

## EXHIBIT A

### **AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN COLLECTIVE DATA, INC. AND CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the "Effective Date"), by and between the City of Duluth, hereinafter referred to as City, and Collective Data, Inc., located at 230 2<sup>nd</sup> St. SE, Ste. 414, Cedar Rapids, Iowa hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for fleet management software and software support as hereinafter described (the "Project"); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a Proposal to provide services for the Project (the "Proposal"); and

WHEREAS, the City desires to utilize Consultant's professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

#### **I. Services**

Consultant will provide for fleet management software and software support services as generally described in an addendum to this agreement, attached hereto and made a part hereof as Exhibit A, the Consultant's Proposal attached hereto and made a part hereof as Exhibit B and as more particularly set out in Consultant's Quote No. 4435, as revised on October 12, 2015 and included as part of Exhibit B (the "Services"). Consultant agrees that it will provide its services at the direction of the Manager-Fleet Services ("Director"). The Services shall be provided in accordance with the terms of Consultant's End User License Agreement and Support Agreement, which documents are collectively attached hereto and made a part hereof as Exhibit C, subject to the following. In the event of a conflict between the terms of Exhibit B or Exhibit C and this Agreement, the terms and conditions of this Agreement and the addendum to this Agreement ("Agreement") shall be deemed controlling.

#### **II. Fees**

It is agreed between the parties that Consultant's maximum fee for the Project and

Services shall not exceed the sum of Sixty-Five Thousand Four Hundred and Fifty Dollars (\$65,450) inclusive of all travel and other expenses associated with the Project, payable from Fund 660-015-5580. All invoices for services rendered shall be submitted monthly to the attention of Director. Payment of expenses is subject the City's receipt of reasonable substantiation/back-up supporting such expenses.

### **III. General Terms and Conditions**

#### **1. Amendments**

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

#### **2. Assignment**

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be Todd Eadie, Account Manager, (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

#### **3. Data and Confidentiality, Records and Inspection**

- a.** The City agrees that it will make available all pertinent information, data and records under its control for Consultant to use in the performance of this Agreement, or to assist Consultant wherever possible to obtain such records, data and information.
- b.** All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c.** Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and

to the work, including the entire copyright in the work (“City Property”). Consultant further agrees that to the extent the work is not a “work made for hire” Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.
- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2017, unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings

prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor.

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of Consultant's intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity

doctrine.

7. Indemnity.

To the extent allowed by law, Consultant shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Consultant's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with Consultant's employees or contractors, or d) the use of any materials supplied by the Consultant to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

8. Insurance.

Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.

- a. Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, and Contractual Liability. **City of Duluth shall be named as Additional Insured by endorsement** under the Public Liability and Automobile Liability, or as an alternate, Consultant may provide Owners-Contractors Protective policy, naming himself and City of Duluth. **Upon execution of this Agreement**, Consultant shall provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included.
- b. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days' notice prior to any cancellation or modification shall be required; and in such event, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said

“claims made” insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

- c. Consultant shall also provide evidence of Statutory Minnesota Workers’ Compensation Insurance.
- d. A certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- e. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Engineer’s interests and liabilities.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

**City:** City of Duluth  
411 W First Street  
ATTN: Purchasing  
City Hall Room 100  
Duluth MN 55802

**Consultant:** Collective Data, Inc.  
230 2<sup>nd</sup> St. SE., Ste. 414  
Cedar Rapids, Iowa 52401  
Attn: Todd Eadie, Account Manager

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this

Agreement.

b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations.

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

12. Applicable Law.

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure.

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter

hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

**CITY OF DULUTH**

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**COLLECTIVE DATA, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Title of Representative  
Date: \_\_\_\_\_

## EXHIBIT A

### ADDENDUM TO AGREEMENT

Contract No.

City of Duluth  
Collective Data Inc.

This ADDENDUM TO AGREEMENT, effective as of the date of attestation thereto by the City Clerk, between the City of Duluth, hereinafter referred to as "City", and Collective Data Inc., located at 230 2nd St. SE, Ste. 414, Cedar Rapids, Iowa, hereinafter referred to as "Consultant", is incorporated in and is hereby made part of the Agreement.

The parties agree that the following additions and clarifications are hereby made to the Agreement:

1. That the following be added as Article III, Section 3.g:

This agreement is governed by the Minnesota Government Data Practices Act in that the public is authorized to receive any information regarding this agreement that is not classified by law as private, confidential, or non-public data. The consultant is responsible to clearly identify any data classified by law as private, confidential or non-public data and to provide the specific basis for the classification when the data is submitted to the City of Duluth.

2. This Project will consist of a software implementation phase and a software maintenance and support phase. The implementation phase will commence at a date to be determined by the Director, and will conclude no later than sixteen weeks after that date. The software maintenance and support phase will commence once implementation is complete.
3. This agreement includes the purchase of the Premium Software Support package with an annual renewal option. Premium Software Support includes all upgrades, patches, webinars, and technical support as stated in Quote 4435, as revised. The first year of Premium Software Support is provided at no charge. The Premium Software Support year will begin once the implementation phase is completed.
4. Section 12, Marketing, of the Collective Data End User License Agreement is hereby amended to read as follows:

City agrees that Collective Data may request to use City's name and trademarks in Collective Data's promotional materials, during the License Period. The City agrees to review such requests in a timely manner.

In all other respects the Agreement, together with all of its terms, covenants and conditions, is hereby confirmed in its entirety.

## EXHIBIT A

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the effective date thereof.

### **CITY OF DULUTH**

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

### **COLLECTIVE DATA, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title of Representative  
Date: \_\_\_\_\_

# EXHIBIT B



## RFP for Fleet Management System

**City of Duluth, MN  
Fleet Maintenance Division  
Department of Public Administration**

**Point of Contact**

Andrew Lewellyn, Director of Sales – Western Region

Collective Data, Inc.  
230 2<sup>nd</sup> St. SE Ste. 414  
Cedar Rapids, Iowa 52401

Tel: 720-445-7791  
Email: alewellyn@collectivedata.com

Website: [www.collectivedata.com](http://www.collectivedata.com)

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## Cover Page

Collective Data is pleased to respond to the City of Duluth's RFP for a fleet information management system. The following pages are designed to express our interest in working with your company to provide an industry leading solution that will meet your needs today and well into the future.

Company:	Collective Data
Company Representative:	Carrie Ridenour, Vice President
Address:	230 2 <sup>nd</sup> St SE, Ste 414
Phone:	319-362-1993
E-mail:	cridenour@collectivedata.com

Signed:

A handwritten signature in black ink, appearing to read "Carrie Ridenour".

Carrie Ridenour  
Vice President

## Company Background and Experience

Headquartered in Cedar Rapids, Iowa, Collective Data has been providing and implementing fleet management solutions to municipalities since 1997. The software is designed to help improve processes, improve efficiency, and provide useful reports that allow municipalities to gain better insights into their operations.

We are confident that our system will bring you a positive return on investment as well as numerous benefits that include:

- Make time consuming tasks easier, giving you and other employees more time to focus on other important work
- Have the historical records you need to stay compliant with various requirements
- Improve communication throughout your organization and let less slip through the cracks of a busy workday
- Manage workflow and processes more efficiently while finding ways to improve them
- Plan and manage budgets based on real data
- Improve uptime and customer service
- Have an easier time justifying the need for new equipment, new staff, or other purchases based on relevant data
- Reduce equipment ownership costs through better preventive maintenance compliance
- Optimize part inventory levels to prevent over ordering
- Improve labor productivity and make data entry easy for technicians on the shop floor

Collective Data has over 200 active customers on our latest core technology, and over 1,000 systems throughout the history of our company. The advanced core technology our software is built around provides a unique opportunity for our clients to deploy a system as an out-of-the-box solution, or to highly modify the system without sacrificing the ability to upgrade to newer systems when they come available.

We currently serve 72 government customers with active support contracts that include cities, townships, counties, public works, fire, police, correctional facilities, and highway departments.

### Differentiation

The combination of software, support, training, and experience with municipalities gives Collective Data a unique advantage over our competitors. Some of the reasons include:

- ❖ **Focus and Flexibility:** Collective Data software is focused on how fleet and asset management operations work. Some systems offer fleet as a module, but fleet is all we do. We've dedicated our development to making sure that elements of the software are easy to use and track more of what a fleet operation needs.

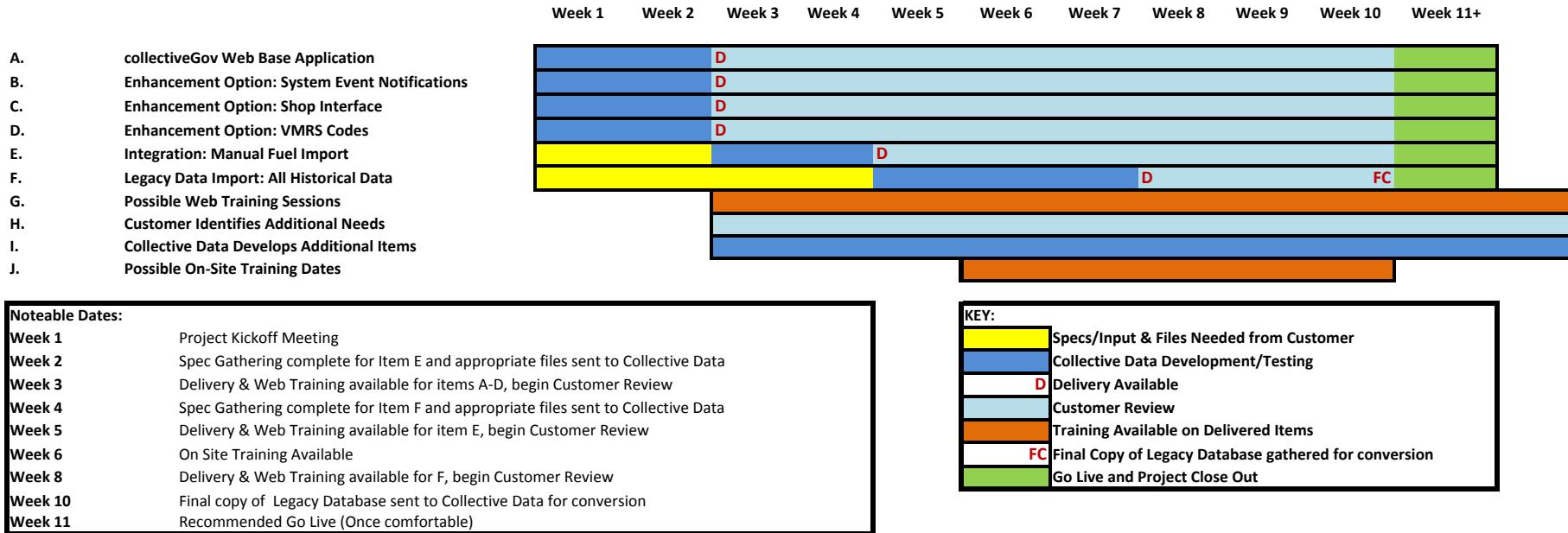
We also understand that not all municipalities operate exactly the same way. Our product was developed to be the most flexible and configurable product available in the industry. When it comes to creating specific workflows, approval processes, tracking certain items, or creating unique reports, the system can be configured to meet your needs as they arise. This is all done without the lengthy and expensive custom programming often required with other solutions.

- ❖ **Experience and Dedication:** Collective Data has proven experience with helping municipalities improve how they manage their fleet and related assets. We have a track record of delivering work on time and within budget. We also have extensive experience in providing unique solutions for problems that municipalities were unable to solve with other systems they were using.
- ❖ **Our Pledge:** Collective Data has worked to stay true to our promise of delivering:
  - The most flexible and configurable product available
  - The most productivity-gaining software
  - The best blend of intuitiveness with features
  - Expandable to replace more laborious systems
  - Scalable to accommodate changes and growth
  - Backed up by a customer-focused support and services team

## Project Work Plan and Schedule

The project work plan and schedule is included on the next page.

## City of Duluth-MN Project Timeline



## System Description and Functionality

collectiveGov is web-based fleet and asset management system focused on the needs of government organizations. Hosted in your server environment, the software can be accessed on any device with an internet connection that includes desktops, laptops, tablets, and smart phones (iOS and Android). Users will have access to run reports and update data for various elements of the software while on the go.

