licensing, training, etc.)
8. Usage Types (Configurable fields for determining how a driver may use a vehicle. Use for allowing access for uses such as motor pool, maintenance, free-loaner, etc.)
9. Time Zone
10. Allowed to self-check-out a vehicle via a kiosk?
11. Allowed to make a reservation at a kiosk in real-time?
12. Fuel Card PIN
13. Job Title
14. Default Department to automatically appear on reservations
15. Default Account to automatically appear on reservations
16. Address Line1
17. Address Line2
18. City
19. State
20. Zip
21. Country
22. Preferred Phone (drop-down consisting of "Business", "Cell", etc.)
23. Business Phone
24. Cell Phone
25. Other Phone
26. Fax
27. Preferred Email
28. Work Email
29. Personal Email
30. Date of Birth
31. Termination Date
32. Email configuration on a user-by-user basis:
 - a. Send new request email? Y/N
 - b. Send change request email? Y/N
 - c. Send approved request email? Y/N
 - d. Send reservation cancellation email? Y/N

33. Driver's License Number
34. Driver's License Expiration Date
35. License Validated? Y/N
36. License Suspended? Y/N
37. Last Licensing Agency Check Date
38. Any Driving Restrictions? Y/N
39. Driving Restriction Explanations
40. Eligible to manually-assign vehicles to him/herself? Y/N
41. Eligible to automatically-assign vehicles to him/herself? Y/N
42. Eligible for reservation requests to be automatically approved? Y/N
43. Custom User Fields (defined by Administrators)... up to 20 custom fields.
44. Custom Fields for Use on driver's reservation request
45. Public Notes about the driver
46. Private Notes about the driver (do not appear on public interfaces or reports)
47. System Permissions
 - a. Level 1
 - Administrator
 - Dispatcher
 - Driver
 - HR Administrator
 - Inspector
 - Prep (clean and fuel)
 - Maintenance
 - Requestor
 - Driver
 - Risk Management Administrator
 - b. Level 2
 - Administrator
 - Dispatcher
 - Driver
 - HR Administrator
 - Inspector
 - Prep (clean and fuel)
 - Maintenance
 - Requestor
 - Driver
 - Risk Management Administrator

48. Vehicle Usage –listing of users-to-reservations

c. Vehicle Table

System will include the listed data fields, at a minimum, in the table used to provide vehicle information for system processes. Vendor will import current information contained in the listed fields into system upon initial system setup. The field titles, below, are not mandatory titles but are currently in use and populated with data.

1. Vehicle Name
2. VIN
3. License #
4. Year
5. Color
6. Make
7. Model
8. First Mileage
9. Last Mileage
10. First Mileage Date
11. Last Parking Space
12. Last Parking Space Date
13. Fuel Level
14. Status (e.g. Available, Unavailable)
15. Access Groups (Configurable fields for allowing/denying access. Used for enforcing policy such as special licensing, training, etc.)
16. Usage Types (Configurable fields for determining how a driver may use a vehicle. Use for allowing access for uses such as motor pool, maintenance, free-loaner, etc.)
17. Site
18. Location
19. Configurable Vehicle Type
20. Configurable Vehicle Options
21. Maximum Occupants
22. Key Tag ID
23. Key Tag Description
24. Key Tag Creation Date
25. Vehicle Owner UserID or Department ID (who owns the vehicle?)
26. Vehicle Responsible UserID or Department ID (who is responsible for the vehicle?)
27. First Available Date
28. Last Available Date
29. Acquisition Value
30. Acquisition Date
31. Salvage Value
32. Maximum Miles Per month
33. Max Miles
34. Maximum Age in Months
35. Enable vehicle to be self-checked out?
36. Enable vehicle to be automatically assigned?
37. Date vehicle profile created
38. Date vehicle profile last edited
39. Interior Color
40. Air Filter
41. Oil Filter
42. Fuel Filter
43. Coolant Filter
44. Oil Type
45. Oil Capacity

