



## Attachment C

### 2024-25 GLOBAL POSITIONING SYSTEM/AUTOMATIC VEHICLE LOCATOR (GPS/AVL) AGREEMENT

Depot No. \_\_\_\_\_ Vendor \_\_\_\_\_

Vehicle E#

I, \_\_\_\_\_, Registered Vendor, as referred to in the Snow and Ice Control Agreement with MassDOT, in consideration of payment for snow and ice removal services may, at MassDOT's discretion, be issued a GPS/AVL-enabled hardware device (hereafter referenced as "GPS Equipment"), and agree to the terms and conditions set forth below:

1. At MassDOT's discretion, any Vendor may be required to install GPS Equipment in any contracted vehicle.
2. Vendor shall, at all times while performing snow and ice removal operations for MassDOT, carry the GPS Equipment in the specific vehicle (Equipment No.) to which that GPS Equipment has been assigned. Said equipment shall be turned on (as necessary) so as never to lose power while the Vendor is on compensated duty with MassDOT.
3. The Vendor hereby acknowledges his understanding that failure to follow these terms and conditions for issued GPS Equipment may result in the vendor being released from duty, and/or the forfeiture of incremental compensation - namely closed loop compensation. Forfeiture of payment will only apply to vehicles engaging in unauthorized activities or failing to comply with GPS procedures. Forfeiture of payment will only apply to the specific vehicle(s) that is/are in violation of the agreement, and only for the deployment during which the violation(s) occurred. However, Vendors who fail to comply with GPS requirements may be released from the rotation, removed from service, and will be ineligible for End-of-Season Performance Program payment(s). This does not apply to GPS Equipment failures, authorized stand-by time, time acquiring materials or allowed and necessary breaks. All GPS Equipment failures must be reported by the Vendor to a MassDOT Supervisor immediately.
4. Vendor shall be responsible for proper utilization of GPS Equipment. The Vendor agrees to accept, operate, maintain and return the GPS Equipment in accordance with the above terms and conditions. Each vehicle assigned GPS Equipment by MassDOT must be listed on an Attachment C, which a Vendor has signed. The same GPS Equipment needs to be carried within the same Vehicle Equipment No. recorded at the top of this form for the duration of the Snow and Ice season, regardless of the operator of the vehicle. Any termination of the business relationship, by MassDOT or the Vendor, shall require return of the GPS Equipment in working condition within ten (10) business days. A Vendor's failure to do so may lead to additional financial obligations and/or legal action.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor's State Vendor Code

\_\_\_\_\_  
Address