Your system will include:

- 12 concurrent users
- Technical support and free updates
- Online knowledge base and free training webinars
- Comprehensive asset management from acquisition through disposal and beyond, with ability to customize fields
- Ability to attach assets together and track asset allocation
- Preventive maintenance scheduling
- Automatic e-mail notifications for PM services coming due, registrations, licenses, certifications, and new maintenance requests
- Mission Control KPI dashboard
- Work orders and estimates
- Preloaded with VMRS Codes
- Simple technician interface
- Shop work distribution control
- Improved parts distribution and PO tracking
- System-based time tracking for logging on and off jobs
- Track and compare preventative vs repair work costs
- Know how resources are being allocated throughout the shop
- Properly allocate jobs based on workload
- Increase communication with shop floor technicians
- Parts inventory management
- Maintenance/work requests
- Cost center management
- Ability to track sublet repairs/outsourced work and all vendor and work details
- Inspection tracking including the ability to create custom inspections to match your requirements
- Tire tracking
- Fuel management, including integration of Holiday Station store fuel data
- Accidents and claims tracking including photos, reports, expenses for repairs, damages, etc.
- Employee management including mechanic and driver tracking
- License, registration, and certification management
- Vehicle life cycle management and reporting including depreciation, salvage values and estimated disposal date/value

## Technical Features:

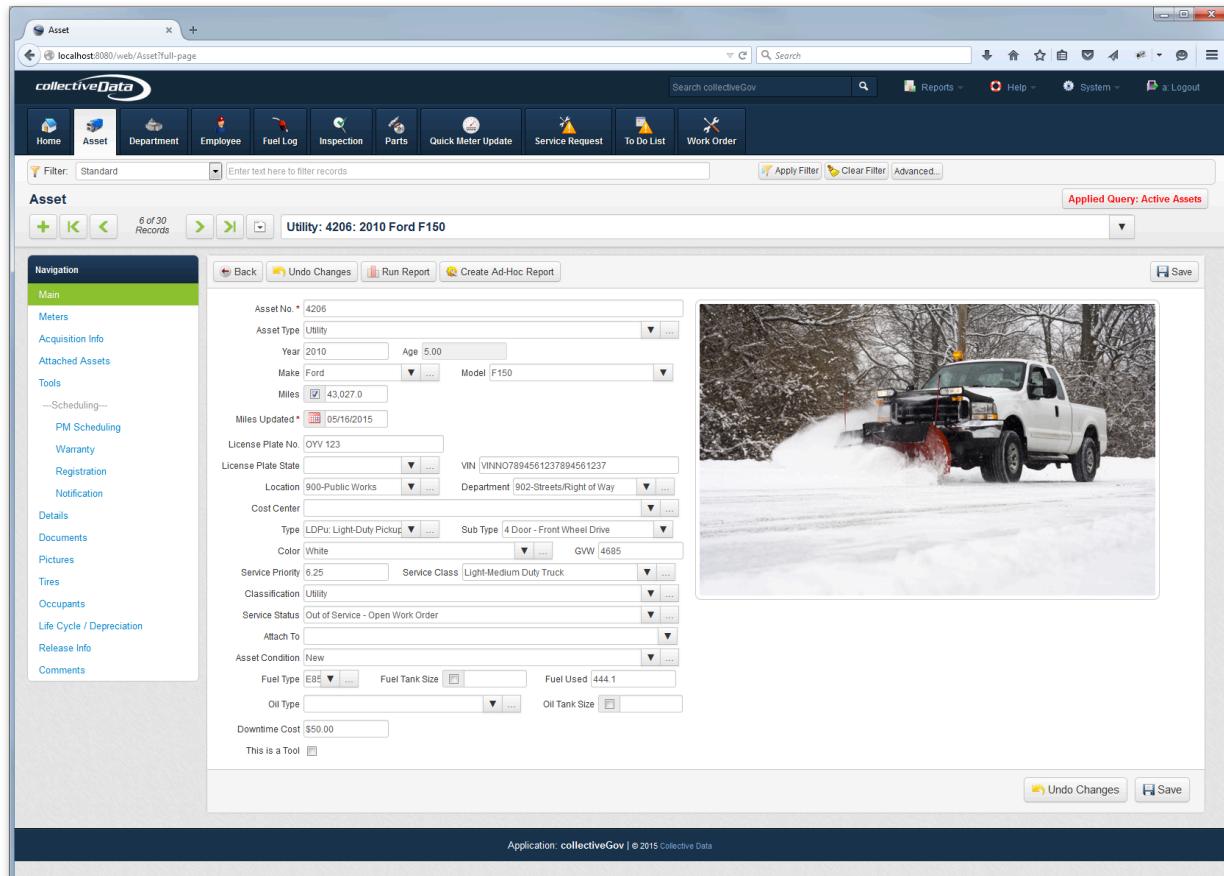
- Secure, browser-based access
- Unlimited data entry throughout the application
- Comprehensive reporting (including charts and graphs)
- 130+ pre-built reports
- Ad-hoc report builder (simple custom report generation)
- Barcode compatible throughout the software including equipment, work codes, parts, employees, inspections, PO's, Invoices, etc.
- Import/export data easily through .csv files
- Powerful data queries and filtering
- Multi-level security based on user permission
- The ability to adjust interface, fields, or workflow to better suit your specific needs

Additional information and screenshots are available on the next page.

## Asset Tracking

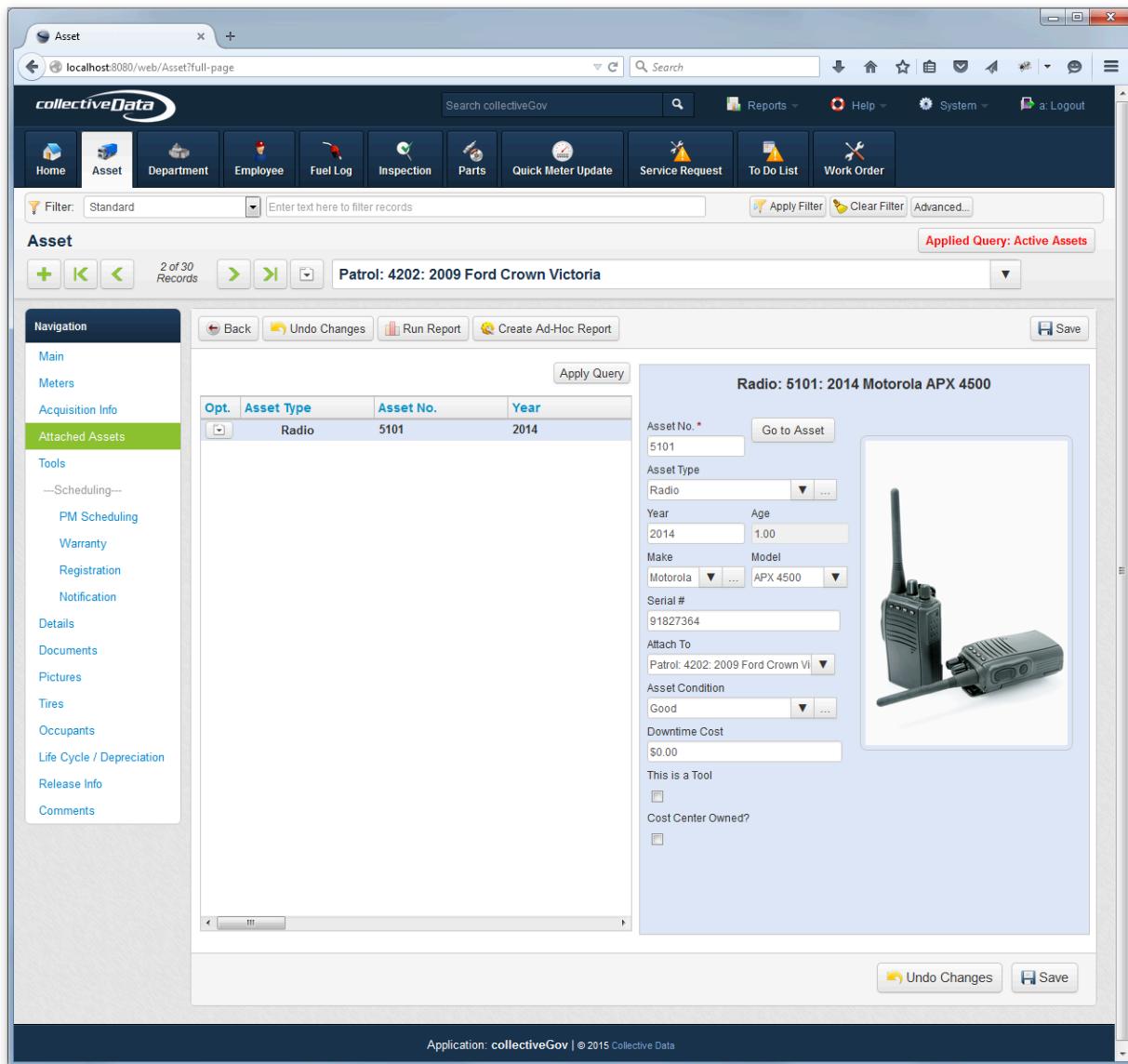
The *collectiveGov* system tracks comprehensive asset details and allows you to define an unlimited number of custom asset types to suite your needs. All of the information related to acquisition, disposal, locations, departments, warranties, pm schedules, and other information is available.

### Main Asset Screen:



The screenshot shows the 'Asset' screen of the *collectiveGov* application. The top navigation bar includes links for Home, Asset, Department, Employee, Fuel Log, Inspection, Parts, Quick Meter Update, Service Request, To Do List, and Work Order. The main content area is titled 'Asset' and shows details for a vehicle with Asset No. 4206, a 2010 Ford F150. The vehicle is white and is shown plowing snow in a wooded area. The left sidebar, titled 'Navigation', lists various asset management categories: Meters, Acquisition Info, Attached Assets, Tools (including Scheduling and PM Scheduling), Warranty, Registration, Notification, Details, Documents, Pictures, Tires, Occupants, Life Cycle / Depreciation, Release Info, and Comments. The central form contains fields for Asset No., Asset Type (Utility), Year (2010), Make (Ford), Model (F150), Miles (43,027.0), Miles Updated (05/16/2015), License Plate No. (OYV 123), License Plate State (VINN), VIN (VINN07894561237894561237), Location (900-Public Works), Department (902-Streets/Right of Way), Cost Center, Type (LDPu: Light-Duty Pickup), Sub Type (4 Door - Front Wheel Drive), Color (White), GW (4685), Service Priority (6.25), Service Class (Light-Medium Duty Truck), Classification (Utility), Service Status (Out of Service - Open Work Order), Attach To, Asset Condition (New), Fuel Type (E85), Fuel Tank Size, Fuel Used (444.1), Oil Type, Oil Tank Size, and Downtime Cost (\$50.00). Buttons for 'Undo Changes' and 'Save' are at the bottom right of the form.

Child assets and components are also easily managed within the system as seen below:



The screenshot shows the collectiveGov Asset Management software interface. The main window is titled 'Asset' and shows a list of assets. A specific asset, 'Radio: 5101: 2014 Motorola APX 4500', is selected and displayed in a detailed view on the right. The left sidebar has a 'Navigation' tree with 'Attached Assets' selected. The main content area shows a table with columns: Opt., Asset Type, Asset No., and Year. The selected asset is a Radio with Asset No. 5101 and Year 2014. The detailed view on the right shows the asset's properties: Asset No. 5101, Asset Type Radio, Year 2014, Make Motorola, Model APX 4500, Serial # 91827364, Attach To Patrol: 4202: 2009 Ford Crown Victoria, Asset Condition Good, Downtime Cost \$0.00, and two checkboxes for 'This is a Tool' and 'Cost Center Owned?'. A photograph of the Motorola APX 4500 radio is displayed on the right. The bottom of the screen shows the application footer: 'Application: collectiveGov | © 2015 Collective Data'.

### Life Cycle Management

The software provides an easier means of managing depreciation and replacement information. Asset replacement outlook, forecasting, and escrow reports allow you to drill down on specific assets or groups of assets.

## Life Cycle Management Screen:

The screenshot shows the collectiveGov Asset Management application interface. The title bar reads "Asset" and the URL is "localhost:8080/web/Asset?full-page". The top navigation bar includes links for Home, Asset, Department, Employee, Fuel Log, Inspection, Parts, Quick Meter Update, Service Request, To Do List, and Work Order. A search bar and a toolbar with various icons are also present.

The main content area is titled "Asset" and shows "Personnel Vehicle: 4201: 2011 Ford Explorer". A navigation sidebar on the left lists various asset management categories, with "Life Cycle / Depreciation" selected. The main form is divided into sections for "Depreciation Info" and "Replacement Info".

**Depreciation Info:**

- Capital Costs: \$39,800.00
- Starting Value: \$39,800.00
- Life Cycle (Yrs): 5
- Salvage \$: \$1,500.00
- Monthly Dep: \$638.33

**Replacement Info:**

- Est. Replacement Date: 02/23/2018
- Yearly Inflation Rate: 3.20%
- Proj. Replacement Cost: \$46,598.80
- Annual Escrow: \$9,017.76

At the bottom, there are buttons for "Undo Changes" and "Save". The footer indicates the application is "collectiveGov | © 2015 Collective Data".

## Preventive Maintenance (PM) Scheduling

The *collectiveGov* system automatically schedules preventive maintenance for assets based on their scheduling templates or by individual asset. The PM Scheduled Task list is then used to easily manage upcoming and overdue PM's based on the date/meter thresholds you set.