46. Wiper Blade (Left)
47. Wiper Blade (Right)
48. Wiper Blade (Rear)
49. Headlight
50. Spark Plug
51. Battery
52. Tire Size (Front)
53. Tire Size (Rear)
54. Tire Ply
55. Tire PSI (Front)
56. Tire PSI (Rear)
57. Tire Count (including spares)
58. Wheel size
59. Lug Count
60. Fuel Type
61. Fuel Capacity
62. Transmission Fluid
63. Transmission Capacity
64. Brake Fluid Type
65. Brake Fluid Capacity
66. Engine Make & Model
67. Engine Size
68. Number of Cylinders
69. Transmission Make & Model
70. Gross Weight and Gross Vehicle Weight Rating (GVWR)
71. Wheel Base
72. Brake Type (Front)
73. Brake Type (Rear)
74. Brake Type (Other)
75. Vehicle Usage – relational listing of vehicles-to-reservations
76. Flex Fuel Vehicle e-85 fuel
77. Plug-in Hybrid Electric Vehicle (Range-kwh)
78. Battery Electric Vehicle (Range-kwh)
79. Diesel
80. CNG Bi-fuel or dedicated and range
81. Equipment Telematics Equipped-Type

EXHIBIT C, PRICES AND RATES

Software, Services, and Hosting		
Product ID	Description	Price
MPATL	Motor Pool Module annual price per vehicle	\$105.00
AVATL	Assigned Vehicle Module annual price per vehicle	\$21.00
MTATL	Maintenance Module annual price per vehicle	\$18.00
PMATL	Parts Management Module annual price per vehicle	\$4.50
FMATL	Fuel Module annual price per vehicle	\$9.00
RMATL	Risk Management Module annual price per vehicle	\$27.00
KCATL	Key Control Module annual price	\$2,400.00
IMATL	Inventory Module annual price per vehicle	\$0.70
KIO	KioWare Kiosk Software	\$225.00
FASTS	Annual Standard Technical Support	10%*
FASM	Annual Software Maintenance	15%*
	*of module purchase price plus any customization	
FCSS1-50	FleetCommander Service Set-up for 1 to 50 vehicles per site	\$1,000
FCSS51-100	FleetCommander Service Set-up for 51 to 100 vehicles per site	\$1,250
FCSS101-250	FleetCommander Service Set-up for 101 to 250 vehicles per site	\$1,750
FCSS251-750	FleetCommander Service Set-up for 251 to 750 vehicles per site	\$2,250
FCSS1-1500	FleetCommander Service Set-up for 751 to 1,500 vehicles per site	\$3,500
FCSS1501-3000	FleetCommander Service Set-up for 1,501 to 3,000 vehicles per site	\$5,000
FCSS3001-5000	FleetCommander Service Set-up for 3,001 to 5,000 vehicles per site	\$6,000
AAH1-50	FleetCommander Annual Application Hosting for 1 to 50 vehicles	\$4,800
AAH51-100	FleetCommander Annual Application Hosting for 51 to 100 vehicles	\$5,400
AAH101-250	FleetCommander Annual Application Hosting for 101 to 250 vehicles	\$6,000
AAH251-750	FleetCommander Annual Application Hosting for 251 to 750 vehicles	\$6,600
AAH751-1500	FleetCommander Annual Application Hosting for 751 to 1500 vehicles	\$7,200
AAH1501-3000	FleetCommander Annual Application Hosting for 1501 to 3000 vehicles	\$7,800
AAH3001-5000	FleetCommander Annual Application Hosting for 3001 to 5000 vehicles	\$8,400
FV	FleetVault Secure Data Encryption at Rest - Annual Upcharge	\$1,800
FIATMP	FleetCommander Internet-based Administrator Training - Motor Pool	\$1,250
FIATMT	FleetCommander Internet-based Administrator Training - Maintenance	\$750
FIATFM	FleetCommander Internet-based Administrator Training - Fuel	\$500
FIATRM	FleetCommander Internet-based Administrator Training - Risk Management	\$1,000
FOAT	FleetCommander On-site Administrator Training	\$2,000/day
FCPS	Professional Services	\$195/hr
Misc	Miscellaneous	negotiated