## PM Scheduled Tasks Screen:

The screenshot shows the 'PM Scheduled Tasks' screen in the collectiveGov application. The interface includes a top navigation bar with links for Home, Asset, Department, Employee, Fuel Log, Inspection, Parts, Quick Meter Update, Service Request, To Do List, Work Order, and PM Scheduled Tasks. Below the navigation is a search bar and a filter section. The main content area is titled 'PM Scheduled Tasks' and displays a table of scheduled tasks. The table columns are: Location, Department, Item, Task, Due Date, and Days Left. The data in the table is as follows:

Location	Department	Item	Task	Due Date	Days Left
900-Public Works	901-Signs and Signals	Electronic Sign: 4303: 2010 Swarco LED Mobile	SB: Inspect Sign/Bulbs/Battery	09/27/2011	-133
100-Police - Investigative Operations Division	101-Investigation	Personnel Vehicle: 4207: 2007 Chrysler Sebring	LOF: Lube, Oil & Filter	05/26/2015	-16
900-Public Works	902-Streets/Right of Way	Utility: 4206: 2010 Ford F150	LOF: Lube, Oil & Filter	05/24/2015	-18
800-Fire Department	801-Fire Department	Fire Personnel: 4217: 2009 Toyota Prius	TR: Tire Rotation	05/23/2015	-19
400-Police - Operations	401-Traffic Enforcement Unit	Patrol: 4211: 2010 Toyota Prius	LOF: Lube, Oil & Filter	05/22/2015	-20
100-Police - Investigative Operations Division	101-Investigation	Personnel Vehicle: 4201: 2011 Ford Explorer	TR: Tire Rotation	05/21/2015	-21
500-City Hall	1001-Community Services	Personnel Vehicle: 4210: 2011 Ford E250	TR: Tire Rotation	05/21/2015	-21
100-Police - Investigative Operations Division	101-Investigation	Personnel Vehicle: 4201: 2011 Ford Explorer	LOF: Lube, Oil & Filter	05/18/2015	-24
100-Police - Investigative Operations Division	101-Investigation	Personnel Vehicle: 4201: 2011 Ford Explorer	Lights: Light Check	05/18/2015	-24
900-Public Works	903-Utility Maintenance	Utility: 4213: 2012 Freightliner M2	TR: Tire Rotation	05/18/2015	-24
500-City Hall	1001-Community Services	Personnel Vehicle: 4209: 2006 Chrysler Town & Country	TR: Tire Rotation	05/17/2015	-25
400-Police - Operations	401-Traffic Enforcement Unit	Patrol: 4202: 2009 Ford Crown Victoria	LOF: Lube, Oil & Filter	05/17/2015	-25
400-Police - Operations	401-Traffic Enforcement Unit	Patrol: 4202: 2009 Ford Crown Victoria	Lights: Light Check	05/17/2015	-25
400-Police - Operations	401-Traffic Enforcement Unit	Patrol: 4202: 2009 Ford Crown Victoria	TR: Tire Rotation	05/15/2015	-27
500-City Hall	1001-Community Services	Personnel Vehicle: 4208: 2005 Ford Taurus	LOF: Lube, Oil & Filter	05/14/2015	-28
800-Fire Department	801-Fire Department	Fire Personnel: 4217: 2009 Toyota Prius	LOF: Lube, Oil & Filter	05/12/2015	-30
500-City Hall	1001-Community Services	Personnel Vehicle: 4210: 2011 Ford E250	LOF: Lube, Oil & Filter	05/10/2015	-32

At the bottom left of the table is a 'Perform Task' button. The bottom of the screen displays the application logo and copyright information: 'Application: collectiveGov | © 2015 Collective Data'.

## Repair Tracking

Using *collectiveGov*, the City of West Des Moines will have an efficient means of tracking everything related to the repairs and maintenance of your assets through our work order section. The screen is designed to be easy to use in order to help minimize confusion and help reduce data entry, all while gathering the information needed for proper and accurate reporting.

### A brief overview:

- Manage labor, parts, and other charges related to each item on the work order.
- Identify parts and labor that are still under warranty.
- Create estimates using parts and labor without any actual charges or depletion from inventory. Once the estimate is accepted, it can be easily converted to an active work order.
- Using the shop management capabilities, supervisors can see the status of all work and easily assign work based on workload and skillset. Technicians can also easily manage and self-assign work as needed.

## Main Work Order Screen:

The screenshot shows the 'Work Order' screen in a web browser. The URL is [localhost:8080/web/Work Order?full-page](http://localhost:8080/web/Work Order?full-page). The top navigation bar includes links for Home, Asset, Department, Employee, Fuel Log, Inspection, Parts, Quick Meter Update, Service Request, To Do List, and Work Order. A search bar and a 'Logout' link are also present. The main content area displays a work order detail for WO #58. The details include:

- WO # 58
- Repair Location: [dropdown]
- Work Source: Asset (selected)
- Service Priority: 7.00
- Asset: Personnel Vehicle: 4201: 2011 Ford Explorer
- Description: [text input]
- Location: 100-Police - Inv
- Department: 101-Investigation
- Cost Center: [dropdown]
- Lead Technician: [dropdown]
- Scan of WO: [dropdown]
- Status: Completed
- Miles In: 28,606.0
- Miles Out: 28,606.0
- Open Date: 05/16/2015
- Open Time: 9:08 am
- Created Date/Time: 05/16/2015 9:08 am
- External Work Order: [checkbox]
- Downtime: 0.00
- Total Cost: \$48.75
- Total Billable: \$48.75
- Warranties: [list]
  - Main: A795: Air Filter: \$6.95 - General: Warranty - Remaining: 164 Days
  - Main: PH-820: Oil Filter: \$35.00 - General: Warranty - Remaining: 3000 mi, 72 Days

Buttons at the bottom include 'Create Invoice', 'Quick Close Everything', 'Undo Changes', and 'Save'.

## Shop Supervisor View:

The screenshot shows the 'Supervisor View' screen in a web browser. The URL is [192.168.254.196:8085/web/Supervisor View Mobile?full-page](http://192.168.254.196:8085/web/Supervisor View Mobile?full-page). The top navigation bar includes links for Home, Employee, Equipment, Fuel Log, Maintenance Request, Part Inventory, Purchase Order, Quick Meter Update, To Do List, Work Order, and Reports. A search bar and a 'Logout' link are also present. The main content area displays a table of work orders:

WO #	Source	Meter	Date	Status	Description	Technician	Accrued Hours	Priority
69	4202	74,461.0	03/30/2015	Waiting on Labor	LOF:Lube, Oil & Filter	101 - Smith, George	0.00	
69	4202	74,461.0	03/30/2015	Waiting on Labor	TR:Tire Rotation	101 - Smith, George	0.00	
69	4202	74,461.0	03/30/2015	Waiting on Labor	Lights Light Check	101 - Smith, George	0.00	
70	4201	28,606.0	03/30/2015	Open	Lights Light Check	101 - Smith, George	0.00	
70	4201	28,606.0	03/30/2015	Open	TR:Tire Rotation	101 - Smith, George	0.00	
70	4201	28,606.0	03/30/2015	Open	Vehicle pulls to the left.	101 - Smith, George	0.00	
40	4213	89,299.0	02/07/2015	Waiting on Labor	04:Transmission	104 - Roberts, Bob	0.00	
42	4209	13,863.0	03/29/2015	Waiting on Labor	05:Body	104 - Roberts, Bob	0.00	
41	4210	59,031.0	03/02/2015	Waiting on Labor	Heater isn't getting warm	104 - Roberts, Bob	0.00	
66	4208	43,901.0	03/30/2015	Waiting on Labor	AF Air Filter	105 - Reynolds, Lee	0.28	

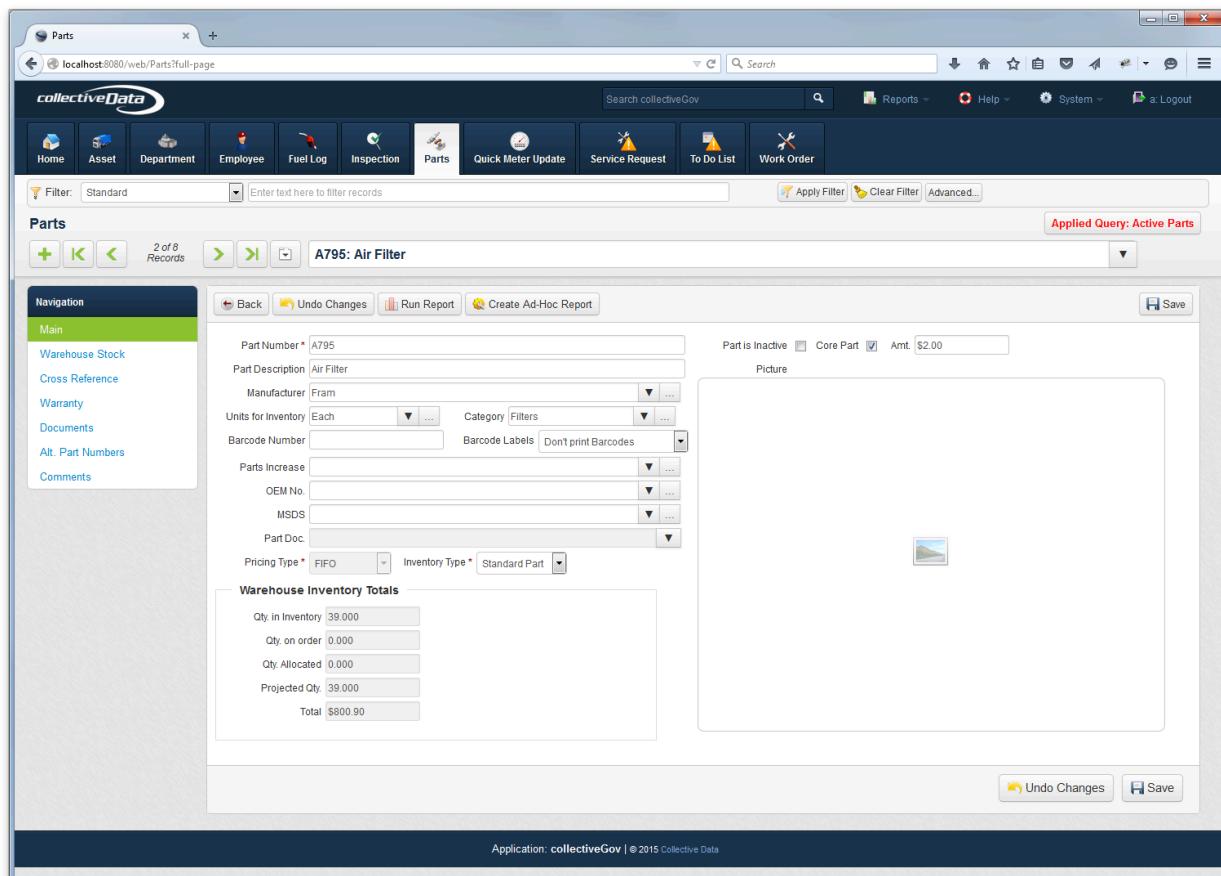
Buttons at the bottom include 'Go To Work Order' and 'Refresh'.

## Parts Inventory Management

collectiveGov includes robust parts inventory management capabilities. Some of the features include:

- Monitor essential information on parts such as quantity on hand and quantity on order
- Control purchasing, receiving, issuing, returning and transfer of parts
- Manage and recoup more warranties and core part returns
- Manage vendors and compare costs and history through comprehensive reporting
- Find ways to reduce unused inventory
- Barcode scanning capabilities built in

### Main Parts Screen:

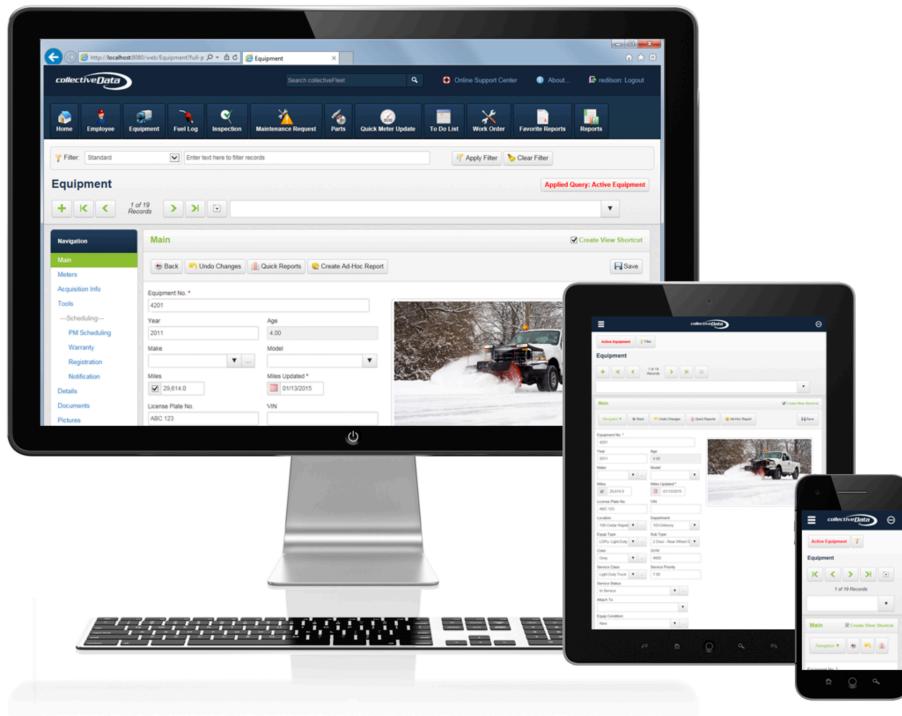


The screenshot shows the 'Parts' screen of the collectiveGov application. The top navigation bar includes links for Home, Asset, Department, Employee, Fuel Log, Inspection, Parts (which is the active tab), Quick Meter Update, Service Request, To Do List, and Work Order. A search bar and a 'Logout' link are also present. The main content area is titled 'Parts' and shows a record for 'A795: Air Filter'. The record details include: Part Number (A795), Part Description (Air Filter), Manufacturer (Fram), Units for Inventory (Each), Category (Filters), Barcode Number, Barcode Labels (Don't print Barcodes), OEM No., MSDS, Part Doc., Pricing Type (FIFO), Inventory Type (Standard Part), and a note that the part is Inactive and a Core Part with an amount of \$2.00. A 'Picture' field is empty. On the left, a navigation sidebar lists Main, Warehouse Stock, Cross Reference, Warranty, Documents, Alt. Part Numbers, and Comments. On the right, there are 'Undo Changes' and 'Save' buttons. The bottom of the screen displays the application footer: 'Application: collectiveGov | © 2015 Collective Data'.

## Mobile-Friendly Interface

The *collectiveGov* web client is a responsive web application, which means that it can be accessed from any computer, tablet, or smart phone that has an Internet connection and a support web browser. The screen will adapt itself for optimal viewing on that device to improve ease of use and still allows all fields and elements to be entered.

This improves accessibility throughout the organization. There is no need to monitor or install native apps or traditional clients on workstations. Simply login with a web browser on any device and you have access to the application.



## Management Reporting

The software contains over 130 stock reports for standard elements and oversight over the fleet operation. Beyond the stock reports, users have the ability to create an unlimited number of “ad-hoc” reports on the fly with our easy-to-use interface. For more advanced reports, the software includes a report editor for manipulating existing or creating new reports.

Our powerful reporting system has drill-down capabilities that include queries, advanced filters, charts and graphs, and date range selection. Once the desired report is produced, they can be email or exported to .csv or .pdf to anyone in the organization.

## Reports List:

### Assets

- Asset Age
- Asset Attachment History
- Asset Costs
- Asset Depreciation
- Asset Details
- Asset Downtime
- Asset Life Cycle - Percent of Maintenance
- Asset List
- Asset Location History
- Asset Meter Summary
- Asset Meter Usage
- Asset Occupant
- Asset Occupant History
- Asset Operating Costs
- Asset Operating Costs (Per Meter)
- Asset Out of Service
- Asset Registration List
- Asset Schedule
- Asset Warranty List
- Asset Replacement 10 Year Outlook
- Asset Replacement Forecast
- Asset Replacements and Escrow
- Asset Retired
- Asset Upfit Costs
- Asset Without PM Schedule
- Asset Without PM Schedule
- Fleet Downtime Report
- License Plate Tracking
- Maintenance Cost Year Over Year
- Outdated Asset Meters
- Questionable Meter Readings
- Warranty Cost Recapture
- Work Order History

### Parts Inventory

- Barcodes – Part Warehouse
- Barcodes – Received Parts
- Core Part Refund List
- Inventory Count List

### Work Orders

- Estimate
- Invoice
- Invoice Payments List
- Invoice for Pre-Printed Letterhead
- Labor Work Completed
- Quick WO History
- Repair Type Breakdown Summary
- Standard vs. Actual Time
- Standard vs. Actual Time for Employee
- Technician Work Form
- Vendor Work Authorization
- Work Code Cost Summary
- Work Code List
- Work Order Billable Summary
- Work Order Cost Internal vs. External
- Work Order Cost Part and Labor Summary
- Work Order Detail
- Work Order Detail Export
- Work Order Inspection Checklist
- Work Order Part Usage
- Work Order Summary

### Employee

- Employee Address List
- Employee Costs
- Employee Certification List
- Employee Date of Birth List
- Employee Details List
- Employee Email List
- Employee Emergency Contact List
- Employee Evaluation
- Employee Hire Date List
- Employee Incident Detail
- Employee Incident Summary
- Employee Phone List
- Employee Released
- Evaluation Form
- Traffic Violations Detail

- Part Activity
- Part Consumed List
- Part Inventory Reorder List
- Part List
- Part Received Log
- Part Return List
- Part Usage by Asset
- Part Usage by Part on WO's
- Parts Inventory Adjustments
- Parts Inventory Days Since Activity
- Parts Inventory Days in Stock
- Parts Inventory Transfers
- Parts Inventory Usage
- Parts Needed for Upcoming PM's
- Parts Only Used on Inactive Vehicles
- Restock Mobile Warehouse
- Warehouse Inventory List
- Part Vendor Comparison
- Vendor Detail

### **Parts Order**

- Open Parts Orders Parts Order
- Parts Order
- Parts Order List
- Parts Order Received List
- Parts Order Received List for Export
- Parts Order for Pre-Printed Letterhead

### **Tires**

- Tire Cost Per Meter Log
- Tire Detail
- Tire Summary
- Tread Depth/Tire Pressure History

### **Tool Inventory**

- Barcodes – Tools
- Lost and Broken Tools
- Serialized Part Tool Count
- Tool Assignment History
- Tool Current Assignment List
- Tool Inventory

### **Accidents & Claims**

- Accidents – Drivers at Fault
- Accidents/Claims Detail
- Accidents/Claims Summary

### **Fuel**

- Fluids Report
- Fuel Cost Detail
- Fuel Cost Summary
- Fuel Efficiency Detail
- Fuel Efficiency Summary
- Fuel Exceptions
- Fuel Log Transactions

### **Other Reports**

- PM Category Detail
- Insurance Detail
- Insurance Payments List
- Recall by Notified Date
- Asset Unique Details
- Complete General Asset Details List
- Cost Center Asset Costs
- Cost Center Asset List
- Cost Center Detail
- Expense Log Summary
- Inspection Checklist
- Inspection Detail
- Location Address List
- Location Detail
- Location Phone List
- Asset Registration Tasks
- License Certification Tasks
- PM Scheduled Tasks
- Warranty Scheduled Tasks
- Service Request

## Annual Software Maintenance, Updates, and Support

Ongoing maintenance is covered under the support contract. The first year is included for free and the cost for support begins at year two.

The price of the support agreement is calculated at 25% of the list price of the software plus any enhancement options, configurations, additional users, or ongoing imports that have been added to your application since the last renewal.

Below is an overview of the maintenance services provided:

- Software updates – We work continuously to fix any issues in the system that are reported and provide updates when necessary.
- Yearly version upgrades – This includes new software enhancements and features.
- 2-4 hours of web-based training included each year based on the number of concurrent users.

Collective Data support services has earned positive reviews year after year due to our response times, resolutions, expertise, and friendliness. Last year, we received a 90% positive review rate on our technical support survey.

Customers on an active support contract may make an unlimited number of support requests during normal business hours of 8-5 p.m., Monday through Friday. Support is available by phone, e-mail, and our online knowledge base.

Collective Data's technical support organization is comprised of software application specialists and developers that work together for a common goal of providing exceptional customer service.

The support structure is as follows:

1. *Support* – We have designated personnel that are the first to assist customers with technical issues or software questions. Most issues can be answered or fixed within the same business day but if not, it will be reported and escalated to 2<sup>nd</sup> level support with the Application Development Team.

Beyond support, Collective Data also offers an online knowledge base with articles and training webinar recordings for 24-hour access.

2. *Application Development Team* - Application developers work with customers to deliver system updates, configurations, and provide guidance and ideas helping customers improve their processes. They are also involved with the technical support team by providing 2<sup>nd</sup> level support.

Collective Data will thoroughly investigate all problems reported. If the problem is a technical issue with the supported product, Collective Data will make a commercially reasonable effort to correct the technical issue and will provide a solution, confirmation that the software product works per design specifications, or confirmation that the problem will not be fixed.

Collective Data support staff may provide support for technical issues outside of regular business hours at its discretion or as otherwise agreed to by the customer. Collective Data shall not be required to provide in-person support and shall use remote diagnosis tools to deliver technical support.

To receive support, the customer will need to authorize Collective Data's use of remote diagnosis tools and access to the customer's computers and networks. Collective Data may also make follow-up contact to ensure there are no outstanding technical issues.

Support requests are prioritized by severity and handled in the order of most severe to least severe, with technical issues ahead of other problems and questions. Priority is assigned in descending severity:

1. The software product unavailable for processing
2. A portion of the software product is unavailable
3. Operational questions that are holding up processing
4. Operational questions that do not interfere with normal processing
5. Enhancement suggestions/requests and requests for application configurations

## Cost Proposal

Quote #4435 found on the next page provides the cost proposal, implementation, and annual maintenance/support costs for the proposed system.



# QUOTE

City of Duluth- MN  
Amanda Ashbach  
411 West First Street #100  
Duluth, MN

Quote #: 4435  
Date: 07/31/2015  
Expiration Date: 12/31/2015

Item	Price
collectiveGov Web	\$24,500.00

collectiveGov is web-based fleet and asset management system focused on the needs of government organizations. The data gained helps users make more informed decisions, provide better information to supervisors, and improve productivity throughout the operation.

Hosted in your server environment, the software can be accessed on any device with an internet connection that includes desktops, laptops, tablets, and smart phones (iOS and Android). Users will have access to run reports and update data for various elements of the software while on the go.

Your system will include:

- \* 12 concurrent users
- \* Technical support and free updates
- \* Online knowledge base and free training webinars

The standard features of collectiveGov include:

- \* Comprehensive asset management
- \* Preventive maintenance scheduling
- \* Automatic e-mail notifications for PMservices coming due, registrations, licenses, certifications, and new maintenance requests
- \* Mission Control KPI dashboard
- \* Work orders and estimates
- \* Parts inventory management
- \* Maintenance/work requests
- \* Cost center management
- \* Inspections
- \* Fuel management
- \* Accidents and claims
- \* Employee management
- \* License, registration, and certification management

Technical Features:

- \* Secure, browser-based access
- \* Comprehensive reporting (including charts and graphs)
- \* 130+ pre-built reports
- \* Ad-hoc report builder (simple custom report generation)
- \* Barcode compatible
- \* Import/export data easily through .csv files
- \* Powerful data queries and filtering
- \* The ability to adjust interface, fields, or workflow to better suit your specific needs

System Event Notifications	\$5,000.00
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\*As required in ExhibitA: 1.gg:  
Automatic email capabilities based on User-defined criteria.

System Event Notifications is an automation tool that allows you to deliver custom email notifications as well as emails with reports attached automatically, based on certain events or thresholds within the system. If you're looking for a way to automate information and data delivery, this is what can make it a reality.

Included with System Event Notifications are the following stock reports that will be emailed on a timed basis or threshold that you set:

- \* Parts to Re-Order
- \* Parts on Inactive Equipment (Obsolete Parts)
- \* Outdated Equipment Meters
- \* Standard vs. Actual Time (Above Threshold)
- \* Equip Out of Service Report

Beyond those stock options, you have the ability to create an unlimited number of email notifications that occur off events in the system. You can also send emails that have a report attached:

- \* Conditionally email reports to one or more recipients based on user-configured exceptions
- \* Automatically email any report in the system to specified recipients on a timed basis such as monthly, weekly, daily, etc.
- \* Send emails that contain .ics calendar files for scheduling events

Two hours of web-based training with Collective Data are included to help you learn how to create your own notifications.

<b>Shop Interface</b>	<b>\$3,500.00</b>
Extends collectiveGov to include Collective Data's specialized shop workflow system. This includes screens for Technicians, Supervisors, Parts Issue & Work Assignment.	
<b>VMRS Codes</b>	<b>\$950.00</b>
Configure and preload VMRS codes for Part Failure, Repair, Repair Reason, and VMRS Work Accomplished.	
<b>Manual Fuel Import</b>	<b>\$1,500.00</b>
Holiday Station Store Manual Fuel Import	
The Holiday Station Store manual fuel import is a valuable add-on that allows you to import your fuel card provider transaction data into your Collective Data software. This ensures fuel log records are accurate and eliminates extra data entry.	
+ Requires fuel data be available in CSV format for uploading into collectiveGov. Information to be imported into collectiveGov will depend on what data can be obtained from Holiday Station Store fuel data.	
<b>Training - On Site: Training at Customer Premises</b>	<b>\$6,000.00</b>
3 - Consecutive Days of On-Site End User Training. Eight (8) hour days, includes all travel expenses. Training to be scheduled after final delivery of user system with a 3 week minimum lead time.	

## Please see revised quote on page 41

Final payment must be received prior to scheduling on site training. Must use training services within 12 months. Includes a two (2) hour web training session for each consecutive on-site training day, to be used within six months of the on-site training.

<b>Import: Option 4 - All Historical Data</b>	<b>\$10,000.00</b>
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\*As required in Exhibit A: 1.gg: System needs to maintain at least seven years of history for data retention.

Collective Data will import all historical data including tables and functionality that doesn't correspond to items within collectiveGov. Any items that don't directly correspond to collectiveGov will be viewable in a read-only format and accessible for future needs.

All of the following criteria must be met or there may be additional development charges:

- \* Data must be in CSV files, a Microsoft Access DB, or an ODBC compliant database (PostgreSQL, MsSQL, MySQL, etc.)
- \* Customer must be able to confirm that the mapping of data into the software is correct.
- \* Collective Data will add up to 5 additional fields in each area to help support imports, but additional fields, functionality, or modules that are determined to be needed for a smooth import may incur an additional cost. Any new fields added to support import will not show on existing report by default but can be added in the report editor.
- \* The original file format must not change during or after development of the mapping.
- \* Pricing doesn't include cleaning data (for example: a file that has a Make in a VIN field).

There is a 3-step process to importing your existing data using this import option:

1. Collective Data will indicate best guesses for the mapping of data and send an excel file back with the results for you to confirm. A signature is required for approval.
2. Once you have confirmed the outline of the mapping, Collective Data will perform a preview conversion of the data and deliver it to be reviewed. Any issues must be noted and given to Collective Data.
3. If there are any issues, Collective Data will perform one additional transfer of data to complete the transfer and refresh the transfer before the go-live date.

If there are additional changes beyond the scope of original data mapping approval, there may be additional charges.

<b>Premium Software Support - Annual Renewal</b>	<b>\$0.00</b>
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Your premium support contract includes:

- \* Technical support staff available from 8-5 PM (Central), Monday through Friday
- \* Support via: phone, email and Online Support Center
- \* Free online training webinars
- \* Software maintenance updates as needed to fix reported issues in the system.
- \* Version upgrades as released, includes new software enhancements and features.
- \* 2-4 hours of web-based training based on the number of concurrent users.

Coverage Dates:

The price of your Premium Support agreement is calculated at 25% of the list price of the software plus any enhancement options, configurations, additional users, or ongoing imports that have been added to your application.