Telematics and Services

Product ID	Description	Price
PNP-3030	PNP-3030 GPS Unit	\$200.00
LMU-27270	LMU-27270 GPS Unit	\$200.00
VPOD	OBD-II for LMU-27270	\$75.00
JPOD	J-Bus for LMU-27270	\$125.00
TT-1800	TT-1800 asset tracker	\$235.00
TT-3000	TT-3000 asset tracker	\$295.00
TTC-1000	TTC-1000 asset tracker	\$225.00
Y-CBL	Y-Cable (standard)	\$25.00
RAECBL	Right-angle extension cable	\$22.00
GPSSS	GPS Standard Service (per unit per month)	\$19.95
GPSES	GPS Enterprise Service (per unit per month)	\$24.95
GPSDOS	GPS Data-only Service (per unit per month)	\$9.50
INST	Installation	Varies*
	*Installation costs can vary widely depending upon GPS unit, options, asset type, and location	

Key Control Systems and Kiosks

Product ID	Description	Price
K1C1013C008A	8-key Security Asset Manager (SAM)	\$5,016
K1C1616C016A	16-key SAM	\$6,779
K1C1827C024A	24-key SAM	\$7,961
K1C1827C032A	32-key SAM	\$8,954
K1C2828C040A	40-key SAM	\$9,934
K1C2828C048A	48-key SAM	\$10,726
K1C2828C056A	56-key SAM	\$11,455
K1C2828C064A	64-key SAM	\$12,132
K1C2836C072A	72-key SAM	\$12,769
K1C2836C080A	80-key SAM	\$13,371
K1C2836C088A	88-key SAM	\$13,945
K1C2836C096A	96-key SAM	\$14,511
K2C2828C104A	104-key SAM	\$16,015
K2C2828C112A	112-key SAM	\$17,239
K2C2828C120A	120-key SAM	\$18,496
K2C2836C128A	128-key SAM	\$19,037
K2C2836C136A	136-key SAM	\$20,327
K2C2836C144A	144-key SAM	\$20,860
K2C2836C152A	152-key SAM	\$21,379
K2C2836C160A	160-key SAM	\$21,884
K2C2836C168A	168-key SAM	\$22,375
K2C2836C176A	176-key SAM	\$22,855
K2C2836C184A	184-key SAM	\$23,326
K2C2836C192A	192-key SAM	\$23,785
C1C1818C010A	10-card SAM	\$6,863
C1C1827C020A	20-card SAM	\$8,750
C1C2828C036A	36-card SAM	\$11,937
C1C2828C054A	54-card SAM	\$14,922
C2C2828C064A	64-card SAM	\$16,206
C2C2836C074A	74-card SAM	\$18,107
C2C2836C090A	90-card SAM	\$20,318
C2C2836C108A	108-card SAM	\$23,170
C1C1818C012AC	12-card MS SAM	\$6,863
C1C1827C020AC	20-card MS SAM	\$8,750
C1C2828C035AC	35-card MS SAM	\$11,695
C1C2836C056AC	56-card MS SAM	\$15,130
C2C1818C0024AC	24-card MS SAM	\$10,697
C2C1827C040AC	40-card MS SAM	\$13,619
C2C2828C072AC	72-card MS SAM	\$18,473
C2C2836C112AC	112-card MS SAM	\$24,589
C1E1818C012AC	12-card MS SAM Daisy-chained	\$5,363
C1E1827C0202AC	20-card MS SAM Daisy-chained	\$6,875