Ongoing Costs:

Your annual support cost starting on year two would be: \$8,865.50

Your Investment: **\$51,450.00**

Quote # 4435

## Client References

Client Name: **City of O'Fallon, MO**

Contact Name: John Griesenaue

Phone Number: 636-379-5501

Date of Implementation: 5/10/2013

Size of Vehicle Fleet: Approx. 400

Client Name: **Placer County Sheriff**

Contact Name: Matt Burgans

Phone Number: 530-889-7865

Date of Implementation: 7/16/2012

Size of Vehicle Fleet: Approx. 300

Client Name: **Boone County, MO**

Contact Name: Greg Edington

Phone Number: 573-449-8515

Date of Implementation: 12/16/2013

Size of Vehicle Fleet: Approx. 400

Client Name: **Benton County, OR**

Contact Name: Jim Burke

Phone Number: 541-766-6617

Date of Implementation: 12/16/2009

Size of Vehicle Fleet: 180 internal, 1200 outside agency components managed

Client Name: **City of Jonesborough, TN**

Contact Name: Gary Lykins

Phone Number: 423-753-1002

Date of Implementation: 11/10/2006

Size of Vehicle Fleet: Approx. 100

## **Exhibit A: Fleet Management System Features**

Exhibit A is included on the next page.

## **EXHIBIT A: FLEET MANAGEMENT SYSTEM AND SUPPORT FEATURES**

Below are the basic features the City would like in a fleet management system. There may be additional features not listed that the vendor could provide.

\*Denotes a mandatory item

#Denotes a desired item

^Denotes an optional item

Please respond fully to each item as indicated below:

<b>Features/Components</b>		<b>Yes/No</b>	<b>Comments</b>
<b><i>1. General System Requirements for either web-based or windows based software</i></b>			
a.	*Operate on Microsoft SQL Server 2012 R2 platform	Yes	
b.	*Operate on Windows 7/8 or newer	Yes	
c.	*Ability to operate in a virtualized server	Yes	
d.	*Multi-level security based on user permissions	Yes	
e.	*Must comply with City of Duluth security	Yes	
f.	*Vendor access will be controlled by City of Duluth	Yes	
g.	IT using approved access methods/software		
h.	*System needs to operate in a real-time mode – all files affected by a transaction are updated at the time of the transaction	Yes	
i.	#Web browser interface	Yes	
j.	*Support use on tablets, iPads, iPhones, or smart	Yes	
k.	*Wireless must follow City of Duluth standards or	Yes	
l.	*Citrix compatible	Yes	
m.	*Graphical user interface must be user friendly	Yes	
n.	*System should be an off the shelf package with user definable configuration allowing flexibility	Yes	

o.	#Automatic email capabilities based on User-defined criteria.	Yes	<p>The system automatically sends email for certain items of the software such as upcoming services that are due, registrations, licenses, certifications, and new maintenance requests.</p> <p>Included in this proposal is our System Event Notifications option, which allows you to create emails or reports to be sent automatically based on any user-defined criteria or events that take place within the software.</p>
p.	*Provide easy navigation between functions (i.e. work orders/parts/vehicle	Yes	
q.	*Ability to easily drill down to other modules/fields of the software	Yes	
Features/Components	Yes/No	Comments	
r.	*Ability to have a separate database instance for testing purposes	Yes	
s.	#Templates available for addition of vehicles	Yes	
t.	*Vehicle search capability - including but not limited to the following – by Year, Make, Model, VIN, Type, etc.	Yes	
u.	*Must include a closed work order scan capability	Yes	
v.	*Parent/Child capability must exist to order to track associated equipment attached to vehicles (plows, wings, compressors, etc.)	Yes	
w.	*System must allow asset transfer from one fleet client to another	Yes	
x.	#System should house a catalog of standard vehicles along with the options for outfitting those vehicles	Yes	
y.	#System should provide tracking of vehicles from cradle to grave (including retirement auction and amount received)	Yes	

Z.	#Please list the total number of attributes, including user defined fields supported in your system along with information on those attributes	Yes	An unlimited number of user-defined fields can be created for details on assets such as color, engine type, fluid type, etc. The ability to create an unlimited number of user-defined fields on any screen in the software is available at an additional cost. This can be added to the system at any time.
aa.	#System must be able to associate a VIN to a license plate	Yes	
bb.	#System must track licensing, registration, plate management, license renewal, etc.	Yes	
cc.	#System must include the ability to schedule license tab renewal	Yes	
dd.	*Ability to interface with New World Logos .Net Financial system for General Ledger Fund Accounts, Departments, Procurement, Vendor Supplier List, Accounts Payable, Journal Entry	Yes, but depends on specific requirements	We offer an accounting export that is ideal for exporting data out of the software into another accounting system such as New World Logos. All of our reports are also exportable to .csv for easy importing into other systems. This solves a majority of our client's needs for getting data from the software into their account systems.  If a direct integration is required where data is sent back and forth automatically between the two systems, we are able to do that with other 3 <sup>rd</sup> party software systems that allow access to their data through a web services API. Pricing for a direct integration would require further investigation with you and New World Logos.
ee.	*Ability to interface with Holiday Station Store application for fuel card tracking, transaction, and fuel management data	Yes	Custom data import created by Collective Data

ff.	*System needs to integrate with a document management system for storage of documents	Yes	Our system includes document management. You can attach and store an unlimited number of images, files, etc. related to your equipment and other areas of the software. If integration with a 3 <sup>rd</sup> party document system is required, it is possible but would require further discussions on the needs, how it would work, and if the 3 <sup>rd</sup> party vendor allows access to their system through a web services API.
gg.	*System needs to maintain at least seven years of history for data retention requirements	Yes	The cost for this data import service is included in the cost proposal. This would bring in 7 years of historical data and it would be reportable.  However, we do offer a free import template to bring in basic equipment, parts, and employee information if you'd like to consider that option. The system would allow you to upload any documents you desire to review later as well.
hh.	*System needs to have a catastrophic loss/recovery plan	Yes	
ii.	*System must have ability to receive inventory for assets, parts, etc.	Yes	
jj.	*System must have ability to manually process invoices	Yes	
kk.	*System must have the ability to batch process invoices and receipting, along with	Yes	
ll.	#System must have the ability to track sublet repairs	Yes	
mm.	*System must have the ability to track all aspects of the repair history	Yes	
nn.	#System must have the ability to manage recalls and bulletins	Yes	
<b>Features/Components</b>		<b>Yes/No</b>	<b>Comments</b>
oo.	#System must have tire management	Yes	

pp.	#System should have a robust Incident and Accident management tracking system with the capability to store or link to photos, accident reports, estimates, etc. The expenses for accident repairs should be able to be separated from general repairs. If the vehicle is removed from service the disposal details (salvage value, date of disposal, etc) need to be captured in the system. Reporting capability must exist to track number of incidents and related costs with ability to break down to the department and vehicle levels.	Yes	
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**2. Vehicle/Equipment Inventory:**

a.	*Set up vehicles/equipment by asset	Yes	
b.	*Department field	Yes	
c.	*Department sub-field (Division)	Yes	
d.	*General Ledger Accounting Code - Allocation (000-000-	Yes	
e.	*Year, Make, Model Fields	Yes	
f.	*Purchase Order Number	Yes	
g.	#Purchase Price	Yes	
h.	#Vendor	Yes	
i.	#Leased/Owned	Yes	
j.	*Customizable vehicle classifications (based on GVW)	Yes	
k.	*Sub Class (Overall description 1 ton truck, sedan)	Yes	
l.	*Description	Yes	
m.	*Color	Yes	
n.	*Placement/Location	Yes	
o.	*VIN/Serial Number	Yes	
p.	*Odometer –Select miles/hours	Yes	
q.	^Driver Assigned to Vehicle	Yes	
r.	*Fuel Card Number	Yes	
s.	*Actual Rate/Rental Rate	Yes	
t.	#Charge Back Rate	Yes	
u.	^GPS	Yes	
v.	#Purchase Date	Yes	
w.	#Purchased New/Used/Rental	Yes	
x.	*In-Service Date	Yes	
y.	^Sold Date	Yes	
z.	^Auction Price	Yes	
aa.	#Useful Life	Yes	

Features/Components		Yes/No	Comments
bb.	^Replacement Year	Yes	
cc.	*Main Engine Make, Model, Serial #, Cyl #, Liters, Horsepower, Fuel Type	Yes	
dd.	#Aux Engine Make, Model, Serial #, Cyl #, Liters, Horsepower, Fuel Type	Yes	
ee.	#Empty Vehicle Weight	Yes	
ff.	#Body Type	Yes	
gg.	#Body Manufacturer, Model,	Yes	
hh.	#Brakes Front and Rear (Pads, Rotors, Shoes, Drums, Brake Chambers, Slack	Yes	
ii.	#Front and Rear Axle Make, Model, Capacity, Code	Yes	
jj.	*Tires (Brand, Size, Ply, PSI)	Yes	
kk..	*Gross Vehicle Weight	Yes	
ll.	*Fuel Type	Yes	
mm.	#Fuel Tank Capacity	Yes	
nn.	*Transmission Make, Model, Serial #, Code, PTO	Yes	
oo.	*Wheelbase	Yes	
pp.	#Track parts specific to vehicle (tire size, filter type, lights, brakes, etc)	Yes	
qq.	*License Plate #	Yes	
rr.	*Title Number	Yes	
ss.	#Customizable fields for inspections, misc. permits	Yes	
tt.	*Photos/Document attachment	Yes	
uu.	*Warranty Tracking - Parts and Service	Yes	
vv.	*User Defined Fields – at least 20 fields with at least 100 characters each	Yes	
ww.	*Ability to assign peripherals/smaller equipment to vehicle	Yes	
xx.	^Ability to see pending PM and scheduled repairs upon opening asset record	Yes	
yy.	^Ability to group or categorize assets to help schedule PM	Yes	
zz.	*Ability to track state inspections, annual renewals or any other site-specific inspections	Yes	
aaa.	#Ability to track accidents	Yes	
<b>3. Capital Asset Management</b>			

a.	#Provide a vehicle replacement screen that calculates replacement based on user defined criteria	Yes	Would need to understand specific formula you use to match, but is capable in the software.
<b>Features/Components</b>		<b>Yes/No</b>	<b>Comments</b>
b.	*System must identify vehicles for replacement, along with detailed lifecycle cost and total cost of ownership reports	Yes	
c.	#Ability to access depreciation, salvage value, remaining months of useful life, repair costs, fuel costs, life to date on screen or through a report	Yes	
d.	#Ability to track vehicles out of service and/or sold through auction	Yes	
e.	*System must allow recycling of unit numbers, yet allow for historical data to remain intact	Yes	
f.	*Vehicle Type (V) Vehicle (E) Equipment	Yes	
g.	*Vehicle Assigned Allocation/Fund	Yes	

#### **4. Preventative Maintenance Scheduling**

a.	*User Defined Fields – at least 15 fields with at least 40 characters each	Yes	
b.	*Ability to track standard PM information in addition to (including but not limited to) Last PM Mileage, Last PM Date, Next PM Date, Next DOT Date, etc.	Yes	
c.	*View/Modify PM schedule	Yes	
d.	^Ability for departments to request and/or schedule preventative maintenance or repair services, as well as track progress	Yes	
e.	#Automatic PM triggered by user defined Parameters/criteria	Yes	
f.	#Auto-notify end users and shop of PM due, as well as Special Order Parts received	Yes	
g.	^System calendar used to schedule or have ability to interface with Microsoft Outlook calendar	Yes	Outlook Calendar event invitations (.ics files) can be sent with any e-mail configured using our System Event Notifications module. This has been included in the proposal pricing.
h.	*Create standardized PM schedules	Yes	
i.	^Ability to convert PM into work order and assign mechanic	Yes	

j.	^Customizable job lists, parts required for PM types, tied to asset number	Yes	
h.	*PM Lists (Oil, Air, Primary Fuel, Secondary Fuel, Fuel Separator, Coolant Filter, Air Compressor Filter, Transmission Filter, Hydraulic Filter, Power Steering Filter, Air Drier, Cabin Air, etc.	Yes	
<b>Features/Components</b>		<b>Yes/No</b>	<b>Comments</b>
<b>5. Work Orders</b>			
a.	*Use of VMRS codes for work orders	Yes	
b.	*Easy drill down to parts inventory to attach parts to work orders, or based on bar code reader	Yes	
c.	*Ability to add work order reason codes	Yes	
d.	*Must contain a work order priority status	Yes	
e.	^Ability to create checklists and activities as part of work order	Yes	
f.	*Ability to add parts via bar code scanner	Yes	
g.	*Ability to add multiple PM items to work order	Yes	
h.	#Ability to create/store template work orders	Yes	
i.	#Track active work hours on the job	Yes	
j.	^Save/remember routine processes-parts for work orders	Yes	
k.	#Special Order Parts Reminders	Yes	
l.	*Ability to auto create work orders based on user defined criteria	Yes	
m.	^Remember parts used from previous work orders and alert if parts not in stock	Yes	
n.	^Outside vendor tracking, including costs	Yes	
o.	*Ability to mark up prices, as needed on work orders	Yes	
p.	*Ability to print work orders - contents to be determined during implementation process	Yes	
<b>6. Parts/Supplies Inventory</b>			
a.	*Must be able to accommodate current bin locations which are 10 character alpha-numeric in length	Yes	
b.	#Must be able to accommodate and track parts in 3 separate bin locations	Yes	

c.	*Part number fields at least 25 character alpha-numeric in length	Yes	
d.	*Part description field at least 45 characters in length	Yes	
e.	s/Manufacturer field	Yes	
f.	*Cost structure based on FIFO	Yes	
g.	*Must be able to adjust parts in and out of inventory by exception	Yes	
Features/Components		Yes/No	Comments
h.	*Barcode system able to produce in house barcodes that include P/N, description, and bin location, and able to read manufacturer's UPC codes.	Yes	
i.	*Ability to Track Parts, average moving costs, locations, min/max quantities	Yes	
j.	*Display parts on order or back order	Yes	
k.	*Generate stock orders automatically based on user defined re-order points and/or quantities	Yes	
l.	*Historical inquiry capability for up to a minimum of 10 vendors for each P/N with corresponding cross reference numbers and last price in	Yes	
m.	#Parts warranty tracking based on any of the following: miles, hours, months, Vehicle ID, Unit #, Part #	Yes	
n.	*Rolling part number changes without effecting historical sales	Yes	
o.	*Track w/ability to search orders based on Part Number, PO, Vendor, and Date	Yes	
p.	#Search inventory capability by (including but not limited to) part number, cross-reference number, vendor, stock status, bin location, description, vehicle make, model, year, or key word	Yes	
q.	*Ability to set parts as stock or non-stock	Yes	
r.	#Capability for tracking return/date tracking as well as appropriate client billing adjustment	Yes	
s.	*Capability to set price manually on any inventory or non-inventory parts	Yes	

t.	*Ability to attach multiple ID pictures to parts records	Yes	
u.	#Ability to issue parts to departments without generating a work order	Yes	
v.	*Ability to generate stocking guides and orders based on user defined criteria	Yes	
w.	*Ability to track vendor number (currently 4 digit numeric field)	Yes	
x.	#Ability to associate parts to asset number(s)	Yes	
y.	*Ability to mark up prices, as needed on work orders	Yes	

	<b>Features/Components</b>	<b>Yes/No</b>	<b>Comments</b>
z.	*Ability to track vendors including, address, vendor number, contact information (name, phone, fax, email,	Yes	
aa.	^Ability to track vendor account terms including discounts, contract 3, Tax ID, sales history, annual PO#, PO budget information, due dates		
bb.	*Ability to export invoice from vendors into New World Logos .Net Financials	Yes	Customization or integration we can do or give you tools to do
cc.	*Purchase order integration with New World Logos .Net Financial system	Yes	Customization or integration we can do or give you tools to do
dd.	*Full integration with work order system	Yes	

#### **7. Mechanic Time Tracking**

a.	#Active hours/inactive hours	Yes	
b.	#Scheduling	Yes	
c.	^Certifications	Yes	
d.	*Hourly Rates	Yes	
e.	#Separate login for mechanics either through computer on shop floor or their own mobile option	Yes	

#### **8. Other Employee Tracking**

a.	^Employees assigned to vehicle	Yes	
b.	^Commercial driver's license tracking auto	Yes	
c.	^Other certifications	Yes	

#### **9. Fuel Management**

a.	^Input miles/hours, gallons, date, costs of fuel, ties with PM schedule	Yes	
b.	*Ability to manually edit/enter odometer readings	Yes	

c.	*Support manual entry of fuel transactions	Yes	
d.	*Ability to interface with and import data from the Holiday Station Store fuel software for fuel card tracking of all fuel transactional data	Yes	Customization or integration we can do or give you tools to do
e.	*Ability to make Fuel Corrections	Yes	

Features/Components	Yes/No	Comments
<b>10. Reports</b>		
a. *Provide a list of available pre-built reports including but not limited to general fleet management such as lifecycle management, asset utilization, life-to-date, year-to-date, monthly financial reports for each cost type aggregated by fleet client and total fleet, fuel use, repair history, parts/vehicle inventory, mechanic hours, user defined obsolescence, exception reports, parts usage reports, etc. Reports should be provided in both summary and detail.	Yes	Our system includes 130+ pre-built reports that cover these criteria. A detailed list has been provided on page 16 of the RFI response.
b. #Multi-level reporting on vehicles with select capability by asset, client, etc (including all attributes)	Yes	
c. *Transaction history report including number, date, description, vendor, amount, PO#, price	Yes	
d. *Inventory balance and general use reporting	Yes	
e. *Inventory Adjustment capability	Yes	
f. *Historical listing of parts used	Yes	
g. #Ability to provide a “report card” consisting of key performance indicators (KPIs) for regular review and action for individual departments, as well as the Fleet service center	Yes	
h. #Ability to save criteria in ad-hoc or pre-built reports for routine reports	Yes	
i. #Ability to view reports on screen before printing	Yes	
j. #Ability to create robust ad-hoc reports	Yes	
k. *Ability to produce reports/prints by the following criteria, including but not limited to: pricing and usage for parts issued, vendor, parts receipt, auto orders, parts transferred, backordered, alternate part number, warranty information, manufacturer, part number cross reference, etc.	Yes	
l. *Ability to export reports to Excel, pdf, csv, xml formats	Yes	

Features/Components	Yes/No	Comments
<b>11. Annual Maintenance and Support</b>		
a. *Do you have a Service Level Agreement? Explain the details of your SLA. (Business hours, after hours, response times for system fixes, system availability, etc.)	Yes	Information about our support services can be found on page 18 of the RFI response.
b. #Are there support options available for non-business hours? If so, what are they and are there additional costs for after-hours support?	Yes	We offer an Online Support Center where users can view knowledge base articles, watch training videos, and access the online user's guide. This is available 24/7.
c. #What type of application documentation is available online for users?	Yes	Knowledge base articles, training videos, and an online user's guide are available on our Online Support Center.
d. #Is online user documentation updated for each upgrade?	Yes	



**CITY OF DULUTH**  
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[purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov)

**Addendum #1  
File # 15-01AA  
Fleet Information Management System Software**

This addendum serves to notify all bidders of the following changes to the solicitation documents:

- 1) Responses to questions submitted during the pre-proposal conference and via e-mail are attached.

Please acknowledge receipt of this Addendum by signing, dating, and submitting a copy with your bid/proposal. Thank you.

A handwritten signature in black ink, appearing to read "B. Heel".

Signature

A handwritten date in black ink, appearing to read "7-27-15".

Date



# QUOTE

City of Duluth- MN  
Amanda Ashbach  
411 West First Street #100  
Duluth, MN

Quote #: 4435  
Date: 10/12/2015  
Expiration Date: 12/31/2015

Item	Price
collectiveGov Web	\$38,500.00

collectiveGov is web-based fleet and asset management system focused on the needs of government organizations. The data gained helps users make more informed decisions, provide better information to supervisors, and improve productivity throughout the operation.

Hosted in your server environment, the software can be accessed on any device with an internet connection that includes desktops, laptops, tablets, and smart phones (iOS and Android). Users will have access to run reports and update data for various elements of the software while on the go.

Your system will include:

- \* 24 concurrent users
- \* Technical support and free updates
- \* Online knowledge base and free training webinars

The standard features of collectiveGov include:

- \* Comprehensive asset management
- \* Preventive maintenance scheduling
- \* Automatic e-mail notifications for PMservices coming due, registrations, licenses, certifications, and new maintenance requests
- \* Mission Control KPI dashboard
- \* Work orders and estimates
- \* Parts inventory management
- \* Maintenance/work requests
- \* Cost center management
- \* Inspections
- \* Fuel management
- \* Accidents and claims
- \* Employee management
- \* License, registration, and certification management

Technical Features:

- \* Secure, browser-based access
- \* Comprehensive reporting (including charts and graphs)
- \* 130+ pre-built reports
- \* Ad-hoc report builder (simple custom report generation)
- \* Barcode compatible
- \* Import/export data easily through .csv files
- \* Powerful data queries and filtering
- \* The ability to adjust interface, fields, or workflow to better suit your specific needs

System Event Notifications	\$5,000.00
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\*As required in ExhibitA: 1.gg:  
Automatic email capabilities based on User-defined criteria.



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System Event Notifications is an automation tool that allows you to deliver custom email notifications as well as emails with reports attached automatically, based on certain events or thresholds within the system. If you're looking for a way to automate information and data delivery, this is what can make it a reality.

Included with System Event Notifications are the following stock reports that will be emailed on a timed basis or threshold that you set:

- \* Parts to Re-Order
- \* Parts on Inactive Equipment (Obsolete Parts)
- \* Outdated Equipment Meters
- \* Standard vs. Actual Time (Above Threshold)
- \* Equip Out of Service Report

Beyond those stock options, you have the ability to create an unlimited number of email notifications that occur off events in the system. You can also send emails that have a report attached:

- \* Conditionally email reports to one or more recipients based on user-configured exceptions
- \* Automatically email any report in the system to specified recipients on a timed basis such as monthly, weekly, daily, etc.
- \* Send emails that contain .ics calendar files for scheduling events

Two hours of web-based training with Collective Data are included to help you learn how to create your own notifications.

Shop Interface	\$3,500.00
----------------	------------

Extends collectiveGov to include Collective Data's specialized shop workflow system. This includes screens for Technicians, Supervisors, Parts Issue & Work Assignment.

- \* Simple technician interface
- \* Shop work distribution control
- \* Improved parts distribution
- \* System-based time tracking for logging on and off jobs
- \* Track and compare preventative vs repair work costs
- \* Know how resources are being allocated throughout the shop
- \* Properly allocate jobs based on workload
- \* Increase communication with shop floor technicians

VMRS Codes	\$950.00
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Configure and preload VMRS codes for Part Failure, Repair, Repair Reason, and VMRS Work Accomplished.

Manual Fuel Import	\$1,500.00
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Holiday Station Store Manual Fuel Import

The Holiday Station Store manual fuel import is a valuable add-on that allows you to import your fuel card provider transaction data into your Collective Data software. This ensures fuel log records are accurate and eliminates extra data entry.



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+ Requires fuel data be available in CSV format for uploading into collectiveGov. Information to be imported into collectiveGov will depend on what data can be obtained from Holiday Station Store fuel data.

<b>Training - On Site: Training at Customer Premises</b>	<b>\$6,000.00</b>
--	-------------------

3 - Consecutive Days of On-Site End User Training. Eight (8) hour days, includes all travel expenses. Training to be scheduled after final delivery of user system with a 3 week minimum lead time.

Final payment must be received prior to scheduling on site training. Must use training services within 12 months. Includes a two (2) hour web training session for each consecutive on-site training day, to be used within six months of the on-site training.

<b>Import: Option 4 - All Historical Data</b>	<b>\$10,000.00</b>
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\*As required in Exhibit A: 1.gg: System needs to maintain at least seven years of history for data retention.

Collective Data will import all historical data including tables and functionality that doesn't correspond to items within collectiveGov. Any items that don't directly correspond to collectiveGov will be viewable in a read-only format and accessible for future needs.

All of the following criteria must be met or there may be additional development charges:

- \* Data must be in CSV files, a Microsoft Access DB, or an ODBC compliant database (PostgreSQL, MsSQL, MySQL, etc.)
- \* Customer must be able to confirm that the mapping of data into the software is correct.
- \* Collective Data will add up to 5 additional fields in each area to help support imports, but additional fields, functionality, or modules that are determined to be needed for a smooth import may incur an additional cost. Any new fields added to support import will not show on existing report by default but can be added in the report editor.
- \* The original file format must not change during or after development of the mapping.
- \* Pricing doesn't include cleaning data (for example: a file that has a Make in a VIN field).

There is a 3-step process to importing your existing data using this import option:

1. Collective Data will indicate best guesses for the mapping of data and send an excel file back with the results for you to confirm. A signature is required for approval.
2. Once you have confirmed the outline of the mapping, Collective Data will perform a preview conversion of the data and deliver it to be reviewed. Any issues must be noted and given to Collective Data.
3. If there are any issues, Collective Data will perform one additional transfer of data to complete the transfer and refresh the transfer before the go-live date.

If there are additional changes beyond the scope of original data mapping approval, there may be additional charges.

<b>Premium Software Support - Annual Renewal</b>	<b>\$0.00</b>
--	---------------

Your premium support contract includes:



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- \* Technical support staff available from 8-5 PM (Central), Monday through Friday
- \* Support via: phone, email and Online Support Center
- \* Free online training webinars
- \* Software maintenance updates as needed to fix reported issues in the system.
- \* Version upgrades as released, includes new software enhancements and features.
- \* 2-4 hours of web-based training based on the number of concurrent users.

## Coverage Dates:

The price of your Premium Support agreement is calculated at 20% of the list price of the software plus any enhancement options, configurations, additional users, or ongoing imports that have been added to your application. This 20% renewal rate is based on a five (5) year renewal commitment and by signing this quote, City of Duluth agrees to the renewal as outlined schedule outlined below.

## Ongoing Support Costs:

Year 2: 20% of software costs  
Year 3: 20% of software costs  
Year 4: 20% of software costs  
Year 5: 20% of software costs  
Year 6: 20% of software costs

Your Investment: **\$65,450.00**

Quote prepared by:

Andrew Lewellyn  
alewellyn@collectivedata.com  
319-362-1993 x2123  
Fax: 319-364-4306

**To accept this quote, please e-mail this signed document to: [sales@collectivedata.com](mailto:sales@collectivedata.com) or fax to 319-364-4306.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

***We appreciate your business!***

Here are some additional things you need to know regarding this quote:

\*

Quote # 4435



# QUOTE

Quote #: 4435  
Date: 10/12/2015

The price of your premium support agreement is calculated at 20% of the list price of the software plus any enhancement options, configurations, additional users, or ongoing imports that have been added to your application. This 20% renewal rate is based on a five (5) year renewal commitment and by signing this quote, City of Duluth agrees to the renewal as outlined schedule outlined below.