Key Control Systems and Kiosks		
Product ID	Description	Price
C1E28228C035AC	35-card MS SAM Daisy-chained	\$9,820
C1E2836C056AC	56-card MS SAM Daisy-chained	\$13,255
UPGRADESAMSIZE	Upgrade box to the next size	\$478.89
SAMMTS	Security Asset Manager (SAM) Maintenance and Technical Support	15% per yr
STK	Standard touchscreen kiosk	\$3,103
RTK	Ruggedized touchscreen kiosk	\$3,852
ECEKS	Environmentally-controlled enclosure	\$4,066
ECEKSNU	Environmentally-controlled enclosure (no heater/AC)	\$3,566
SKB	Standard keyboard	\$225
SKBM	Standard keyboard mount	\$60
RKBIM	Ruggedized keyboard and integrated mount	\$550
MIFI-001	Cellular Router Solution (1 router, 1 antenna, 1 back-up router & antenna)	\$1,400.00
MIFI-003	Cellular Router Solution (1 router, 1 antenna)	\$700.00
MIFI-002	Cellular Router Annual Communication Services	\$1,440.00
UPS-001	Uninterruptible Power Supply (UPS)	\$56.00
RFID-001	RFID Proximity Card Reader	\$250.00
SHIP	Shipping and Handling	TBD

EXHIBIT D, SAMPLE OPTION LETTER

OPTION LETTER

Date:	Original Contract CMS #:	Option Letter #	CMS Routing
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- 1) **OPTIONS.** Option to renew for an additional term.
- 2) **REQUIRED PROVISIONS.**
 - a. In accordance with Section 5. Term, C., State's Option to Extend of the Price Agreement ("Contract") between the State of Colorado, Department of Personnel and Administration, State Purchasing Office ("State") and XXXXXXXXXXX ("Contractor"), the State hereby exercises its option for an additional term beginning January 1, 2018 and ending on December 31, 2018 at the pricing specified in the Original Price Agreement as amended.
 - b. **Multiple Amendments/Options Exercised:** As the Price Agreement represents a State Price Agreement (CMS#) for XXXXXXXXXXX where unit pricing is established, the amount of the current fiscal year value has not changed as consideration for goods/services ordered under the Original Price Agreement effective XXXXXX, as amended for the current fiscal year 2018.
- 3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or others delegated; whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Personnel and Administration June Taylor, Executive Director</p> <p>By: _____ Date: _____</p> <p style="text-align: center;">By John Chapman, State Purchasing Manager</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time.

If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____ Date: _____

EXHIBIT E, CONTRACTOR NOTIFICATION STATEMENT

State of Colorado Contract Management Information Contractor Notification Statement Colorado Revised Statutes § 24-102-206(1)(b)

Notification pursuant to "Keep Jobs in Colorado Act of 2013"

This Notification Statement is NOT required for (1) contracts under Medicare, the "Colorado Medical Assistance Act," Articles 4 to 6 of Title 25.5, CRS, the "Children's Basic Health Plan Act," Article 8 of Title 25.5, CRS, or the "Colorado Indigent Care Program," Part I of Article 3 of Title 25.5, CRS; or (2) contracts that receive federal funds.

RE: Contract CMS #: _____ (the "Contract")
Contractor Name: _____
Date of Notice: _____

Section 9.B of the Contract states:

- i. To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §17, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this §9.B shall constitute a breach of this Contract. This §9.B shall not apply if the Contract Funds include any federal funds.
- ii. For IT projects and following the State's prior written approval, Contractor may perform, or subcontract to perform, Services outside the State of Colorado and/or the United States. The state shall approve or deny any such Contractor request on a case-by-case basis. Following such written approval, Contractor shall follow the notice provision listed in §17.

Pursuant to CRS § 24-102-206(1)(b), this Contractor Notification Statement shall serve as written notice to the State of Colorado (the "State") Department of Personnel & Administration that the Contractor listed below anticipates services under the above-referenced Contract or any subcontract services may be performed outside the United States or the State during the term of the Contract. Services to be performed outside the United States or the State include:

Performance of such services outside the United States or the State is necessary or advantageous to the State for the following reasons:

Contractor Company Name: _____

Representative Signature: _____

Print Representative Name and Title: _____