## Ongoing Support Costs:

Year 2: 20% of software costs

Year 3: 20% of software costs

Year 4: 20% of software costs

Year 5: 20% of software costs

Year 6: 20% of software costs

- \* All pricing is in US Dollars and all payments must be made in US Dollars.
- \* Client agrees to allow Collective Data to create a case study describing either a problem/resolution scenario or a scenario demonstrating ROI as provided by the application. Collective Data will provide the client a list of questions to answer and Collective Data will perform the write-up. Upon completion, client will have final approval of the case study before distribution. The client will not be asked to perform a case study unless satisfied with the application.
- \* Pricing is based upon the data import format and file accessibility conditions provided by the customer and Fuel Provider at the time the quote. Future changes to the file format or file accessibility that are initiated by the Fuel Provider or the customer are not included in this quote and may affect the integrity of the data import. These changes may necessitate the need for adjustments to or rewrite of this import and development effort will be assessed and quoted to the customer at that time.
- \* By signing this document, the signer is committing to purchase the products and services listed in this quote and agreeing to the payment terms listed in this quote. The signer also acknowledges the authority to sign this document on behalf of the organization listed.
- \* Collective Data software natively supports the following database servers: PostgreSQL, MS SQL 2005, 2008, 2012, and 2014. No additional licensing is required to operate with PostgreSQL. Licensing for MS SQL is not included and is the responsibility of the Customer.

A server-class computer running Microsoft Windows 7, 8, 2008 Server, 2008 R2 Server, 2012 Server with GUI, 2012 R2 Server, or 2012 Data Center GUI is required to operate the application server.

- \* The pricing listed in this quote is based on the products and services as described. Any additions, alterations, reconfigurations or changes of any nature to the products and services quoted herein may require a recalculation of price.
- \* The quote expires on the date of expiration listed at the top of this quote.
- \* Import scripts are developed to client specifications. The script is static and will only work with files that reflect the specifications for which the script was created and contain clean data. Any changes to file format may result in import failure. Corrupted data files that require scrubbing may incur additional fees.
- \* This product is assumed to be for one fuel import for the fuel vendor. If there are multiple fuel accounts associated with the fuel vendor, this may incur a set up fee, or additional charges depending on the file format for each account.
- \* Standard Payment Terms: 75% of total price of software and services listed on the purchase agreement are invoiced upon receipt of signed agreement, remaining 25% of listed amount will be invoiced upon delivery. All projects are prioritized based on payment received date.
- \* All training requires advanced payment prior to scheduling the date. Price quoted reflects training fees only. Onsite training must be scheduled a minimum of 3 weeks in advance and 4 weeks for out of the country. Additional fees may apply to travel outside of the continental United States and Canada.
- \* The information in this document is confidential to the company to whom it is addressed and should not be disclosed to any other person or organization.

## EXHIBIT C

### COLLECTIVE DATA END USER LICENSE AGREEMENT (EULA) (FLEET6 AND ABOVE)

#### **Agreement**

This License Agreement is between Company, as defined below, and Collective Data Incorporated (Collective Data), incorporated in the state of Iowa having a place of business at 230 2nd St. SE Ste. 414, Cedar Rapids, IA 52401.

#### **1. Definitions**

- 1.1 “Application Server” means the portion of the Software Product that acts as the license authentication and application server used in the Software Product.
- 1.2 “Client Application” means the portion of the Software Product that contains the interface used by the User to interact with the Application Server. The Client Application may be an add-on to an existing third party software product (e.g. a browser plug-in), a stand-alone software product, or an existing third party software with access credentials provided by Collective Data. (e.g. a password protected website accessible by a browser).
- 1.3 “Company” means the company, entity or individual whose funds are used to pay the license fee or who has otherwise acquired the Software Product.
- 1.4 “License Fee” means the amount of money listed in Exhibit A and received by Collective Data for the License granted below.
- 1.5 “License Period” means the time period listed in Exhibit A for which the License Fee has been paid for the License granted below.
- 1.6 “Modification” shall mean those changes, requested by the Company and implemented by Collective Data, that affect layout, functionality or other aspects of the Software Product. Modifications include but are not limited to, adding modules, fields, or reports; eliminating or adding sections; or changing the program layout. Modifications also include ongoing or periodic importations of data into the Software Product performed by Collective Data and changes in the Software Product needed to accommodate changes in the operating system of Company computers before the release of an Upgrade.
- 1.7 “Patches” means minor modifications to the Software Product that correct an existing problem and do not add any additional functionality. Patches are provided by Collective Data at its discretion.
- 1.8 “Software Product” means both the Application Server and Client Application and includes the computer software and associated media, printed materials, and “on-line” or electronic documentation, including without limitation any and all executable files, add-ons, tutorials, and help files, and excludes all files containing source code.
- 1.9 “Support Services” means services provided by Collective Data under a separate agreement between Collective Data and Company related to ongoing support and maintenance.
- 1.10 “Use” means storing, loading (whether into temporary memory (i.e., RAM) or into permanent memory (e.g., hard disk, CD-ROM or other storage device)), installing, executing or displaying the Software Product.
- 1.11 “User” means an employee of Company who uses the Software Product. Other agents or contractors of Company are excluded from the definition of User. See Exhibit A for the number of licensed Users.

## EXHIBIT C

1.12 “Updates” means minor version changes to the Software Product provided by Collective Data at its discretion. Updates do not include new modules or new software products.

1.13 “Upgrades” means major version changes to the Software Product provided by Collective Data at its discretion. Upgrades do not include new modules or new software products.

1.14 “Vehicle” means a motor vehicle to be tracked with the Software Product. See Exhibit A for the number of licensed Vehicles.

2. **Grant of License** Collective Data grants Company the non-exclusive, non-sub-licensable, limited right 1) to install one copy of the Application Server on one computer or virtual machine owned or controlled by the Company; 2) to install an unlimited number of copies of the Client Application; 3) to permit up to the number of Users to Use the Software Product for which the License Fee has been paid for the License Period; and 4) to track up to the number of Vehicles with the Software Product for which the License Fee has been paid for the License Period. Company may make routine backups of any database associated with the Application Server. All rights not specifically granted under this License are reserved by Collective Data.

### 3. **Restrictions**

3.1 Company agrees, except as expressly permitted in the License, the Software Product may not be used, copied, translated, redistributed, retransmitted, published, sold, leased, marketed, sublicensed, assigned, disposed of, encumbered, transferred, altered, modified or enhanced, whether in whole or in part. Company may not remove any proprietary notices, marks or labels from the Software Product.

3.2 To the extent that Company has access to the source code of Software Product, Company acknowledges that the source code remains a confidential trade secret of Collective Data. Company agrees that it has no license whatsoever to the source code and shall not disclose the source code under any circumstances or to otherwise inspect, copy, distribute, publish, display or modify the source code, nor compile or assemble the source code into executable files.

3.3 Company agrees not to reverse-engineer, de-compile or disassemble the Software Product, or make any attempt to discover the source code to the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

3.4 Company agrees to not attempt to break or evade any access controls, copy-control protections or encryption utilized in the Software Product.

3.5 Company agrees not to assist others in doing what the Company is prohibited from doing.

4. **Patches, Updates, Upgrades and Modifications** Company shall have no right to receive Patches, Updates, Upgrades or Modifications under this License Agreement. However, to the extent that Company does receive Patches, Updates, Upgrades or Modifications from Collective Data as part of Support Services, those Patches, Updates, Upgrades and Modifications shall be considered part of the Software Product and Company’s rights in Patches, Updates, Upgrades, and Modifications shall be governed by the then existing version of this License Agreement.

### 5. **Ownership**

5.1 Title, ownership rights and intellectual property rights in and to the Software Product shall remain with Collective Data and are protected by US and international laws and treaties. The Software Product is licensed, not sold. There is no transfer to Company of any title to or ownership of the Software Product.

5.2 Title, ownership rights and intellectual property rights in data stored in the Software Product shall remain with Company.

6. **Transfer of Software Product** Company may transfer all Company’s rights under this License

## EXHIBIT C

Agreement on a permanent basis only, provided Company 1) retains no copies, 2) Company transfers the License Agreement, the corresponding serial number (if applicable) and all the Software Product (including without limitation all component parts, media and printed materials, and any Patches, Updates, Upgrades, and Modifications), and 3) the recipient agrees to all the terms and conditions of this License Agreement. If the Software Product incorporates Upgrades or Modifications, any transfer must include the latest release, all prior versions and any prior products used to obtain the Software Product.

7. **Termination of License** This License Agreement is in effect until terminated or the end of the License Period. Company may terminate it at any time by destroying the Software Product and all copies Company has made. Without prejudice to any other rights, Collective Data may terminate this License Agreement if Company fails to comply with any term or condition of this License Agreement. Upon termination or the end of the License Period, Company agrees to destroy the Software Product and all copies Company has made.

8. **Access by Collective Data** Collective Data shall have no right to access the Software Product unless access is granted by Company.

9. **Reports and Audit Rights** Company shall institute reasonable measures to ensure compliance with the terms and conditions of this License Agreement. Upon Collective Data's reasonable request, Company agrees to provide reports relating to Company's use of the Software Product as necessary to demonstrate Company's compliance with the terms and conditions of this License Agreement. Company further agrees that Collective Data has the right, upon reasonable prior notice, to audit Company's records and inspect Company's facilities to verify Company's compliance with the terms and conditions of this License Agreement, in particular to insure that no more than the number of licensed Vehicles are being tracked by the Software Product.

10. **Software Product Limited Warranty** To the original customer only, Collective Data provides the following warranties:

10.1 **Limited Warranty** COLLECTIVE DATA WARRANTS THAT FOR AS LONG AS A SUPPORT AGREEMENT IS IN PLACE BETWEEN COLLECTIVE DATA AND COMPANY ("WARRANTY PERIOD") AS EVIDENCED BY COMPANY'S RECEIPT OR OTHER PROOF OF PURCHASE (i) THE SOFTWARE PRODUCT, UNLESS MODIFIED OR OTHERWISE ALTERED BY COMPANY, WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE ACCOMPANYING WRITTEN MATERIALS, AND (ii) THE MEDIA ON WHICH THE SOFTWARE PRODUCT IS FURNISHED, IF ANY, WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE. Collective Data does not warrant that the Software Product will meet Company's requirements or that Use of the Software Product will be uninterrupted or error-free. Collective Data is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the Software Product, nor for problems in the interaction of the Software Product with non-Collective Data software products. Some jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to Company. The Limited Warranty gives Company specific legal rights. Company may have others.

10.2 **Exclusive Remedy** Collective Data's entire liability, and Company's exclusive remedy, shall be, at Collective Data's option, either (a) replacement of the defective media, (b) repair or replacement of the Software Product that does not meet Collective Data's Limited Warranty, or (c) return of the License Fee paid and termination of this License Agreement. This remedy is subject to return of the Software Product to Collective Data with a copy of Company's receipt within the Warranty Period or, solely for Software Product that was obtained electronically via "electronic software distribution", to delivery to Collective Data of a Collective Data -approved "certification of destruction" together with proof of purchase within

## EXHIBIT C

the Warranty Period. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse or misapplication. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

**10.3 Ownership** Collective Data warrants that it owns the Software Product or otherwise has sufficient rights to grant Company the license in this License Agreement.

**10.4 Third Party Claims** Collective Data warrants that, at the time of this License Agreement, it is not aware of claims that the Software Product infringes any right of a third party

**10.5 No Other Warranties** THE ABOVE WARRANTIES ARE EXCLUSIVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLLECTIVE DATA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING OUT OF USAGE OF TRADE OR COURSE OF DEALING, CONCERNING THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COLLECTIVE DATA, ITS AGENTS, DEALERS, DISTRIBUTORS OR EMPLOYEES SHALL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY OTHER WARRANTIES.

**10.6 No Liability for Damages** EXCEPT FOR THE EXPRESS REMEDIES PROVIDED TO THE COMPANY UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COLLECTIVE DATA OR ITS SUPPLIERS (OR THEIR RESPECTIVE AGENTS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION TO: CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, ECONOMIC, PUNITIVE OR SIMILAR DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS INFORMATION OR ANY AND ALL OTHER COMMERCIAL OR PECUNIARY DAMAGES OR LOSSES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, HOWEVER CAUSED AND ON ANY LEGAL THEORY OF LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE), EVEN IF COLLECTIVE DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. COMPANY ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. In any event, if any statute implies warranties or conditions not stated in this License Agreement, Collective Data's entire liability under any provision of this License Agreement shall be limited to the greater of the amount actually paid by Company to license the Software Product and Five United States Dollars (US\$5.00), or, in the case of Support Services, providing such Support Services again or refunding the cost thereof. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Company.

**10.7 Infringement Indemnity** Collective Data shall defend, indemnify, and hold Company harmless from and against any loss, liability, cost, or expense, including reasonable attorney's fees, which may be incurred by Company against any claims, actions, or demands by a third party alleging that the Software Product infringes a U.S. copyright or trademark, provided: (a) Company promptly notify Collective Data in writing of the claim; (b) Company provide documents clearly describing the allegations of infringement; (c) Collective Data has sole control of the defense of any actions and negotiations related to

## EXHIBIT C

the defense or settlement of any claim; and (d) Company cooperates fully in the defense of the claim.

10.7.1 If the Software Product is found to infringe a U.S. copyright or trademark, Collective Data shall, in its sole discretion, take commercially reasonable steps to obtain the necessary rights or modify the Software Product. In the alternative, Collective Data may terminate this License Agreement and Company shall uninstall the Software Product. Collective Data's liability shall then be to indemnify Company as above and refund a pro-rata portion of any License Fee paid by Company for the Software Product. No refund shall be paid for any price paid by Company for Support Services.

10.7.2 Collective Data shall have no obligation to defend Company or to pay any resulting costs, damages, or attorneys' fees for any claims alleging direct or contributory infringement of the Software Product by (a) combination of or integration with a product, process, or system not supplied by Collective Data; (b) material alteration by anyone other than Collective Data; (c) use after Company have been notified of possible infringement; or (d) use after modifications are provided or this License Agreement is terminated.

11. **US Government Restricted Rights** The Software Product and documentation are provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. The contractor/manufacturer is Collective Data, 230 2nd St. SE Ste. 414, Cedar Rapids, IA 52401, USA.

12. **Marketing** Company agrees that Collective Data may use Company's name and trademarks in Collective Data's promotional materials, during the License Period. Collective Data shall notify Company of such uses and Company shall have five (5) days to offer advice on proper usage of such names and trademarks. Collective Data shall adopt such advice to the extent it is reasonable, but shall not be forced to cease using Company's name and trademarks.

13. **Export Restrictions** Company may not export or re-export the Software Product or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. Company is solely responsible for its compliance with all United States and other applicable export laws and regulations. By Use of the Software Product, Company is specifically agreeing to the foregoing and Company is representing and warranting that Company is in compliance with such laws and regulations.

14. **Entire Agreement** This License Agreement, and any Support Agreement, constitutes the entire agreement between Collective Data and Company with regard to the Software Product and supersedes any and all prior agreements on this topic. This License Agreement shall not be modified except by a written agreement between authorized representatives of Collective Data and Company.

15. **Severability** If a court of competent jurisdiction determines that a provision of this License Agreement is unenforceable in any jurisdiction, then such provision shall be deemed modified to the minimum extent necessary to make it comply with the applicable law of such jurisdiction.

16. **Governing Law** This License Agreement is governed by the laws of the State of Iowa and applicable U.S. federal law and the state and federal courts located in Cedar Rapids, Iowa, USA shall have exclusive jurisdiction and venue over any claim arising from this License Agreement.

## EXHIBIT C

Collective Data

Company:

By:

By:

Name:

Name:

Position:

Position:

Date:

Date:

## EXHIBIT C

### **Exhibit A**

License Fee: \_\_\_\_\_

Number of Users covered by the License: \_\_\_\_\_

Number of Vehicles covered by the License: \_\_\_\_\_

License Period: \_\_\_\_\_

## EXHIBIT C

### COLLECTIVE DATA PROFESSIONAL SERVICES AGREEMENT

#### **Agreement**

This Professional Services Agreement is between Company, as defined below, and Collective Data Incorporated (Collective Data), incorporated in the state of Iowa having a place of business at 230 2nd St. SE Ste. 414, Cedar Rapids, IA 52401.

#### **1. Definitions**

- 1.1     “Application Server” means the portion of the Software Product that contains the database used in the Software Product.
- 1.2     “Client Application” means the portion of the Software Product that contains the interface used by the User to interact with the Application Server. The Client Application may be an add-on to an existing third party software product (e.g. a browser plug-in), a stand-alone software product, or an existing third party software with access credentials provided by Collective Data. (e.g. a password protected website accessible by a browser).
- 1.3     “Company” means the company, entity or individual identified in the License Agreement for the Software Product.
- 1.4     “Company Modification” means all modification of the Software Program initiated, developed and implemented by the Company or Company’s agents using editors, API tools or development tools, whether provided by Collective Data or a third party.
- 1.5     “License Agreement” means the agreement between Collective Data and Company regarding use of the Software Products by Company.
- 1.6     “License Fee” means the amount of money to be paid or paid by Company for the License Agreement, as defined in the License Agreement.
- 1.7     “License Period” means the time period listed in Exhibit A of the License Agreement.
- 1.8     “Professional Services” means services other than Support related to Company’s computing infrastructure and may include consulting, creating specifications, network engineering, systems integration, hardware installation, special studies, installation evaluations, ongoing support for Company Modifications and other services requested by Company that are not covered by the Support Agreement.
- 1.9     “Software Product” means both the Application Server and Client Application and includes the computer software and associated media, printed materials, and “on-line” or electronic documentation, including without limitation any and all executable files, modules, add-ons, tutorials, and help files, and excludes all files containing source code.
- 1.10    “Statement of Work” or SOW means a listing of Professional Services to be provided by Collective Data and shall include a written estimate of the tasks, deliverables, acceptance of deliverables, schedule for performance and cost for providing the requested Professional Services.
- 1.11    “Support” means services provided to Company under any Support Agreement.
- 1.12    “Supported Product” means the current version of the Software Product for which the Company has a Support Agreement with Collective Data.
- 1.13    “Support Agreement” means any agreement between Collective Data and Company related to ongoing support and maintenance to be provided by Collective Data.
- 1.14    “Support Agreement Fee” means an amount to be paid or paid by Company for the Support Agreement, as defined in any Support Agreement.

#### **2. Services Provided by Collective Data**

## EXHIBIT C

2.1 Provided that Company is current on all License Fees and Support Agreement Fees due to Collective Data, Collective Data agrees to provide Professional Services as set forth in one or more SOWs mutually agreed by Collective Data and Company.

2.2 Upon agreement by Collective Data, each SOW shall become part of and be subject to the terms and conditions of this Professional Services Agreement.

2.3 Collective Data shall provide Professional Services via telephone, email, chat room, and remote diagnosis and access tools during regular business hours (8:00 am - 5:00 pm Central Time) Monday through Friday except holidays. Collective Data staff may provide Professional Services outside of regular business hours at its discretion or as otherwise agreed to by the Company. Company may request that Collective Data provide Professional Services in-person and shall be responsible for reimbursement of Collective Data's staff's reasonable travel expenses.

2.4 Company shall grant Collective Data physical access to Company's premises and computing infrastructure at such times as may be reasonably need for the adequate delivery of the Professional Services.

2.5 Collective Data may use remote diagnosis and access tools to deliver Professional Services. To receive such Professional Services, Company shall authorize Collective Data's use of remote diagnosis tools and access to Company's computers and networks.

2.6 Collective Data shall assign a Project Manager to be responsible for and the point for the Company.

2.7 If there is any conflict of terms between this Professional Services Agreement and any SOW, then the Professional Services Agreement shall control.

2.8 Company shall furnish Collective Data, at Company's expense, all technical data and information as may be determined by Collective Data to be necessary to furnish the Professional Services in all SOWs.

2.9 Collective Data shall use reasonable efforts to perform the Professional Services, but Collective Data will not be responsible for any delays resulting from circumstances beyond its control.

2.10 Ownership Title to and ownership of all materials and information first developed or created by Collective Data during the provision of Professional Services to Company and all proprietary rights therein shall at all times remain with Collective Data.

3. **Term.** This Professional Services Agreement shall commence effective on the date of execution of the first SOW by Collective Data and shall remain in force until the latest of:

3.1 Termination by either party on thirty (30) days notice; or

3.2 The end of the License Period.

Completion of Professional Services from any particular SOW or the absence of additional SOWs for Professional Services shall not terminate this Professional Services Agreement, it being the intent of the parties to keep this Professional Services Agreement in effect in the event of future orders for Services unless terminated according to this paragraph.

### 4. **Charges**

4.1 The Company agrees to pay for all Professional Services delivered by Collective Data, including reasonable travel, subsistence and lodging in accordance with Collective Data's established rates and minimums in effect when the Services are rendered. Additionally, the Company agrees to reimburse Collective Data for any special or unusual expenses incurred at the Company's specific request.

4.2 Unless prepayment is made or otherwise agreed, Company will be invoiced monthly for Professional Services rendered in the previous month. All invoices are due and payable within 30 days. Invoices not paid when due will have a 1.5 percent per month interest charge or the highest lawful rate, whichever is less, assessed against

## EXHIBIT C

the unpaid balance from the date of the invoice until the date of payment. Company shall pay all costs involved in collecting its overdue accounts including reasonable attorneys' fees.

4.3 All charges and rates are exclusive of all sales, use and like taxes. Such taxes are the responsibility of the Company and will be billed to the Company as a separate line item on each invoice.

### 5. Change Orders

5.1 In the event that either party desires to change the scope of the Professional Services for any reason which is not within the scope of the SOW, such party (referred to for convenience as the "requesting party") shall submit to the other party (referred to for convenience as the "receiving party") a request for a change to the scope of the Professional Services (a "Change Order"). Each Change Order shall set forth in reasonable detail the nature of the change in the Services being requested, the recommended increase or decrease in personnel or other resources, if any, and any impact of the Change Order will have on the SOW schedule, once the Change Order is implemented. The receiving party will use commercially reasonable efforts to review and respond to the Change Order within ten (10) business days after receipt of the Change Order. The receiving party may approve, propose modifications to or disapprove of the requested Change Order. Neither party shall unreasonably disapprove a Change Order presented by the other. If the receiving party disapproves of the requested Change Order, the receiving party shall provide to the requesting party in writing, within the ten (10) day response period, the reasons for denying the requested Change Order. In the event the parties fail to agree on a specific Change Order, Collective Data shall continue to provide the Professional Services at the service level provided that the SOW is met. Collective Data shall have the right to allocate its resources to the extent necessary to achieve such mutually agreed to service levels.

5.2 A stop work notice or a request for suspension of Professional Services made by the Company shall be considered a change order under this paragraph. Any resumption of Professional Services shall require a mutual review and written acceptance of the applicable SOW and any changes or amendments thereto.

### 6. Change Control and Supervision

6.1 All changes to SOWs or Change Orders must be documented in writing and signed by the requesting party. The assigned Project Manager will analyze these requests and generate an initial assessment as to the impact on the cost and/or schedule within five business days.

6.2 Changes that do not affect the cost and/or schedule of the Professional Services will be handled within the Work Order. The Project Manager may take three actions: authorize the proposed change, deny the proposed change; or request additional information.

6.3 Changes that affect cost and/or schedule of the Professional Services will be reported to the Company, with the applicable pricing and schedule impact of the requested change to the SOW.

6.4 While present on the Company's premises and performing Services under this Professional Services Agreement, Collective Data and its employees and contractors shall conform to Company's published policies and procedures and shall abide by Company's directions which are consistent with the SOW.

6.5 It is the express intention of the parties that Collective Data and/or its employees or contractors is an independent contractor and not an employee, agent or partner of Company. Nothing in this Professional Services Agreement shall be interpreted as creating the relationship of employer and employee between the Collective Data employees or contractors and Company.

6.6 Should a Collective Data employee or contractor be unable to perform the scheduled Services under this Professional Services Agreement because the illness, resignation or other causes beyond Collective Data's control, Collective Data will attempt to replace such employee or contractor within a reasonable time.

### 7. Proprietary Information

7.1 In order to perform the Professional Services under this Agreement, one party ("the Disclosing Party") may, from time to time, disclose to the other party ("the Receiving Party") certain information respecting the

## EXHIBIT C

Disclosing Party's technical, financial, statistical and personnel data, (hereinafter "Information"). Any such Information, which is submitted in writing to Receiving Party by the Disclosing Party and which is clearly and conspicuously marked as proprietary or confidential, shall be protected by Receiving Party against unauthorized disclosure by using the same degree of care of discretion that Receiving Party uses with similar Information which Receiving Party does not want disclosed to third parties. Receiving Party further agrees to use Information only for the purpose of carrying out its obligations under the Professional Services Agreement. However, Receiving Party shall not be required to protect Information which (i) is or becomes publicly available, (ii) is already in Receiving Party's or its related companies' possession, (iii) is independently developed by Receiving Party or its related companies outside the scope of this Professional Services Agreement, or (iv) is rightfully obtained from third parties. Receiving Party's obligations under this paragraph shall cease immediately upon return to Disclosing Party of such Information. Information shall remain the sole property of the Disclosing Party

7.2 Receiving Party shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Professional Services Agreement, other than to maintain the Information as confidential.

### 8. Employees

8.1 The parties recognize that Collective Data's employees or contractors provided under this Professional Services Agreement may perform similar services to the Services from time to time for third parties. Accordingly, this Professional Services Agreement shall not prevent Collective Data from performing such similar services or restrict Collective Data's use of the same employees or contractors provided under this Professional Services Agreement.

8.2 Company and Collective Data acknowledge and agree that Collective Data's employees provided under this Professional Services Agreement are highly important to the success of Collective Data in fulfilling the intent of this Professional Services Agreement. Accordingly, Company agrees that they will not, either directly or indirectly, solicit, divert or hire, or attempt to solicit, divert or hire any Collective Data employees engaged in providing the Services under this Professional Services Agreement at any time during the term of this Professional Services Agreement and for a period of twelve (12) months after termination of the Professional Services Agreement. The paragraph may be waived only in written by Collective Data.

9. **Termination** Collective Data shall have the right to terminate this Professional Services Agreement upon the occurrence of any of the following events (a) Company fails to perform or observe any of its obligations to Collective Data under this Professional Services Agreement, including, without limitation, the timely payment of any sums due Collective Data, (b) Company admits in writing its inability to pay its debts generally as they become due, or executes an assignment or similar document for the benefit of creditors, (c) subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Company, (d) there is an assignment of this Professional Services Agreement without the prior written consent of Collective Data; and (e) such event(s) is not remedied or cured to the reasonable satisfaction of Collective Data within thirty (30) days after Collective Data has sent written notice to Company. Termination shall not be Collective Data's exclusive remedy and no such termination shall adversely affect any claim, right or action which Collective Data may have for damages or otherwise against Company regarding any failure of Company to perform or observe its obligations to Collective Data.

10. **Remaining Terms** Terms of the License Agreement that do not contradict terms in this Professional Services Agreement are incorporated by reference into this Agreement.

## EXHIBIT C

Collective Data

Company:

By:

By:

Name:

Name:

Position:

Position:

Date:

Date: