

**FIRST AMENDMENT TO AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT
FOR FLEET MANAGEMENT TECHNOLOGIES WITH RELATED SOFTWARE
SOLUTIONS**

This First Amendment to Agreement to use the Local Government Contract for Fleet Management Technologies with Related Software Solutions (“First Amendment”) is made and entered into as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation, (hereinafter referred to as “City”), and Fleet Solutions, LLC, doing business as USA Fleet Solutions, a Nevada limited-liability company (hereinafter referred to as “Provider”).

RECITALS

WHEREAS, on October 10, 2022, the City and Provider entered into the Agreement to use the Local Government Contract for Fleet Management Technologies with Related Software Solutions (the “Original Agreement”), attached hereto as “**Exhibit A**” (collectively, the Original Agreement and the First Amendment may be referred to as the “Agreement”);

WHEREAS, the parties wish to amend the compensation of the Original Agreement from Two Hundred Eighty-Six Thousand, Eight Hundred Fifty Dollars and 00/100 (\$286,850.00) to Four Hundred Forty-Three Thousand, Two-Hundred Twenty-One Dollars and 11/100 (\$443,221.11) to include the additional services as set forth in “**Exhibit B**” attached hereto (the “Additional Services”).

NOW THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to amend the Original Agreement as follows:

AGREEMENT

1. Section Two of the Original Agreement is amended as follows:

“The term of this Agreement shall commence on the Effective Date and will continue in effect for three (3) years (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the Services according to the prices and fees described in **Exhibit A** (The “Original Contract”) and **Exhibit B** (“Additional Services”). The total not-to-exceed amount of this Agreement, if all renewal options are exercised by the City, is Four Hundred Forty-Three Thousand,, Two-Hundred Twenty-One Dollars and 11/100 (\$443,221.11) as indicated in Schedule A below:

Schedule A	
Fiscal Year:	Amount:
FY22/23	\$ 61,250.00
FY23/24	\$ 63,800.00
FY24/25	\$ 101,926.60
FY25/26 1 st Renewal	\$ 105,972.93
FY26/27 2 nd Renewal	\$ 111,271.58
TOTAL:	\$ 443,221.11

2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Fleet Solutions, LLC, doing business as USA
Fleet Solutions.,
a Nevada limited-liability company

By _____
Pamela Goynes-Brown, Mayor

By: Laurie L. Yarbrough
Name: LAURIE YARBROUGH
Title: PRESIDENT

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR FLEET MANAGEMENT TECHNOLOGIES WITH RELATED SOFTWARE SOLUTIONS

This Agreement to use the Local Government Contract for Fleet Management Technologies with Related Software Solutions (“Agreement”) is made and entered into as of 10/10/2022 15:30:07 PDT (the “Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and Fleet Solutions, LLC, doing business as USA Fleet Solutions, a Nevada limited-liability company (“Provider”).

RECITALS

WHEREAS, the City desires to obtain services from Provider under the terms and conditions set forth in that certain #020221-GEO for Fleet Management Technologies with Related Software Solutions entered into between Sourcewell and Geotab Inc. effective April 8, 2021, with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Provider is an authorized reseller Geotab Inc. as described in the Confirmation of Reseller Status Letter (“Authorized Reseller Letter”), a copy of which is attached hereto as Exhibit B;

WHEREAS, NRS 332.195 (1)(c) permits the City to enter into a contract pursuant to a solicitation by a cooperative purchasing organization with the authorization of the contracting Provider;

WHEREAS, Provider can provide the services that the City seeks at the rates set forth under the Provider’s Price List “(Price List)”, a copy of which is attached hereto as Exhibit C; and

WHEREAS, the City desires to purchase services as provided in the Provider’s Quote (“Quote”), dated August 4, 2022, a copy of which is attached hereto as Exhibit D; and

WHEREAS, the City and the Provider intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

SECTION ONE AFFIRMATION OF ORIGINAL CONTRACT

1.1. The City and the Provider agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms

of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Provider hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

1.3. Wherever the term "Sourcewell" appear in the Original Contract, the parties deem such terms to mean the "City" or "City of North Las Vegas."

SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the Effective Date and will continue in effect for three (3) years ("Term"), unless earlier terminated in accordance with the terms herein. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year periods upon written notice to the Provider. The City shall purchase the services according to the prices and fees described in Exhibit A (The "Original Contract") in an amount not to exceed Fifty-Six Thousand, Four Hundred Dollars and 00/100 (\$56,400.00) per fiscal year. The prices in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.2. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas
Attention: Accounts Payable
2250 Las Vegas Blvd. North, Suite 710
North Las Vegas, NV 89030

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or

upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
Attention: Brittany Contardi
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1463

To Provider: Fleet Solutions, LLC
d/b/a USA Fleet Solutions
Attention: David Crumbley
169 Cadillac Place
Reno, NV 89509
Phone: 775-525-2381

2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Provider agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,000,000 policy limits per occurrence.

2.6. The Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Provider shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.8.4. Attorney's Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 2.8.4. shall survive the completion of this Agreement until the applicable statutes of limitation expire.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

2.8.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify,

hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.


2.8.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

2.8.10. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.


[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

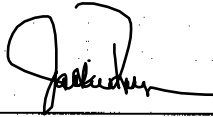
City of North Las Vegas,
a Nevada municipal corporation

By: 
John J. Lee, Mayor

Fleet Solutions, LLC,
d/b/a USA Fleet Solutions,
a Nevada limited-liability company

By: 
Title: PRESIDENT
Name: LAURIE YARBROUGH

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

**AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR
FLEET MANAGEMENT TECHNOLOGIES WITH RELATED SOFTWARE
SOLUTIONS**

This Agreement to use the Local Government Contract for Fleet Management Technologies with Related Software Solutions ("Agreement") is made and entered into as of 8/24/22 (the "Effective date") by the City of North Las Vegas, a Nevada municipal corporation ("City") and Fleet Solutions, LLC, doing business as USA Fleet Solutions, a Nevada limited-liability company ("Provider").

RECITALS

WHEREAS, the City desires to obtain services from Provider under the terms and conditions set forth in that certain #020221-GEO for Fleet Management Technologies with Related Software Solutions entered into between Sourcewell and Geotab Inc. effective April 8, 2021, with its attendant contract documents, attachments, and exhibits (collectively, the "Original Contract"), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Provider is an authorized reseller Geotab Inc. as described in the Confirmation of Reseller Status Letter ("Authorized Reseller Letter"), a copy of which is attached hereto as Exhibit B;

WHEREAS, NRS 332.195 (1)(c) permits the City to enter into a contract pursuant to a solicitation by a cooperative purchasing organization with the authorization of the contracting Provider;

WHEREAS, Provider can provide the services that the City seeks at the rates set forth under the Provider's Price List "(Price List)", a copy of which is attached hereto as Exhibit C; and

WHEREAS, the City desires to purchase services as provided in the Provider's Quote ("Quote"), dated August 4, 2022, a copy of which is attached hereto as Exhibit D; and

WHEREAS, the City and the Provider intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

**SECTION ONE
AFFIRMATION OF ORIGINAL CONTRACT**

1.1. The City and the Provider agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms

EXHIBIT A

Sourcewell Contract Number #020221-GEO

Please see attached page(s).



Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Geotab Inc., 2440 Winston Park Dr., Oakville, Ontario L6H 7V2 Canada (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor will extend to the Participating Entity the warranty set forth in Vendor's End User Agreement, subject to the related limitations, exclusions, and disclaimers set forth therein. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned no more than 60 days after delivery at no cost to Sourcewell or its Participating Entities. Subject to the above limit, Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source. Notwithstanding the foregoing, Vendor has the right to accept or reject orders from Participating Entities at its sole discretion.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in the attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. Title of Products transfers to the Participating Entity upon receipt by Vendor of full payment.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current End User Agreement. To the extent that the End User Agreement conflicts with the Contract, the Contract will govern. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order of any non-custom Products, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following receipt of written notice to cure.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's End User Agreement, subject to the limitations, exclusions, and disclaimers set forth therein.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing

representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor’s Trademarks from the form provided by Vendor and must comply with Vendor’s removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell’s Trademarks from the form provided by Sourcewell and must comply with Sourcewell’s removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s Trademarks only in good faith and in a dignified manner consistent with such party’s use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

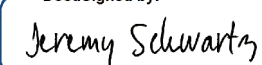
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

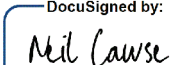
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

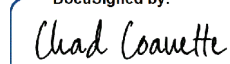
Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/24/2021 | 2:14 PM CDT

Geotab Inc.

DocuSigned by:

By: 4DBD3A22BCFD499...
Neil Cawse
Title: CEO
Date: 4/8/2021 | 7:25 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/8/2021 | 9:26 AM CDT

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Geotab Inc.

Does your company conduct business under any other name? If yes, please state: Geotab

Address: 2440 Winston Park Drive
Oakville, ON L6H 7V2

Contact: Neil Garrett

Email: neilgarrett@geotab.com

Phone: 702-884-8289

HST#: 897646410

Submission Details

Created On: Tuesday December 22, 2020 09:42:31

Submitted On: Tuesday February 02, 2021 11:14:44

Submitted By: Shaista Khan

Email: shaistakhan@geotab.com

Transaction #: 70bc7496-1922-4a16-a63d-1641c96eeb8a

Submitter's IP Address: 99.229.252.139

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Geotab Inc.	*
2	Proposer Address:	2440 Winston Park Dr., Oakville, Ontario, L6H 7V2, Canada	*
3	Proposer website address:	https://www.geotab.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Neil Cawse CEO 2440 Winston Park Dr., Oakville, Ontario, L6H 7V2, Canada neilcawse@geotab.com +1 647 728 4530	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Neil Garrett Associate Vice President of Business Development, Government 2440 Winston Park Dr, Oakville, Ontario, L6H 7V2, Canada neilgarrett@geotab.com +1 (702) 884-8289	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Geotab Inc.: Geotab Inc. (Geotab) is a Canadian headquartered company that has created an end-to-end telematics and secure data platform that provides the fleet ecosystem with insights designed to support a fleet owner in making operational improvements, provide profit opportunities as well as socioeconomic benefits, and by enabling innovation built on data.</p> <p>Geotab counts many Fortune 500 companies and North America's largest public sector fleets among its growing roster of customers. Geotab continues to meet and exceed revenue goals year over year and has become the world's fastest growing telematics company by monthly additions globally.</p> <p>Geotab is a global leader in telematics, providing industry-best fleet management solutions to commercial and public sector fleets of all sizes. As the world's largest secure and open connected vehicle platform, Geotab has a unique focus on rich, high quality data, and applying the analytics necessary to transform this data into actionable intelligence to help our fleet customers minimize total cost of ownership and maximize operating efficiency, safety, and environmental sustainability.</p> <p>With more than 40,000 global customers, and as the largest provider of fleet management solutions to Fortune 100 fleets, Geotab connects more than 2.2 million vehicles, collecting and processing more than 40 billion uncompressed raw data points every day. This is the largest organically grown vehicle data set in the world. Geotab counts UPS, PepsiCo, Enterprise, Ryder, Madrid City Council, Ferrovial Servicios, Natural Resources Canada, the State of California, New York City, and Trans Adriatic Pipeline as part of its growing roster of 40,000 customers. Both public and private organizations rely on Geotab for critical business intelligence to improve overall business operations.</p> <p>Distribute globally, support locally: Geotab is connected and operating in over 130 countries across all regions of the world and growing. We currently have offices in the U.S., Canada, Mexico, Brazil, the U.K., Spain, Germany, France, Italy, Singapore and Australia. Our workforce of over 1,300 employees continues to grow as we enter new markets and expand our global presence to further support growing service providers and partners. We are regularly expanding our presence in response to business requirements, as well as part of our strategy to increase safety for drivers worldwide.</p> <p>Geotab's business philosophy is driven by its core values: Geotab takes great pride in its company culture. Geotab's culture is heavily reflected in the company's core values: Innovate Collaborate and strive for transparency Go above and beyond Do the right thing Embrace change Work hard. Play hard Develop for the future Keep it simple</p> <p>Geotab serves a diverse array of clients from various industries and regions. Geotab has extensive experience serving both small fleets of under 250 vehicles and large fleets of over 50,000 vehicles. Geotab solutions are flexible and fit to many industries.</p> <p>Core pillars: Six core pillars drive Geotab's ongoing innovation and success, which help businesses make impactful operational improvements and minimize operating costs: productivity, optimization, safety, sustainability, compliance and expandability.</p> <p>The product and services being provided in this RFP response to Sourcwell speak to the longevity of the company. Geotab has evolved from a track and trace company, to a data analytics company, while being a leader in EV support and leading a Marketplace of specific integrations that could meet the needs of all different types of clients. Geotab also strives to be a leader in both social responsibility and environmental sustainability, and values a holistic approach in running its operations.</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Geotab has nationwide government reach with over 400 Resellers that could support the implementation, administration, and on-going use of Geotab technology. All of Geotab partners will receive Geotab's preferred Sourcwell pricing.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Geotab is a large, growing, and profitable privately-held company. Geotab is financially stable without any private equity, venture capital, or external shareholders. Geotab continues to meet and exceed revenue goals year over year and has become the world's fastest growing telematics company by monthly additions globally.</p> <p>As a financially stable organization without any private equity, venture capital, or external shareholders, Geotab has been in business since 2000.</p> <p>Geotab's revenue for the past five years were:</p> <ul style="list-style-type: none"> - USD\$358M (drafted number for 2020), - USD\$322M (2019), - USD\$229M (2018), - USD\$160M (2017), - USD\$111M (2016), and USD\$77M (2015). <p>Geotab made the 2019 Growth 500 list with five-year revenue growth of 408%.</p> <p>As a private company, Geotab does not share its financial statements however, Geotab meets a D&B rating of BB2 and better with a low-moderate over business risk.</p>	*
10	What is your US market share for the solutions that you are proposing?	Geotab has approximately 12% market share in both the US and CDN.	*
11	What is your Canadian market share for the solutions that you are proposing?	Geotab has approximately 12% market share in both the US and CDN.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Geotab has never petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Geotab is a manufacturer and provides sales and services through a network of Authorized Geotab Resellers. Our Resellers are third parties that operate independently of Geotab, but under contract. Each is free to resell the Geotab solution unmodified or with varying degrees of customization. Many Geotab Resellers add significant value to the end product in their own right, for example by customizing the solution for particular industries. As such, the individuals directly responsible for providing the products and services to end users are employees of third parties: our Resellers. The exact division of labor varies from Reseller to Reseller as each has a different core competencies and a different capacity for adding value. However, in most cases, Resellers provide customer-facing sales personnel, installation, configuration and integration services as well as first and second tier technical support. In addition to designing, building and maintaining the underlying products and services, Geotab's employees provide support to Resellers in the areas of training, technical advice or solutions engineering (e.g. configuring complicated integrations), and tier 3 technical support as well as marketing support.</p>	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>List of Geotab's certifications:</p> <p>Security certifications:</p> <ul style="list-style-type: none"> - FIPS 140-2 certificate #3371 (certified in 2019) (https://csrc.nist.gov/Projects/cryptographic-module-validation-program/Certificate/3371) - FedRAMP PMO Authority To Operate (ATO) certification (certified in 2020) (https://marketplace.fedramp.gov/#!/product/geotab-telematics-platform-government-gtp-gov?sort=productName) <p>Industry:</p> <ul style="list-style-type: none"> - ISO27001 (certified in 2020) (https://storage.googleapis.com/geotab_wfm_production_cms_storage/CMS-GeneralFiles-production/NA/Certificates/Certificate.pdf) - Geotab's recycling partners are all R2 certified, which requires their organizations to be compliant with ISO14001. <p>Quality Assurance:</p> <ul style="list-style-type: none"> - Geotab's contract manufacturers and strategic suppliers are ISO 9001 certified. <p>On the GO device, we leverage the cellular module's Federal Communications Commission (FCC) and Industry Canada (IC) certifications i.e. if the cellular module is already FCC and IC certified, we simply display those numbers on our label as contained in our devices. Geotab performs our own PTCRB certification at a device level which tests for radiated spurious emissions as well as total radiated power and total isotropic sensitivity of our device, as well as carrier (AT&T, Rogers, etc.) related certifications which focus around interoperability and impact on network.</p> <p>A review of telematics technology certification and Geotab's compliance: FCC, IC, PTCRB, NOM, HERO (select SKUs)*, HERF, HERP, CE, Emark, RED, REACH, RoHS, WEEE, RCM.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Geotab has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Geotab has been recognized as a leader in telematics and as a great employer, and has received a number of awards and accolades including:</p> <ul style="list-style-type: none"> - Ranked #1 commercial telematics provider in the world by ABI Research (2019, 2020) (https://www.google.com/url?q=https://www.geotab.com/blog/telematics-vendor-ranking/&sa=D&ust=1612196873159000&usg=AOvVaw3FZLLH9Y_cvEKLy_2rdxC) - Recognized as one of Canada's Best Managed Companies (https://www.geotab.com/press-release/deloitte-best-managed-2020/) in 2020 for a third consecutive year - Deloitte's 2020 Canada's Enterprise Fast 15 (https://www.geotab.com/press-release/deloitte-fast-15/) - Deloitte's 2019 Technology Fast 500 (https://www.geotab.com/press-release/deloitte-fast-500-2019/) - Named as one of Canada's Top Growing Companies (https://www.geotab.com/press-release/top-growing/) - Ranked on the 2019 Growth 500 list (https://www.geotab.com/press-release/growth-500-2019/) 	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximate sales to the government is 10%.	*
18	What percentage of your sales are to the education sector in the past three years	Geotab operates through a robust network of over 400 Resellers, we are serving over 40,000 customers and over 2.2 million vehicle subscriptions. Our end customers' industries are not always disclosed to us. Therefore, we are unable to accurately answer this question.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Geotab currently holds the following purchasing contracts:</p> <ul style="list-style-type: none"> - State of California - \$2.6M - State of Missouri - \$2.8M - State of Connecticut - (new) <p>In addition, several of our Value Added Resellers hold state or cooperative purchasing contracts:</p> <ul style="list-style-type: none"> - State of Kentucky - \$3M - State of North Carolina - (Geotab Reseller) - \$5.1M - State of Oklahoma (Geotab Reseller) - \$468,000 (new last year) - NASPO (Geotab Reseller) 	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - \$5M (year two)	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Wyoming	Dale Spiess	307-777-7248	*
The Port Authority of NY & NJ	Andrew Varuzzo	201-216-2374	*
Town of Blacksberg	John O'Shea	540-443-1203	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GSA Fleet	Government	Washington - WA	Geotab telematics	Largest telematics contract in the industry. Over 217,000 will be installed over five years.	\$5M currently with massive growth over the next three years.	*
State of California	Government	California - CA	Geotab telematics	Sole source provided for state vehicles. Mandated on every state vehicle. Largest statewide mandate in the industry.	\$2.6M with massive growth over the next two years. The mandate (https://www.gov.ca.gov/2020/09/23/governor-newsom-announces-california-will-phase-out-gasoline-powered-cars-drastically-reduce-demand-for-fossil-fuel-in-californias-fight-against-climate-change/) was released in September 2020.	*
New York City	Government	New York - NY	Geotab telematics	Sole source provided for New York City. Largest city fleet in the country.	\$11M, with some of the largest agencies still to install.	*
Department of Homeland Security	Government	Washington - WA	Geotab telematics	5 year BPA with the Department of Homeland Security.	\$3M	*
State of North Carolina	Government	North Carolina - NC	Geotab telematics	Geotab device installed on all equipment types from Winter Ops to light and heavy duty.	\$5M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Through Geotab's network of Authorized Resellers, the company has a robust national sales force that is able to accommodate Sourcwell member needs regardless of their location. Geotab has an in-depth onboarding training program for Resellers in addition to weekly training sessions and many online resources.	*
24	Dealer network or other distribution methods.	Geotab has over 400 Resellers globally. A number of Geotab Resellers are extremely large organizations composed of fleet management companies, Fuel Card providers, school bus routing, software companies, and various other business and service providers who specialize in the fleet business.	*
25	Service force.	Geotab's network of Authorized Resellers provides sales and service across North America. Staffing decisions are made by individual Resellers.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>During the onboarding process, Geotab's Resellers assign an Implementation Specialist as well as a dedicated Project Manager, that will be providing the onboarding support. The Implementation Specialist will create a unique and customized training plan based on your business goals. They will assist in ensuring that it is equipped with the reporting and proper data that they need to meet their goals. This also includes ensuring proper maintenance reminders are configured. A complete MyGeotab Training Resources Guide (https://docs.google.com/document/d/1FKXNKS0LzTr2ce-7u50Z2nuru0DSsHMDf5wZeX2aklo/edit?ts=58c84b91#heading=h.eqekbfddv0z3) is available to all participating entities.</p> <p>In addition, in terms of self-service and on-boarding resources, the Geotab Community (https://community.geotab.com/s/?language=en_US) is a digital powerhouse for product education. It harnesses the knowledge of the entire Geotab ecosystem and our knowledge base to sustainably scale our support efforts. The platform allows members to solve their own or each other's challenges, while providing us invaluable customer access and turning users into Geotab advocates.</p> <p>For any remaining questions or troubleshooting steps, Geotab Product Support is available at all times (24/7-365) in English and Spanish. French language support is currently available from 7 a.m. to 11 p.m. EST, 7 days a week.</p> <p>For customer support, Resellers can submit support tickets via the MyAdmin e-procurement portal and an assigned ticket number will be provided. Customers can also: Contact Geotab directly via a custom landing page, assigning a ticket number that is responded to within one business hour.</p> <p>Customer Support SLAs: Contact via phone, 90% of all phone calls answered by a Geotab Support team member within 60 seconds of the caller entering the queue. Less than 5% of all phone calls will be abandoned. Contact via Live Chat has a targeted response time within 30 seconds meaning that 85% of all contact via Live Chat is answered within 30 seconds or less.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Geotab has been providing services to Sourcewell and its participating entities since 2017. We have a large network of resellers that provide our products and services to many participating entities across the United States and both Geotab and our resellers have a proven success record of the Sourcewell program. With this recompeting bid, Geotab not only plans on providing services to our current Sourcewell customers/ participating entities but also continuing to increase our overall footprint in the US over the lifetime of this new contract. Geotab as a company is very able and willing to continue to provide our products and services to Sourcewell participating entities in the US, not only through hardware and our software but also to meet any of their specific business and operational needs through the multitude of integration capabilities we can provide, that would provide them with increased benefits in their organizations.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Geotab has been providing services to Sourcewell and its participating entities since 2017. We have a large network of resellers that provide our products and services to many participating entities across Canada and both Geotab and our resellers have a proven success record of the Sourcewell program. With this recompeting bid, Geotab not only plans on providing services to our current Sourcewell customers/ participating entities but also continuing to increase our overall footprint in Canada over the lifetime of this new contract. Geotab as a company is very able and willing to continue to provide our products and services to Sourcewell participating entities in Canada, not only through hardware and our software but also to meet any of their specific business and operational needs through the multitude of integration capabilities we can provide, that would provide them with increased benefits in their organizations.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our Authorized Geotab Resellers have national coverage in the US and Canada and are ready to service all Sourcewell Member sectors/ participating entities across both regions.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Geotab is able and willing to service all participating entity sectors (government agencies, education, not-for-profit, and all others). Geotab currently services all of the above and will both continue to provide our products and services to these entities, as well as any and all new entities that purchase from the Sourcewell contract over the next contract term. Geotab has no other cooperative purchasing contracts at this time and is not limited in our ability to promote any contracts.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Promoting this contract opportunity involves engaging our target audiences: Authorized Geotab Resellers, Sourcewell Members, and potential members. In order to do so, Geotab will:</p> <ul style="list-style-type: none"> - Promote Sourcewell through our government webpage including Sourcewell contract logo and all relevant content, contacts and materials to understand the details of Geotab's Sourcewell offering. - Continually update brochure and/or information sheets for State and Local fleets, featuring products that address their needs, provides a general overview of the benefits of becoming an Sourcewell vendor, and Geotab's fleet management solution for business. - Participate in relevant government-focused tradeshow such as the Government Fleet Expo & Conference, to promote our contract with Sourcewell with current and potential members, and conduct meetings with interested parties. Geotab is ready and willing to participate in Sourcewell-endorsed tradeshow. - Build sales support materials and other marketing resources for Geotab Resellers such as: brochures, sales presentations, social media templates, blog guidelines, technical specifications, etc. and make them readily available on the Geotab Reseller website. - Please find attached Marketing Plan - RFP 020221 document to view a sample brochure for the Geotab Sourcewell Program provided as part of this RFP response. - The Geotab Reseller website (sales.geotab.com) is also a training ground for Resellers, offering webinars, How-To videos, sales and product training, and will include Sourcewell specific training and resources to understand the value of the Sourcewell contract, following Sourcewell's guidance. Geotab will continue to run Sourcewell focused webinars for its Resellers, which will be archived on the Reseller website. - Continue to leverage government-focused media and share Sourcewell related news. Share these contacts with Resellers to widen Geotab's network of Sourcewell members. - Advertise with approved Sourcewell publications to showcase Geotab's Sourcewell contract, and the value of Geotab and becoming a member of the Sourcewell. - Email marketing campaigns through Geotab and Sourcewell approved media publications to reach Sourcewell members, and potential members. Conduct A/B testing to understand open rates and regularly communicate updates with key contacts. - Conduct a campaign to educate Resellers on the Sourcewell with links to guides on how they can get involved. Communications would be distributed via emails, blog posts, and social media posts. Participation will be encouraged through regular follow-up emails and mentions at various touch points.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Cultivating audience engagement through social media channels is an essential piece of our marketing strategy. Geotab has a base of over 32,000 engaged followers on social media and approximately 55,000 email newsletter subscribers. We use digital marketing to regularly publish, share and promote Geotab news about software and firmware updates, product launches and new Marketplace Partners, tradeshow involvement, and industry trends, in addition to informative and educational content, and original thought leadership.</p> <p>Significant efforts and resources are focused on SEO activities to enhance our online presence. The Geotab blog (www.geotab.com/blog) is one of the ways we attract new leads, cultivate our relationship with existing customers and increase our visibility and brand authority. The impact of blog posts are strengthened by use of strategic keywords in on-page optimization (title tag, meta description, image file name, alt text, paragraph text and body content).</p> <p>We leverage analysis tools to measure campaign effectiveness through metrics such as search engine rankings, social engagement, views, shares, and link generation. Additionally, we track blog subscribers, website visitors, and leads generated through our blog posts at, white papers, case studies, tradeshow participation, and marketing efforts with trade media.</p> <p>Geotab also invests in a wide-ranging, targeted online advertising and Google AdWords campaigns. Adding custom URLs, we track visits to our websites, and follow their funnel to understand if PR efforts have increased Geotab's profile, or generated sales leads for our business. We track A/B testing to ensure our message is heard by our targets. Once a campaign has been running for some time, we reevaluate and potentially change strategy, or add more dollars to better target our audience, further generate shares and ensure we're receiving click-throughs to our content.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Geotab is ready to support the Sourcewell-awarded contract to the best of our abilities and comply with all the requirements.</p> <p>In our view, Sourcewell's role in promoting contracts arising out of this RFP is to share the news with your network of Sourcewell members. This could include: email campaigns to Sourcewell members announcing the wins, including the fleet's reasons for selecting Geotab; Geotab logo featured on the homepage of the Sourcewell website; press release announcing awarded contracts; customer features in Sourcewell newsletters; and opportunity to collaborate and showcase with Sourcewell at tradeshow.</p> <p>As mentioned above, our channel managers will have Sourcewell-specific training one-on-one with each of their Resellers that focus on state and local government sectors. They will also do account/business planning to layout a go-to market plan with each Reseller in the space to maximize sales. Those plans will be incorporated into a monthly account planning session with each Reseller principle or sales leader. We will also include Sourcewell opportunities in our CRM software, regularly monitoring funnel growth and opportunity closure by Reseller. Those results will be made public within our organization to make sure this program remains top of mind.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes. MyAdmin is the primary Reseller management tool for Geotab. Access is restricted to Authorized Geotab Resellers. All ordering, billing, support, shipping, account and device administration, as well as RMA's are processed in MyAdmin.</p> <ul style="list-style-type: none"> - MyAdmin is divided into nine key areas for the management of accounts: Home is the communication center for the latest notices and alerts. - Store is where Resellers enter new orders. - Orders organizes new orders, order history, device assignments, etc. - Devices is used to organize devices by customer, change rate plans, etc. - Support is used to open and update tickets, view forum posts, and look up VIN numbers. - Resources is the home of all documentation and training material. - RMAs are used for RMA requests and their history. - Marketplace is used for administration on paid marketplace solutions. - Admin is used to grant and revoke access to the users of the MyAdmin system. - An API to MyAdmin is also available to automate orders, billing and other functionality from an Intranet or special Sourcewell website. 	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Full product training, including any on-site training needs and support can be provided to Sourcewell members by Authorized Geotab Resellers. Optional additional training on products and solutions is offered online on our training reference page, along with scheduled weekly training sessions on products and solutions. Any applicable costs will be determined by the Sourcewell-approved Reseller.	*

37	Describe any technological advances that your proposed products or services offer.	<p>As fleet management continues to evolve, the biggest technological advances that our proposed solution offers is powerful data analytics and IoT data Insights.</p> <p>Sourcewell participating agencies can empower their organizations with rich data analysis from hundreds of thousands of vehicles across the globe.</p> <p>Geotab provides the following data suite to its customers so they can leverage the data they need to gain insights into their business.</p> <p>Geotab Ignition:</p> <p>Geotab Ignition is a public intelligence data visualization tool consisting of aggregated and anonymized datasets available free of cost. Geotab Ignition aims to help advance customer knowledge and research surrounding smart cities, autonomous vehicles, and intelligent transportation by providing seamless exploration of anonymous aggregate data driven from over 2.2 million connected commercial vehicles. You can take advantage of this easy-to-use platform by registering for a free account at ignition.geotab.com. Once registered and logged into the platform, you can create queries to access and visualize the available data, explore it, and even embed it on your own platforms.</p> <p>Data Science Package:</p> <p>Geotab's Data Science Package provides Geotab's larger customers with a turnkey platform that allows them to take action on their own massive volumes of data and leverage the powerful datasets available in data.geotab.com.</p> <p>With the Data Science Package, customers have access to both their own data, and the aggregate data in a ready-made data lake. Every day, Geotab pushes raw, curated, and aggregate data into their customers' very own Google BigQuery instance. This gives customers the ability to query all of their telematics data in seconds, and pull in data from other line-of-business systems directly into their own data lake, and analyze the data for useful insights. Whether it is sales transactions, open data, store locations, routing data, or more, this ecosystem gives customers the tools they need to be successful:</p> <ul style="list-style-type: none"> - Query across thousands of vehicles and years of data in seconds - Easily connect lines of business applications and industry-leading BI tools - Sample queries and python notebooks in GitHub to get started - Updated via daily batch into personalized BigQuery projects <p>Geotab's Data and Analytics team consists of over 60 professionals working with 40 billion daily data points coming from over 2.2 million devices. The team is composed of specialists in data engineering, artificial intelligence, UX, and software engineering. The department includes teams dedicated to: data engineering, data solutions, internal analytics, professional services, privacy and data governance, and education and agile services. They work to deliver data insight to fleet customers, adjacent markets in intelligent transportation systems, and support Resellers and Geotab's internal operations. Geotab aggregate data has also been used in initiatives such as the Commercial Vehicle Recovery Dashboard (https://www.geotab.com/press-release/covid-19-recovery-dashboard/) - a tool that compares current commercial transportation and trade activity against pre-COVID numbers to track COVID-19 recovery.</p>
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38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Geotab takes a comprehensive approach to environmental responsibility. We invest our efforts into preserving the earth's natural resources through constant innovation and the efficient use of materials in our daily productions. Our advanced telematics technology and solutions make it possible for businesses to minimize their environmental footprint, by helping them reduce fuel consumption, lower CO2 emissions, optimize routing, reduce idling and aggressive driving, and maintain optimal vehicle engine performance. Please view Geotab's Environmental Code of Conduct (https://www.geotab.com/environmental-code-conduct/) to read about internal sustainability initiatives and Geotab's Commitment to sustainable fleet management.</p> <p>Some of our green initiatives we are a part of: Electric vehicle advocate: Geotab's offices are equipped with EV charging stations to promote the use of eco-friendly vehicles. Furthermore, Geotab has rolled out an EV Incentive Program to subsidize the cost of EVs for our employees.</p> <p>Recycling program: Geotab is committed to producing as little waste as possible. This means using recyclable/compostable promotional products, recycling all the electronic components used in our daily production, and reusing any packing materials delivered to our offices.</p> <p>Geotab also gives new life to GO devices when they are no longer needed, keeping waste out of landfills. Geotab sends old GO device shells to Valu Shred, an industry leader in electronic recycling and media shredding. The device shells are shredded and the usable materials are turned into new items such as road signs. Materials that cannot be reused are disposed of in a responsible manner. Geotab does not use any mercury or lead in our hardware, making disposal less harmful to the environment.</p> <p>Geotab is actively working on improving our green initiative as a continuous task, for instance by increasing the amount of recyclable materials in our product packaging and shipping cartons. Further information on Geotab's concerns around sustainability can be found on Geotab's Corporate Social Responsibility (https://www.geotab.com/about/corporate-social-responsibility/) page.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Geotab does not have such ratings in place today however, we are actively working on our Sustainability Value Framework where we are looking at incorporating third-party environmental assessments.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Some of our Resellers are certified minority businesses and small businesses. This can serve as an extra benefit to some Sourcewell members when considering the adoption of the contract.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Geotab GO device data security: Geotab implements suitable measures to prevent any data from being read, copied, altered or deleted by unauthorized parties during the transmission or transport of any data to and from the Geotab GO device. If a third-party device is attached to the GO device, it is possible that sensitive data may be sent to Geotab's servers</p> <p>For more information please visit: Technical and Organizational Data Security Measures Statement (TOMS) (https://docs.google.com/document/d/1b8F7XB86Z0h8xyD4GF3wH3vzwtzdzMhKb-SmhYkz8IGs/edit#).</p> <p>Geotab Public Works: The Geotab Public Works solution is designed to help government fleets optimize performance and manage vehicles such as salt spreaders, snowplows, street sweepers, and waste management vehicles. It helps ensure all infrastructure is serviced adequately while controlling costs, tracking material usage and more The solution is built to support key government business drivers including material management, compliance, accountability, and liability. With Geotab Public Works, participating entities will be able to not only automate time-consuming workflows but also optimize performance and manage operating costs.</p> <p>Geotab provides public works departments with improved fleet management capabilities, fleets can utilize the solution to more accurately measure material usage, such as salt, allowing government fleet managers to feel more confident that community roads are not</p>	*

over- or underserved. With Geotab Public Works, government fleets will have tools to better control costs while reducing the impact that excessive material usage can have on the environment. Plowing and salting roads and highways is a critical service delivered by local governments and municipalities. Optimizing your winter maintenance operations maximizes mobility of the traveling public while minimizing collisions due to winter traveling conditions. With real-time reporting on salt usage and winter maintenance activity, roads can be plowed and de-iced as soon as possible. For more information, please view Geotab's Public Works (<https://www.geotab.com/public-works/>) solution.

Predictive maintenance:

Predictive maintenance (<https://www.geotab.com/fleet-management-solutions/fleet-maintenance/>) is a tool that uses vehicle data to determine when that vehicle will next need repairs. Fleets can save time and money by preemptively addressing the maintenance concerns, as well as save on the costs of unexpected downtime. An example is electrical system ratings for fleets to assess battery health. This machine learning system can predict battery failure before it happens by recognizing signs in the vehicle's voltage patterns, which allows fleet managers to make proactive decisions about their fleet.

Introducing the Geotab OEM Data Platform:

Geotab has numerous partnerships with OEMs (<https://www.geotab.com/connected-vehicles/oem-partners/>) that enable us to integrate vehicle data and stay on the cutting edge of telematics. Geotab has integrations with Ford, GM, Volvo, Mack, Mercedes-Benz Connectivity Services, John Deere, International Trucks, SA vehicles, Caterpillar, Vermeer, and many other partnerships and projects in progress. Geotab values the relationships that have been built with our OEM partners, and invests resources to establish ourselves as a strategic business partner as the connected vehicle market grows and evolves. Participating entities will be able to leverage and benefit from our existing OEM integrations, and experience - firsthand - why Geotab has been able to cultivate such strong partnerships with premiere OEMs.

Geotab has always believed in an open platform approach to enable customers get more value out of our products. In continuation of the same objective, we have developed the OEM Data Platform. This solution leverages the emerging trend of OEMs adding an embedded telematics device into vehicles. Geotab's OEM platform provides the capability to integrate telematics data from the manufacturer and make it available on MyGeotab.

The Geotab OEM Data Platform (<https://www.geotab.com/partners/platform-partners/>) leverages the building blocks available to all our integration partners. The functionality is available for partners to send telematics data from their devices via Geotab APIs defined in the SDK.

The OEM platform goes a step further by developing the integration capability internally. This not only standardizes the user experience but relieves the partner from spending effort to build and maintain the integration software. The platform is hosted by Geotab within a secured, highly available production environment which undergoes regular maintenance release cycles. This ensures that a high quality and reliable service is available to our users, so they can focus on what matters most to them — managing safe, productive and efficient fleet operations.

Benefits of using an OEM Data Platform:

- Cost advantage — No device hardware or installation costs
- Ease of use — Use the same MyGeotab portal and UI for tracking. Use the existing database to view devices from several pre-integrated OEMs alongside GO devices
- Faster time to market — No delays related to device shipment or installation
- Access to additional data — OEM and sensor data is sent directly by the embedded OEM device such as tire pressure

Electric vehicles:

Fleet adoption of electric vehicles (EVs) is on the rise globally. With government targets to cut carbon emissions, the continued push to reduce fleet costs, and the increasing choice and affordability of EVs, we believe that this trend will only continue. In response, Geotab acquired FleetCarma in 2018, a proven leader in the EV industry with more than a decade of experience collecting and analyzing EV data. Geotab now provides solutions powered by the world's largest EV performance dataset to aid fleets in the adoption and operation of EVs.

Although electric fleet management and traditional fleet management have many similarities, there are a number of distinct differences. Unlike conventional vehicles, EVs do not follow mandatory telematics data standards, making data access a challenge. Working directly with manufacturers, Geotab has developed unique capabilities to access critical EV data and now supports the largest set of EV makes and models.

Geotab provides a platform to monitor and optimize a fleet's EVs and conventional vehicles together. The platform contains critical EV reporting capabilities, such as measuring energy efficiency to enhance the range of an EV, and monitoring real-time charging activity to increase a fleet's productivity.

Please visit MyGeotab EV Support (<https://www.geotab.com/fleet-management-solutions/electric->)

vehicles/) for more information on EV fleet management.

Geotab's EV Charge Assurance:

As more and more entities move to an all-electric vehicle fleet, it is important to build efficiencies within this growing product. Effective charging can boost fleet productivity and prevent costly charging delays. Geotab's free EV Charge Assurance Add-In (<https://marketplace.geotab.com/solutions/ev-charge-assurance/>) provides a comprehensive overview of the charging status of a fleet's electric vehicles (EVs). Using this comprehensive dashboard, fleet managers can easily monitor the charging status of specific vehicle groups in their charging zones and pre-plan which EVs to utilize and dispatch. Fleet managers can also set up custom notifications and display warnings for any EV that encounters charging issues. Thus, allowing fleet managers to take preventative steps for quick corrective action. All in all, Geotab's EV Charge Assurance Add-In, is a great tool for fleets that are looking to confidently dispatch EV's and prevent costly charging delays.

Electric Vehicle Suitability Assessment (EVSA):

Specifically designed to help enable fleets transition to electric efficiently, Geotab introduced the EVSA, a free tool in the Geotab Marketplace (<https://marketplace.geotab.com/solutions/ev-suitability-assessment/>). The EVSA helps fleet managers determine electric vehicle suitability by analyzing their existing telematics data and creating an electrification recommendation based on each vehicle's distinctive driving patterns.

Geotab's EVSA solution identifies which electric vehicles meet range requirements, make the most financial sense and will ultimately help make electrification as seamless as possible for fleets. Based on telematics data, fleets are provided with a report which provides lifetime cost and financial analysis, range assurance with best fit analysis, and an environmental impact analysis that calculates fuel and CO2 emissions reductions.

Please visit EV Suitability Assessment (EVSA) (<https://www.geotab.com/fleet-management-solutions/evsa/>) for more information on accessing the free assessment.

Car share: Keyless:

Geotab Keyless is a technology platform that is revolutionizing remote vehicle management in numerous markets such as government and commercial motor pools, corporate car sharing, consumer car sharing, and traditional car rental services. Geotab Keyless leverages the IOX-KEYLESS, a hardware expansion device which enables vehicle command/control functionality for the GO device.

As the trend for car sharing schemes continues to grow, Geotab's IOX-Keyless solution makes accessing mobility easier by providing cyber-secured digitized keyfobs that can unlock, lock, and locate cars via smartphone apps on iOS and Android. The device uses a Bluetooth connection and pre-authorized NFC tags/stickers to pair the user's phone with the vehicle's GO device. The pre-authorized NFC tags allow customers to perform the given functions in locations where there is weak Bluetooth connection, for example, in underground parking garages.

By leveraging the best-in-class telematics technology customers are able to use IOX-Keyless to:

- Control costs with regards to productivity, maintenance, and fuel consumption
- Reduce overhead costs related to replacing lost keys and staff to manage keys
- Maximize utilization by identifying which vehicles are being underutilized
- Accurately locate vehicles using a built in curve logging algorithm (<https://www.geotab.com/blog/gps-logging-curve-algorithm/>)
- Allowing quick and easy access to vehicles regardless of staff availability
- Manage vehicles remotely by unlocking vehicles for drivers who are locked out after-hours or locking vehicles after use

IOX-Keyless is a scalable, yet secure, solution that is compatible with all makes and models of vehicles that have an existing keyfob and GO9 device. The solution allows multiple users to have access to the vehicle at the same time. However, in order to reduce loss from theft, only authorized users can lock/unlock the vehicle during their scheduled time period and vehicles cannot be started from a remote location. Additionally, each IOX is unique and can only be used by the vehicle with which the key is paired.

Available exclusively on the ProPlus + Keyless rate plan, the Geotab Keyless solution is ideal for fleets in public carshare, motorpool, rental and leasing, job site, shift management, vehicle dealerships and more.

Data Science Package:

Geotab's Data Science Package (<https://data.geotab.com/data-science>) provides Geotab's larger customers with a turnkey platform that allows them to take action on their own massive volumes of data and leverage the powerful datasets available in data.geotab.com.

With the Data Science Package, customers have access to both their own data, and the aggregate data in a ready-made data lake. Every day, Geotab pushes raw, curated, and

		<p>aggregate data into their customers' very own Google BigQuery instance. This gives customers the ability to query all of their telematics data in seconds, and pull in data from other line-of-business systems directly into their own data lake, and analyse the data for useful insights. Whether it is sales transactions, open data, store locations, routing data, or more, this ecosystem gives customers the tools they need to be successful.</p> <ul style="list-style-type: none">- Query across thousands of vehicles and years of data in seconds- Easily connect lines of business applications and industry-leading BI tools- Sample queries and python notebooks in GitHub to get started- Updated via daily batch into personalized BigQuery projects <p>Cameras: The Geotab Marketplace is an expandable ecosystem of solutions and offers a great variety of choices for camera and Advanced driver assurance systems (ADAS) solutions (https://marketplace.geotab.com/all-solutions/?partnerSolutionCategories=cameras-adas) with comparison abilities between different product offerings. Participating entities can choose from different camera solutions that are all integrated with MyGeotab, enabling them to manage all their fleet data in one place.</p>
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes. Geotab's warranty covers all products and parts manufactured by Geotab. Warranties on labor vary by reseller. Please find attached Geotab End User Agreement - RFP 020221 for further details on what the warranty covers. Agreement also available online (https://my.geotab.com/eula.html).	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Geotab's warranty does not impose any further restrictions or limitations outside the Geotab End User Agreement. Please find attached Geotab End User Agreement - RFP 020221 for further details on what the warranty covers. Agreement also available online (https://my.geotab.com/eula.html).	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Geotab does not conduct warranty repairs, rather replaces the faulty unit with another working unit [for Geotab Product] or provides credit [for third-party products] depending on the conditions and exclusions found in the Geotab End User Agreement. Please find attached Geotab End User Agreement - RFP 020221. Agreement also available online (https://my.geotab.com/eula.html). Geotab's Resellers perform installations and may charge expenses for travel mileage and labor for their technicians.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our Resellers have national coverage to ensure Sourcewell members across all regions are supported. In addition, Geotab has an advance replacement program, in North America, for all approved in-warranty RMA cases: - Sourcewell participating entities can use the RMA# as Purchase Order to waive shipping and device costs and; - Geotab provides a prepaid return shipping label with each replacement order from the U.S., and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Based on product warranty cover, the conditions and exclusions found in the Geotab End User Agreement. Please find attached Geotab End User Agreement - RFP 020221. Agreement also available online (https://my.geotab.com/eula.html). Geotab will provide warranty support for third-party products but will not authorize any replacement device. Rather, Geotab will process credit back to the Reseller /customer. Credit approval is based on Geotab validating the failure [rejecting tampering]. For more information, please refer to page 66 and page 67 in the MyAdmin User, Policy and Procedures Guide (https://docs.google.com/document/d/1xTkKx-zdd91E8w5pC2pbzCjc-dw1ZvIRWEMdjiyojYl/edit#).	*
47	What are your proposed exchange and return programs and policies?	Geotab offers the following for hardware returns: 1. For all in-warranty cases of Geotab manufactured products, Geotab will provide an advanced replacement unit using an approved RMA number. 2. For Sales Returns and third-party devices, Geotab will provide credit based on an approved RMA number. For more information, please refer to page 66 and page 67 in the MyAdmin User, Policy and Procedures Guide (https://docs.google.com/document/d/1xTkKx-zdd91E8w5pC2pbzCjc-dw1ZvIRWEMdjiyojYl/edit?ts=5cadf377#heading=h.6shlwn871ie).	*
48	Describe any service contract options for the items included in your proposal.	Geotab offers two service contract options for the Geotab hardware: 1. Free replacements of Geotab products for 12 months or; 2. Limited Lifetime Warranty for GO devices on the ProPlus plan (conditions apply). For more details, please refer to pages 13, 14, and 58-67 in the MyAdmin User, Policy and Procedures Guide (https://docs.google.com/document/d/1xTkKx-zdd91E8w5pC2pbzCjc-dw1ZvIRWEMdjiyojYl/edit?ts=5cadf377#heading=h.6shlwn871ie).	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Geotab's payment terms are net 30.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Geotab does not offer leasing or financing rates. Geotab has listened to our clients and plans to launch a new Sourcewell fully-bundled product offering that includes a GO device, light or heavy-duty harness, Pro-Plus rate plan, and installation, all in one monthly price. This OPEX-only model allows government agencies to quickly and efficiently adopt telematics without capital expenditure. Please note: Billing starts at the earlier of 30 days from shipment or upon install. \$100 Early Termination Fee if terminated within 12 months.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Resellers will take primary responsibility for the commercial relationship. Accordingly, the Resellers will take orders from the participating entity and pass them to Geotab who will ship orders either to the Reseller or directly to the participating entity, as requested. As a condition of accessing special Sourcewell-member pricing, Geotab Resellers will be required to report quarterly Sourcewell sales to Geotab who in turn will aggregate the sales figures and report to Sourcewell. Geotab is able to provide this reporting using the Contract Template or a similar reporting template.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	While Geotab does not accept these procurement and payment processes, some Authorized Geotab Resellers may offer this service.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see all pricing with Sourcwell discounts in the Pricing Document Feb 2021 - RFP 020221 provided as part of this RFP response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please see all pricing with Sourcwell discounts in the Pricing Document Feb 2021 - RFP 020221 provided as part of this RFP response.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Geotab has submitted extremely competitive pricing that accounts for the large majority of the Sourcwell member pool. However, our Resellers may choose to offer further discounts on their price for large or strategically important opportunities.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The Geotab Marketplace, a complement to the MyGeotab platform, provides customers with an extensive ecosystem of valuable business-focused solutions. Featuring smart, cost-effective mobile apps, software Add-Ins and hardware Add-Ons fleets can further extend their Geotab solution to increase productivity and safety, boost their fleet optimization and stay compliant with evolving fleet management and driver safety standards. There are a number of free solutions available on the Geotab Marketplace. Pricing for paid solutions can be requested from our partners.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All pricing is inclusive except for freight.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Geotab's shipping pricing model is consistent with our bundle pricing for Sourcwell. We have made it easy for our prospective clients. Geotab will charge a rate of only \$15.30US or \$20.93CDN per shipment. For example, the price is consistent regardless of if a client orders 100 devices or 1 device. This is the same for any product we are offering on our Sourcwell contract.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to these locations within the US and Canada, including outlying territories, are included in Geotab's standard shipping rates and services. Delivery to remote locations may require additional time. Charges for shipping outside the US and Canada will be determined at the time of ordering.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Geotab will institute a parent/child structure with our customers. All products and pricing will be managed at the parent level and will flow down to the child level. In addition, we conduct monthly audits against the parent to ensure products and pricing are compliant.</p> <p>In regards to administrative fees, we will implement a similar process to our GSA Schedule contract where we run monthly reports and document sales made under the children ERPs. We will also add this contract to our internal audit schedule which will be performed by our compliance department.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Geotab proposes 2% of sales under the Sourcewell contract as an administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Hardware:</p> <ul style="list-style-type: none"> - Size of the device: Unlike competitor devices, the GO device is small and fits in your hand. It takes up minimal space in the vehicle, and is small enough to be installed discreetly and can even be hidden in the interior of the vehicle dashboard. - Easy to install: The GO device can be self-installed in about 15 minutes, on average, and the capability of installation on any vehicle using custom harnesses. - Patented curve algorithm: The GO hardware device uses intelligent and patented logging algorithms to identify when to record speed, position, and other engine diagnostics. This is critical to ensuring that all data elements are collected. The device is constantly monitoring various inputs, including rich GPS data, intra-second accelerometer readings, and engine diagnostic inputs/outputs. The device monitors the data and determines the appropriate values to transfer and store. This patented curved based algorithm is applied to all Geotab data and distinguishes the solution from other vendor solutions on the market, resulting in the industry's most granular and actionable datasets. - Leading-edge technology: Geotab is an engineering-focused organization with a - singular product - the GO device. Geotab invests its efforts and skills into making its product and services the best in the market. Geotab focuses its efforts on what we are good at, and engages our robust telematics ecosystem (Geotab Marketplace) to provide additional services, Add-Ons, and third party devices to enhance our customers' telematics solution. With Geotab's open platform, integration with most every third-party product or service is possible, and we are constantly adding partners to our Geotab Marketplace. - Fail rate: The Geotab GO9 device's current fail rate is 0.5%, which is significantly lower than the industry rate of 7 - 10%. <p>Software:</p> <ul style="list-style-type: none"> - Active Tracking function: Geotab provides next level GPS vehicle tracking and actionable insights that are particularly useful in applications where the precise location of a vehicle for dispatch purposes is essential. This feature is ideally suited for first responders or any dispatcher wishing to closely monitor vehicle activity. Active Tracking (https://www.geotab.com/blog/active-tracking-first-responders/) is like viewing the vehicle from a traffic helicopter - able to watch live as the vehicle slows down for traffic, accelerates, stops at the side of the road, or speeds down a winding road. - Customized reports: In addition to the 40+ standard reports available in MyGeotab, users also have the ability to easily create customized reports that can be saved and automated for future reporting needs. Reports can be automated to be regularly generated and sent to stakeholders both inside and external to the organization.

- Map capabilities: MyGeotab's map capabilities allow users to look at a year's worth of trip history, unlike other telematics providers that typically only hold up to three months worth of data.
 - Robust rules engine: MyGeotab's rules engine allows for new rules to be added today, but applied to historical data. Geotab's unique rules engine capability can be established to detect fuel fraud, dangerous driver behavior, fleet productivity, and more.
 - Collision reconstruction information: Geotab's GO9 can hold up to 80,000 logs in offline mode, and its Collision Data Memory records over 100 minutes of second-by-second data (6,000 logs). The last 72 records (1.2 minutes) are instantly sent on accelerometer-triggered collision-level events.
 - Industry-Leading Security: Protect your data with Geotab's end-to-end platform security. Security measures include: authentication, encryption, message integrity verification, individualized devices with unique ID, non-static security keys, digitally-signed firmware, and independent third-party validation.
 - Third Party Integration: MyGeotab is device-agnostic and works with third-party telematics devices. Customers can leverage MyGeotab's advanced notification, reporting and dashboards, without having to overhaul your existing telematics device implementation.
 - Geotab Marketplace: The Geotab Marketplace (<https://marketplace.geotab.com/>) is a vast ecosystem of both externally and internally built, vetted, and Geotab approved software and hardware solutions. The Geotab Marketplace is the ultimate online solutions center for fleet management. From in-vehicle cameras and Bluetooth asset tracking, to apps for managing maintenance and fuel tracking, you can find a wide range of solutions for your business, all integrated with Geotab's open telematics platform. With the help and guidance of our knowledgeable Marketplace team, you can decide the best products for your business needs. However, not every solution meets a customer's requirements. To make things easier, Geotab implemented interactive search and comparison abilities to provide the information you need to make the right choice. With over 70 Partners and 200 solutions, it is the ultimate online solutions center for fleet management. Geotab's Marketplace integrates the best-in-class partners with Geotab's platform.
- The Marketplace offers five different types of solutions:
- 1) MyGeotab Add-Ins
 - 2) Hardware Add-Ons
 - 3) Mobile Apps
 - 4) Integrated Software Solutions
 - 5) Custom Reports
- Marketplace partners offer solutions related to:
- 1) Asset and trailer tracking
 - 2) Cameras & adas
 - 3) Connected sensors
 - 4) Driver management training
 - 5) ELD, DVIR, & IFTA
 - 6) Fleet management
 - 7) Fuel management
 - 8) Maintenance & diagnostics
 - 9) Mobile forms
 - 10) Routing and dispatching
- Open Platform: Geotab's open software development kit allows for integration of vehicle and location information into customers' operations or with third-party applications. Geotab's open platform makes it unique in the industry. Geotab data is completely open and easily integrated with other business systems for added value. Leverage APIs and create custom integrations with Geotab's free Software Development Kit (SDK) (<https://geotab.github.io/sdk/>), and expand the capabilities of the device even further with powerful Add-Ons for Driver Feedback and more.
- Geotab's Full Product Offering:
- GO Device. Please find attached GO9 Support Document - RFP 020221. The support document is also available online (<https://www.geotab.com/documentation/go9-support-document/>)
 - Light Duty (<https://www.geotab.com/documentation/hrn-gs16k2/>) and Heavy Duty Harness (<https://www.geotab.com/documentation/hrn-gr09k1/>)
 - GO RUGGED. Please find attached GO7 RUGGED Support Document - RFP

		<p>020221. The support document is also available online (https://docs.google.com/document/d/1YJyNMFeBpD4Ept1PGY7QBqAVE-E7VysrD3DTjUhlo/edit#)</p> <ul style="list-style-type: none"> - Ford Embedded Solution (https://www.geotab.com/press-release/ford-integrated-telematics/) - GM Embedded Solution (https://www.geotab.com/press-release/integrated-solution-for-general-motors/) - Driver Identification (https://www.geotab.com/documentation/iox-nfcreader/) - GO Talk (https://www.geotab.com/documentation/iox-gotalk/) - Public Works. Please find attached Geotab Public Works Solution Brochure - RFP 020221. The brochure is also available online (https://storage.googleapis.com/geotab_wfm_production_cms_storage/CMS-GeneralFiles-production/Government_Smart_City/Public_Works/geotab-public-works-solution-brochure-2020(english)(web)%20[PUB].pdf) - Camera Solutions (https://marketplace.geotab.com/solution-categories/cameras-adas/) - Geotab Keyless for Car Share vehicles (https://www.geotab.com/press-release/keyless/) - Electric Vehicle Support (https://www.geotab.com/fleet-management-solutions/electric-vehicles/) - Solar Powered Asset Tracker (https://marketplace.geotab.com/solutions/solar-trailer-tracker/) 	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fleet Management, Fleet tracking, Telematics, Electric vehicle support, Public works, GPS tracking, Vehicle maintenance support.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>MyGeotab (https://www.geotab.com/fleet-management-software/) is a web-based software and mobile application that harvests rich vehicle data, and provides full insight into the health and performance of all your vehicles. MyGeotab is a fleet management software that allows fleet operators and drivers to have powerful visibility into their vehicles, including service interval alerts, automated odometer mileage for business vs. privacy reports, and vehicle fault diagnostics to immediately alert when something breaks in the vehicles. MyGeotab takes the complexity out of collecting data and transforms it into useful information that businesses can act on. By reviewing and analyzing the captured data through Geotab's user-friendly dashboards, companies can avoid costly vehicle downtime, improve employee safety and productivity, and increase revenue.</p> <p>MyGeotab offers the following key software features: Advanced Reporting, Alerts, Driver behavior management, Maintenance reminders, Robust engine data reporting, GPS vehicle tracking, Zone Coverage, Route optimization, Engine health and maintenance, Group hierarchy, Custom mapping, Geofencing, Telemetry feedback, Scalability, and Track of speed readings.</p>	*

67	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Geotab's GO9 device is a plug and play solution that can be moved from vehicle to vehicle. Once a device is no longer needed, it can simply be plugged into another vehicle without any hard wiring. The device will continue to function as expected. Geotab's easy to install device simply connects directly into the vehicle diagnostic port. This connection gathers the required engine data from the vehicle without the need for additional connectivity, and the Geotab Drive application for phones and tablets allows users to view vehicle data. If a Bluetooth connection is required, it is possible via an IOX-USB hardware cable. Please find attached GO9 Support Document - RFP 020221. The support document is also available online (https://www.geotab.com/documentation/go9-support-document/).</p> <p>The GO RUGGED is Geotab's ruggedized telematics device for harsh conditions or external installation. Track valuable assets, increase uptime, and reduce fuel and maintenance costs. Advanced GPS technology, g-force monitoring, and engine and battery health assessment. IP67 rated for protection against dust and water. Please find attached GO7 RUGGED Document - RFP 020221. The support document is also available online (https://docs.google.com/document/d/1YJyNMFeBpD4Ept1PGY7QBqAVE-E7VysrD3DTjUhlo/edit#).</p>	*
68	Fleet related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>MyGeotab is a web-based, fleet management software (https://www.geotab.com/fleet-management-software/) that displays all vehicle and driver information together in one place. Fleets can use it to make quicker, informed decisions for their business or organization. For further details please refer to the next sections and the Product Guide (https://docs.google.com/document/d/14GNbMq_ZKSUpkmSdJ8ws-DyO4P_HmTYOlu3k52f7KKY/edit#heading=h.2m3lq1tf5pe1) available online.</p>	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Geotab: Leader in telematics: The MyGeotab solution is a global leader in telematics, providing open platform fleet management solutions to businesses of all sizes. The MyGeotab solution is unique in the industry for its rich, high quality actionable data sets, helping commercial businesses and Government agencies of all sizes manage safer and more efficient fleets. On the device side, Geotab has intellectual property to optimize data transfer rates over the cellular network. As opposed to collecting data on a scheduled basis better known as "ping rates", the Geotab GO telematics device uses intelligent and patented logging algorithms to identify when to record speed, position, and other engine diagnostics. This is critical to ensuring that all data elements are collected in a manner that allows for downstream analytics. The device is constantly monitoring various inputs, including: second-by-second GPS data, intra-second accelerometer readings, proprietary engine diagnostic, and auxiliary inputs/outputs. The device monitors the data and determines the appropriate values to transfer and store. This patented curved-based algorithm is applied to all Geotab data and distinguishes the solution from every other vendor solution on the market, resulting in the industry's most granular and actionable datasets.</p> <p>Asset tracking: Geotab offers an asset tracking solution via a third party partner FLEX (https://marketplace.geotab.com/solutions/solar-trailer-tracker/). With its rugged construction, long battery life, and highly efficient solar cell, this tracker is designed to endure the real world abuse most large trailers experience. Fleets can use the collected data to stay on top of maintenance and avoid unexpected malfunctions; pinpoint exactly how trailers are being used to maximize their productivity, and provide customers with updates on the status of their goods.</p> <p>Geofencing solutions: MyGeotab refers to "geo-fences" as zones. A zone is a virtual perimeter or boundary around a real-world area of interest. You can use zones to denote locations and landmarks such as offices, customers, workplaces, airports, gas stations, entire states, people's homes, etc. When combined with rules and reporting, zones become a critical component for analysing the behaviour of your fleet. The resulting exceptions which are generated from zone-based rules provide deep insight into time spent and distance traveled in and out of any MyGeotab zone. Alerts can be configured to send automatically once an exception has been broken.</p>	*
70	Motor pool and fleet sharing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Geotab Keyless (https://www.geotab.com/keyless/) is a solution offering secured vehicle access for pooled and shared fleets, even when vehicles are parked out of cellular coverage. Geotab Keyless is built on top of Geotab's scalable and flexible telematics platform and provides the tools you need to optimize fleet performance at every level.</p> <ul style="list-style-type: none"> - Fully digitized keys that lock and unlock vehicles over the IOX-Keyless' Bluetooth connection or the cellular connection of GO devices - Compatible with all vehicle types that have a keyfob - Secured access to vehicles even when parked out of cellular coverage areas using the driver's cell phone or an NFC tag - Prevent unauthorized vehicle ignition events via starter inhibit functionality 	*

71	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Geotab Marketplace is an expandable ecosystem of solutions and offers a great variety of choices for camera and Advanced driver-assistance systems (ADAS) solutions (https://marketplace.geotab.com/all-solutions/?partnerSolutionCategories=cameras-adas) with comparison abilities between different product offerings. Participating entities can choose from different camera solutions that are all integrated with MyGeotab, enabling them to manage all their fleet data in one place.
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Table 15: Industry Specific Questions

Line Item	Question	Response *
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Geotab utilizes Salesforce to forecast opportunities, and move them through the process of ordering. We use the reporting from Salesforce and Google Big Query to quantify which resellers are placing orders, and which industries are growing from a subscription perspective. These metrics are reported internally and shared with our sales and leadership teams. Geotab will follow the same method of tracking metrics to measure the success of the Sourcewell program over the life of the contract.
73	Describe your approach to data privacy in regard to your proposed solution(s).	Geotab has strategically defined what steps are taken to ensure on-going confidentiality, integrity, availability, and resilience of systems and services processing personal data. As a data processor, Geotab implements and maintains technical and organizational measures designed to keep customer data secure and private. Individual customer data is processed according to the customer's instructions and chosen settings that enable the proper functioning of the solution and its ongoing improvement. Geotab has carefully controlled and audited access to personal data in a customers' database in the event that the customer needs support on their data for safety or troubleshooting. Geotab ensures that adequate steps are taken to guard against unauthorized access to customers' data. Geotab models our information security and privacy policies after industry best practices including ISO-27001 and NIST 800-53 SP.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Neil Cawse, CEO, Geotab Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	<input checked="" type="checkbox"/>	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	<input checked="" type="checkbox"/>	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	<input checked="" type="checkbox"/>	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	<input checked="" type="checkbox"/>	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1



RFP #020221
REQUEST FOR PROPOSALS
for
Fleet Management Technologies with Related Software Solutions

Proposal Due Date: February 2, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	December 10, 2020
Pre-proposal Conference:	January 8, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	January 26, 2021, 4:30 p.m., Central Time
Proposal Due Date:	February 2, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	February 2, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Fleet Management Technologies with Related Software Solutions, including, but not to be limited to:

- a. Fleet management information systems;
- b. Fleet technology related hardware solutions;

- c. Fleet related software solutions;
- d. Telematics, fleet monitoring, asset tracking, and geofencing solutions;
- e. Motor pool and fleet sharing solutions; and,
- f. Integrated video solutions.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. RFP #062916 Automotive and Truck Replacement Parts and Tires with Related Equipment, Accessories, and Services
- b. RFP #060618 Fleet Management Services
- c. RFP #013020 Vehicle Lifts, with Garage and Fleet Maintenance Equipment
- d. RFP #080620 Fleet Payment Solutions with Related Services
- e. RFP #092920 Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services
- f. RFP #101520 OEM Automotive Parts and Supplies
- g. RFP #110520 Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



12/11/2020

Addendum No. 1

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this RFP include a functional or technical matrix? Are there any other documents in addition to the Sourcewell contract template and the RFP?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 12/11/2020, is required at the time of proposal submittal.



12/14/2020

Addendum No. 2

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a way to download all the questions for this response so I can work on my answers offline?

Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 12/14/2020, is required at the time of proposal submittal.



12/22/2020

Addendum No. 3

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are currently awarded Sourcewell vendors expected to respond any differently than those not already an awarded vendor?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. It is left to the discretion of each proposer to determine the information necessary to satisfy all requirements included in the RFP and the Sourcewell Procurement Portal questionnaire tables. Each proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.



1/5/2021

Addendum No. 4

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In reference to RFP Section III. B. - Administrative Fees, should shipping and freight costs be included within the proposed administrative fee calculation? When would a flat fee be considered an acceptable alternative? If a flat fee is offered would this be negotiated at the time of award or does this need to be requested for approval during the question and answer period? Is the proposed administrative fee considered in any way during the evaluation process?

Answer 1:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Sourcewell will review the vendor's proposed administrative fee at the time of circulating award and non-award determinations, and will communicate either an acceptance of, or a counter-proposal to, the proposed administrative fee at that time. Proposals are evaluated based on the scoring criteria as stated in the RFP.

Question 2:

Can additional descriptions of the types of requested equipment, products, or services be provided that would be applicable for each of the categories as described in RFP Section II. B. 1.? The information would help with formulating a pricing proposal.

Answer 2:

Refer to Addendum 1, Question and Answer 1 posted on the Sourcewell Procurement Portal on December 11, 2020. It is left to the discretion of each proposer to articulate

and propose the pricing approach that aligns with their product offerings, business methods, and satisfies the requirements of RFP Section III - Pricing.

Question 3:

Will Sourcewell allow shipping/freight costs to be added to the invoice at the time of sale as itemized charges?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to offer a participating entity a higher discount than the discount submitted with our proposal on a "case-by-case" basis?

Answer 4:

Refer to RFP Section III. A. 2. – which requires that all proposed pricing must be: “The Proposer’s ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price.”

Question 5:

What is the average turn-around time for the approval of Product and Pricing Change Requests as described in Section 4 of the Sourcewell contract template?

If a participating entity is purchasing a solution that may include a new product, one which has not yet been approved or added to the contract; are we allowed to include this item on either a quote or an order under this contract as long as we clearly list the item as an "OPEN MARKET" item?

Answer 5:

The Product and Pricing Change Request processing time will vary significantly depending on the extent of the requested change and the thoroughness of the request submitted to Sourcewell. Refer to Section 6. C. – Specialized Service Requirements of the Sourcewell contract template regarding non-contract items.

Question 6:

Should a customer want to utilize this contract, do they only need to meet the eligibility requirements to be a participating entity (e.g., a school, mass transit, police department,

city department, etc.) or do they need to go through a separate membership process? If so, is more information available on the membership process?

Answer 6:

In order to utilize a Sourcewell awarded contract, a qualifying entity must complete Sourcewell's online registration process and receive an account number in advance of the transaction. Participation with Sourcewell is at no cost and no obligation to the participating entity. More information on the registration process is available at:

<https://www.sourcewell-mn.gov/register>

Question 7:

Does a proposer need to offer solutions for all the categories listed in the Requested Equipment, Products, or Services or be able to provide coverage to every geographic region to be considered for award?

Answer 7:

A proposer is not required to offer all possible items or services within the Requested Equipment, Products, or Services of the solicitation, or cover every geographic region, to be considered for award. However, the RFP is a competitive process and proposals will be evaluated based on the criteria as stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/5/2021, is required at the time of proposal submittal.



1/13/2021

Addendum No. 5

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers, and the Clarification Statement, to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can references submitted be kept confidential?

Answer 1:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

Question 2:

Is Table 2, Question 14, asking for certifications and licenses around our products and services OR around being able to do business in certain states or provinces?

Answer 2:

Refer to Section 19 of the Sourcewell contract template regarding legal, regulatory, and licensure requirements.

Question 3:

Can weblinks pasted into the Sourcewell response section of a question be clicked on and opened by the Sourcewell evaluation team, or should these links be provided in a Word or PDF document?

Answer 3:

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

Question 4:

The RFP states: "Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal)..." Identify where the Sourcewell Evaluator Scoring Guide is located in the Portal?

Answer 4:

All general resource materials that are not specific to a particular RFP are found on the homepage of the Sourcewell Procurement Portal within the "Resource Materials" section.

Navigate to: <https://proportal.sourcewell-mn.gov/> and the "Bids Homepage."

Clarification Statement:

The Sourcewell addendum dated 12/22/2020, with the file name "Addendum 3_Fleet_Mgmt_Tech_RFP_020221", currently reads "Addendum No. 1" in the document heading. This was the third addendum issued and the heading of the document should read as "Addendum No. 3."

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/13/2021, is required at the time of proposal submittal.



1/18/2021

Addendum No. 6

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

May a parent company submit a proposal that includes its subsidiary companies as part of its proposed solutions? If this approach is acceptable what, if any guidelines should be followed to facilitate that objective?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/18/2021, is required at the time of proposal submittal.



1/19/2021

Addendum No. 7

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How many contract awards will be issued for this RFP and what will be the effective dates/contract term?

Answer 1:

Each Sourcewell solicitation results in one, or more, new contract award(s) that are separate and distinct from any previous solicitation. Refer to RFP Section VI. A. – Evaluation, “It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s)...The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities.”

Refer to the Sourcewell contract template Section 1. A. – Effective Date, “This Contract is effective upon the date of the final signature below.”

Refer to RFP Section II. D. – Anticipated Contract Term, “Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.”

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/19/2021, is required at the time of proposal submittal.



1/20/2021

Addendum No. 8

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

I have noticed a few government agencies both in the US and Canada referencing this specific RFP. Can we get a list of all agencies looking to leverage this contract?

Answer 1:

Refer to RFP Section I. B., ...“Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.” The number of Sourcewell participating entities is not static. Sourcewell maintains a link to a member list on the “Sourcewell for Vendors” page of the Sourcewell website, with a separate worksheet for both the US and Canada (<https://www.sourcewell-mn.gov/sourcewell-for-suppliers/agency-locator>).

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/20/2021, is required at the time of proposal submittal.



1/25/2021

Addendum No. 9

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell consider an extension to the proposal due date?

Answer 1:

An extension to the proposal due date is not anticipated at this time.

Question 2:

In reference to Table 4: References/Testimonials, Line Item 21. – This question asks for "three customers who are eligible to be Sourcewell participating entities" what is required of the "participating entities" as opposed to the Top 5 listed customers requested in Table 5: Top Five Government or Education Customers?

Answer 2:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

Question 3:

Is there a way for vendors to address potential fee or cost increases because of future market variables?

Answer 3:

Refer to Sourcewell contract template Section 4 - Product and Pricing Change Requests, for guidance on requesting pricing modifications during the term of an awarded contract.

Question 4:

Will any separate lease terms be superseded by the language in the contract between Sourcewell and the vendor, specifically Section 22 of the Sourcewell contract template - Cancellation? Would a separate lease addendum or other terms between the entity and the finance company be cancellable under Section 22 or does the language only apply to the contract between Sourcewell and the vendor?

If the Sourcewell/Vendor contract supersedes the separate lease contract as discussed above, can we request review of this in Table 16, Exceptions to Terms, Conditions, or Specifications Form?

Answer 4:

Refer to Sourcewell contract template Section 6. A. – Orders and Payment. “All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.”

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the contract template terms, conditions, or specifications, a proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/25/2021, is required at the time of proposal submittal.



1/26/2021

Addendum No. 10

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Explain the terms of the administrative fee. With other purchasing agreements, it is charged based on the contract value of the first order for the first contract year. Is this how Sourcewell charges for the administrative fee?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees and Sourcewell contract template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry.

Question 2:

If a contract holder has a marketplace for third party providers to directly market their products and services to contract holder's customers, can the contract holder use the Sourcewell contract to allow Sourcewell customers to purchase products and services from that marketplace? If so, are those transactions directly between the marketplace partner and the Sourcewell customer? Must the marketplace partner comply with the Sourcewell terms, and does the Sourcewell contract holder take responsibility for the marketplace partner's products and services?

Answer 2:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, "Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the

network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

Question 3:

For end-user agreements with Sourcewell Participating Entities outside of the State of Minnesota, is it a requirement that the Minnesota Data Practices Act apply or can the vendor's standard commercial terms for data-related issues be used (i.e. data use, data protection)?

Answer 3:

Sourcewell is a government entity based in Minnesota and therefore must follow the Minnesota Government Data Practices Act. Awarded vendors are also subject to the Act, where applicable, as more fully set forth in Minnesota Statutes Chapter 13. For additional clarification, Proposers should seek guidance from their own legal counsel.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/26/2021, is required at the time of proposal submittal.

EXHIBIT B

Authorized Reseller Letter

Please see attached page(s).

Geotab Inc.
2440 Winston Park Drive
Oakville, Ontario
L6H 7V2, Canada

Date: Aug 4, 2022

Re: Confirmation of reseller status of Fleet Solutions LLC (d.b.a USA Fleet Solutions)

Geotab Inc. operates a worldwide reseller program to bring leading GPS based fleet management solutions (telematics) to market and provide customer support.

This letter will serve to confirm that as of the above date Fleet Solutions LLC (d.b.a USA Fleet Solutions) is an authorized reseller of Geotab Inc. products and services. The appointment of Fleet Solutions LLC (d.b.a USA Fleet Solutions) as a Geotab reseller is made on a non-exclusive basis and is valid throughout the world, *excluding* China, North Korea, Myanmar, Burundi, Central African Republic, Democratic Republic of Congo, Libya, Somalia, Zimbabwe, Eritrea, Nicaragua, Russia, Crimea Region of the Ukraine, Cuba, Mali, Venezuela, Iran, Iraq, Lebanon, Sudan, South Sudan, Darfur, Syria, Yemen, Gaza Strip, West Bank and Western Balkans.

Geotab Inc.

DocuSigned by:

4DBD3A22BCFD499...

Neil Cawse
CEO



Geotab Inc.
2440 Winston Park Drive
Oakville, Ontario
L6H 7V2, Canada



EXHIBIT C

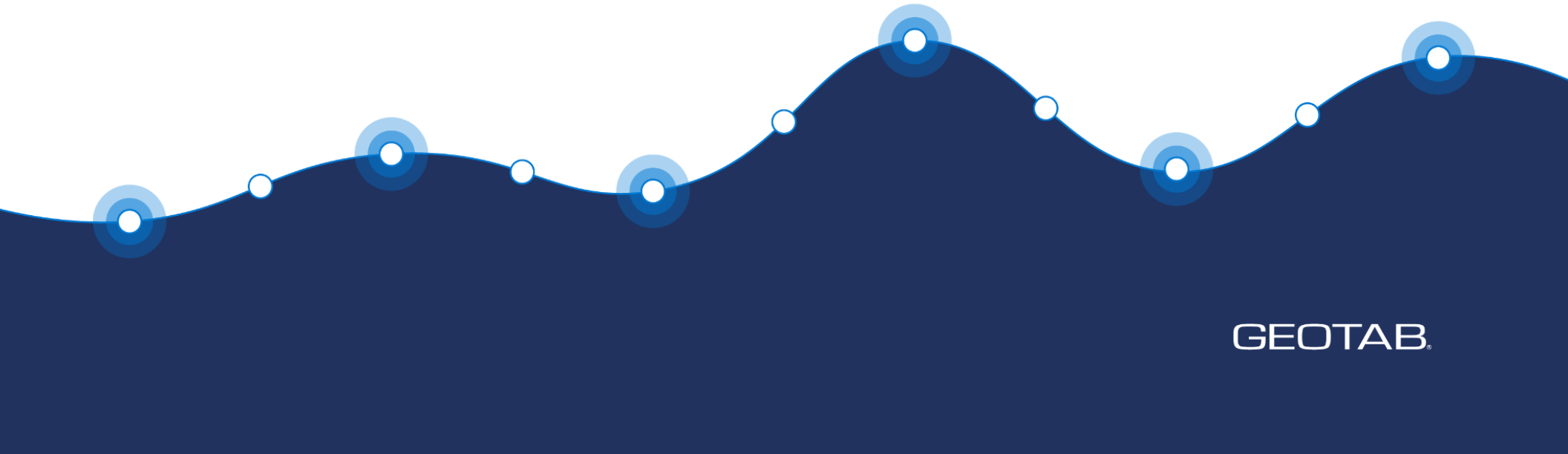
Price List

Please see attached page(s).

Sourcewell Price List

Geotab

March 2022



GEOTAB®

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Basic Install Package				
Category	Product Code	Description	Sourcewell Member Price (USD)	Sourcewell Member Price (CAD)
	PROPLUS Plan*	<p>PROPLUS - Monthly fee.</p> <p>Includes Standard Geotab Device, one basic harness (as reflected in this table), and basic installation service (INS-GOSTRD) of GO device and one harness.</p>	\$20.15	\$22.77
	PROPLUS PUBLIC WORKS Plan*	<p>PROPLUS PUBLIC WORKS - Monthly fee.</p> <p>ProPlus + public works telemetry data + winter ops.</p> <p>Includes Standard Geotab Device, one basic harness (as reflected in this table), and basic installation service (INS-GOSTRD) of GO device and one harness.</p> <p>Remainder of Public Works installation not included.</p>	\$30.60	\$34.58
	PROPLUS MOTORPOOL Plan*	<p>PROPLUS MOTORPOOL - Monthly fee.</p> <p>ProPlus + motorpool operations + reservation support.</p> <p>Includes Standard Geotab Device, one basic harness (as reflected in this table), and basic installation service (INS-GOSTRD) of GO device and one harness.</p> <p>Remainder of Motorpool installation not included.</p>	\$42.59	\$48.12

Self Install Package				
Category	Product Code	Description	Sourcewell Member Price (USD)	Sourcewell Member Price (CAD)
	PROPLUS Plan*	PROPLUS - Monthly fee. Includes Standard Geotab Device, one basic harness (as reflected in this table).	\$18.87	\$21.32

Other Services				
Category	Product Code	Description	Sourcewell Member Price (USD)	Sourcewell Member Price (CAD)
	SATELLITE Plan	SATELLITE - Additional monthly fee for satellite support. Provides critical data during cell outages. Requires this hardware plugin: IOX-SATIRDV2	\$39.78	\$44.97
	FLEX Plan	Asset tracker monthly	\$10.20	\$11.53
KeyGO/Key Driver Tags	GEO-NFCFOBBLU	Blue NFC Driver ID Tag. Used with IOX-NFC Driver ID Tag Reader.	\$3.83	\$5.00
	GEO-NFCFOBBLU20	Bag of 20 NFC fobs. Includes CSV file of tag IDs. Downloadable from MyAdmin.	\$51.00	\$63.00
	GEO-NFCSTKBLU	NFC Driver ID Sticker Tag with blue inner label. Used with IOX-NFC Driver ID Tag Reader. 40mm (~1.5") in diameter.	\$3.83	\$5.00
	GEO-KLNFCFOB	Keyless NFC Fob (with adhesive backing) to be used with IOX-NFCREADERA.	\$6.38	\$8.29
	GEO-NFCSTKBLU20	Bag of 20 NFC stickers. Includes CSV file of tag IDs downloadable from MyAdmin.	\$51.00	\$63.00

	SPR-NFCBRACKET	Mounting bracket and holder for IOX-NFCREADER. Includes 2 screws and double-sided tape for the bracket for installation purposes.	\$3.18	\$4.00
Interface Harness	HRN-BS16S4	OBDII extension cable pack for GO devices.	Included in PROPLUS Plans	Included in PROPLUS Plans
	HRN-CE10K2	Custom harness kit for Volvo/Mack vehicles 2019 or newer in North America. Requires HRN-CM24Y1.	\$38.25	\$49.73
	HRN-CM24Y1	Harness for custom GO device installations. Includes Molex connectors for two OBD and one J1939 points.	\$14.03	\$19.18
	HRN-CS14S21	14 pin connector harness for heavy-duty applications.	\$16.83	\$23.02
	HRN-CS230	Winter Ops Cable - CS230 Integration.	\$44.88	\$60.14
	HRN-CS440	Winter Ops Cable - CS440 Integration.	\$40.80	\$54.67
	HRN-CW03K3	3-wire harness for GOS - PWR, GND, IGN. Replaces HRN-2WCP for GO6 which cannot take advantage of the IGN wire.	Included in PROPLUS Plans	Included in PROPLUS Plans

	HRN-CX09Y5	Starter Inhibit harness for Geotab Keyless. This item is to be used in conjunction with SPR-RELAYKIT for bladed key installations requiring starter Inhibit functionality.	\$11.22	\$14.59
	HRN-DB9NM	Winter Ops Cable - DB-9 Null Modem Integration.	\$40.80	\$54.67
	HRN-DB9SI15	Winter Ops Cable - DB-9 Serial Integration (15 FT).	\$20.40	\$27.34
	HRN-DC14S2	14-pin harness for 2016+ CAT vehicle models.	\$63.11	\$83.69
	HRN-DS06S4	6-pin straight harness for heavy-duty Deutsch connector installations in North America.	Included in PROPLUS Plans	Included in PROPLUS Plans
	HRN-DS06T2	6-pin heavy-duty T-harness for installations where the Deutsch connector needs to remain available for other applications.	Included in PROPLUS Plans	Included in PROPLUS Plans
	HRN-FAI	Winter Ops Cable - Force America Integration	\$40.80	\$54.67
	HRN-FLEX4	Winter Ops Cable - Flex 4 Integration	\$40.80	\$54.67
	HRN-GILINT	Winter Ops Cable - Giletta Integration	\$102.00	\$136.68

	HRN-GR09K1	Universal rugged heavy-duty T-harness kit (IP67).	Included in PROPLUS Plans	Included in PROPLUS Plans
	HRN-GS16K2	<p>Universal OBDII T-harness Kit.</p> <p>Multi-connector kit includes a T-harness and twelve different mounting adapters for use in most light-duty and medium-duty international vehicles.</p> <p>Eliminates the need to know vehicle information in advance.</p> <p>Replaced:</p> <p>HRN-BE16T2,</p> <p>HRN-BG16T2,</p> <p>HRN-BF16T2,</p> <p>HRN-BS16T2,</p> <p>HRN-BT16T2</p>	Included in PROPLUS Plans	Included in PROPLUS Plans
	HRN-GS09K2	<p>Universal Heavy-Duty T-Harness Kit.</p> <p>Multi-connector kit includes a 9-pin T-harness and 4 different mounting adapters for use in most heavy-duty international vehicles.</p> <p>Eliminates the need to know vehicle information in advance.</p> <p>Replaces: HRN-DR09T2 and HRN-DS09T2. Beta.</p>	Included in PROPLUS Plans	Included in PROPLUS Plans

	HRN-MIC2DC	Winter Ops Cable - Muncie integration cable 2-pin Deutsch connector.	\$40.80	\$54.67
	HRN-RMRCA1	CAT-specific adapter. Requires HRN-GR09K1.	\$16.83	\$22.32
	HRN-RS12S2	Connects GO RUGGED to vehicle diagnostic port for engine data.	Included in PROPLUS Plans	Included in PROPLUS Plans
	HRN-RW03K4	3-wire harness for the GO RUGGED - PWR, GND, IGN.	Included in PROPLUS Plans	Included in PROPLUS Plans
	HRN-RX06S4	Required to connect any IOX to the GO RUGGED.	\$14.03	\$17.60
IOX Interface Cables	IOX-ALERT	IOX Add-On for G06/G07 to support an alert message to MyGeotab.	\$35.06	\$42.90
	IOX-ANALOG	IOX Add-On for G06/G07 for analog auxiliary input support. Beta.	\$49.09	\$60.50
	IOX-AUXM	IOX Add-On for G06/G07 for auxiliary support.	\$40.67	\$50.60
	IOX-BT	Bluetooth® low energy IOX Add-On, for G06 and later devices, supporting proximity beacons with a public MAC address. Also supports select sensor-enabled beacons.	\$54.70	\$67.10

	IOX-BUZZ	External buzzer/beeper for the GO6/GO7 platform.	\$54.70	\$67.10
	IOX-CAN	IOX Add-On for GO6/GO7 for CAN integrations (ie. Mobileye and Valor).	\$54.70	\$67.10
	IOX-GARMINWT	IOX Add-On for GO6/GO7 for Garmin PNDs that require traffic services. Supports North America.	\$119.21	\$147.40
	IOX-GOTALK	Text-to-Speech Speaker for Driver Feedback for the GO6/GO7 platform.	\$105.19	\$129.80
	IOX-KEYLESS	IOX Add-On for Keyless functionality, with integrated keyfob.	\$67.58	\$87.85
	IOX-KEYLESS-NK	IOX Add-On for Keyless functionality, without integrated keyfob. This product has non-standard warranty items. Please see the installation instructions for warranty details.	\$67.58	\$87.85
	IOX-NFCREADER	NFC Tag Reader ONLY - Used for Driver ID.	\$63.11	\$78.10
	IOX-OUTPUTM	IOX Add-On for GO6/GO7 for controlling a relay from MyGeotab.	\$35.06	\$42.90

	IOX-RS232F	IOX Add-On for G06/G07 for RS232 support (female connector).	\$49.09	\$60.50
	IOX-RS232M	IOX Add-On for G06/G07 for RS232 support (male connector).	\$49.09	\$60.50
	IOX-SATIRDV2	IOX Add-On for G06/G07 for Iridium satellite support (includes Iridium modem and antenna).	\$559.60	\$689.70
	IOX-USB	IOX Add-On for G06/G07 that allows two-way data transfer and charging of external devices. Uses Female USB Type-A connector.	\$49.09	\$60.50
	IOX-WRKS	IOX-WRKS integrates with the G09 device as a part of the Geotab Public Works solution for government fleets.	\$122.40	\$159.12
Accessory Hardware	SPR-RELAYKIT	Driver ID Relay kit for G04v3 and G06 and G07. Requires professional installation by a licensed automotive electrician/ mechanic.	\$25.50	\$31.00
	SPR-QRTAG	QR tag for IOX-KEYLESS key shipment to Geotab.	\$1.28	\$1.66

Asset Tracker Hardware	MKH-TT600LM0QGL	Asset Tracker (no connector)	\$224.40	\$300.70
	MKH-TT603LM0QGL	Asset Tracker (with connector, CAN, RS232, BLE)	\$255.00	\$341.70
Shipping	SHIPPING	SHIPPING - Standard shipping charges, per order.	\$15.30	\$20.93
Duty Fee****	XXX-DUTIES	Duty fee.	\$2.54	\$3.35

*Billing will commence the earlier of the date of installation or 30 days from shipment. Early termination fee of \$100.00 if the device is terminated within 12 months of activation.

**GO device and/or GO RUGGED device only available to replace 3G devices with existing customers currently on the Base, Regulatory, or Pro Plan that were previously purchased under Sourcewell contract number 022217-GEO.

Reseller must reach out to their PAM for a promo code before ordering this device.

***GO device and/or GO RUGGED device only available to replace devices (non 3G) out of warranty with existing customers currently on the Base, Regulatory, or Pro Plan that were previously purchased under Sourcewell contract number 022217-GEO.

Reseller must reach out to their PAM for a promo code before ordering this device.

****This duty fee will appear as a separate line item on invoices when a Standard Geotab Device (not included in PROPLUS plans) is purchased and shipped to a USA address.

The prices set out above include a standard installation which covers the Installation of a GO device with or without T-harness, as well as trip fees up to a total of 50 mi/km.

If a vehicle is not available for the scheduled installation, the Customer or Reseller must inform Geotab at least one business day before the installation. Failure to do so will result in Vehicle No Show charges applied to the Reseller.

All cancellations have to be processed through MyAdmin. Cancellations processed at least one business day before the scheduled installation service

Monthly Plan pricing listed in the table below is only available for active devices with existing customers purchased under Sourcewell contract number 022217-GEO. All new purchases as of June 1, 2021 must be made under Sourcewell contract number 020221-GEO.

Category	Product Code	Description	Sourcewell Member Price (USD)	Sourcewell Member Price (CAD)
Monthly Plan	BASE Plan	BASE - Monthly fee. VIN and GPS data is collected. Plan includes a cellular data plan.	\$10.20	\$11.53
	PRO Plan	PRO - Monthly fee. Base + accelerometer + rich engine data. Plan includes a cellular data plan.	\$16.33	\$18.45
	REGULATORY Plan	HOS - Monthly fee. Base + HOS engine data. Plan includes a cellular data plan.	\$12.24	\$13.84
	PROPLUS Plan	PROPLUS - Monthly fee. Pro + active tracking + premium IOX's. Plan includes a cellular data plan.	\$19.39	\$21.91
	SUSPEND Plan (Only available for seasonal downtime)	Includes a cellular SUSPEND - no data is collected. The device will remain active and continue receiving firmware and security updates. Recommended for vehicles that are used intermittently (eg. seasonal vehicles) during long periods of non-use. Plan includes a cellular data plan.	\$6.12	\$6.92

Pricing Schedule

Category	Product Code	Description	Sourcewell Member Price (USD)	Sourcewell Member Price (CAD)
GO Vehicle Kits /GO Devices	Standard Geotab Device	Geotab telematics device suitable for plug-and-play installation.	Included in PROPLUS Plans	Included in PROPLUS Plans
	Standard Geotab Device (Replacement device (non 3G) only)***	Geotab telematics device suitable for plug-and-play installation.	\$62.48	\$81.22
	Standard Geotab Device (3G replacement device only)**	Geotab telematics device suitable for plug-and-play installation.	\$42.08	\$54.70
	RUGGED Geotab Device	Ruggedized telematics device for harsh conditions or external installation. Designed to IP67 standards. Ideal for heavy equipment, yellow iron, and powered assets and trailers.	\$36.98	\$48.07

	RUGGED Geotab Device (Replacement device (non 3G) only)***	Ruggedized telematics device for harsh conditions or external installation. Designed to IP67 standards. Ideal for heavy equipment, yellow iron, and powered assets and trailers.	\$100.73	\$130.94
	RUGGED Geotab Device (3G replacement device only)**	Ruggedized telematics device for harsh conditions or external installation. Designed to IP67 standards. Ideal for heavy equipment, yellow iron, and powered assets and trailers.	\$80.33	\$104.42

EXHIBIT D

Quote

Please see attached page(s).



USA Fleet Solutions
169 Cadillac Pl
Reno NV 89509 US

Estimate Prepared For

Kenneth Malley
City of North Las Vegas
Fleet Operations Division
North Las Vegas NV 89030
Phone 702.633.1623
North Las Vegas NV 89030 USA
malleyk@cityofnorthlasvegas.com

ESTIMATE

DATE 8/4/2022 EXPIRY DATE ESTIMATE # 12789

Estimate Prepared By

David Crumbley
USA Fleet Solutions

Phone (775) 525-2381
Fax
David@USAFleetSolutions.com

DESCRIPTION	QTY	COST	AMOUNT
Recurring Service:MRT - Sourcewell ProPlus INSTALLED Bundled (06/01/21)			
SOURCEWELL Monthly Recurring Tracking Rate for ProPlus includes Standard Geotab Device, one basic harness and basic installation service of GO device and one harness.	200.00	20.50	4,100.00
Geotab Contract number Sourcewell contract 060121-GEO.			
- Services:Managed Services			
USA Fleet Solutions will provide the following managed services with complete implementation, utilization and ongoing management of the GPS vehicle tracking and web based management system including but not limited to:			
<ul style="list-style-type: none"> • Initial set up and continued maintenance of user web site. • Registration and maintenance of vehicles registration into system. • Creation and input of unlimited user, groups and departments as supplied by the District. • Creation, input and maintenance all system users, user passwords and assigned user privileges. • Unlimited ongoing training of users and departments via telephone, webinar and on-site training. • Creation and input of user identified zones (landmarks and geofences.) • Implementation, distribution, training and management of unlimited scheduled user defined system reports. • Future set up of new reports and systems. • Facilitate internal user's group meetings to develop best practices each year. • Unlimited access to an assigned USA Fleet Solutions account manager. 			
	200.00	3.00	600.00
S & H:Sourcewell - S & H - copy			
SOURCEWELL SHIPPING - standard shipping charges, per order. 022217-GEO.	10.00	15.00	150.00
SUBTOTAL			4,850.00
Sourcewell Contract dated 6-21 - (Subject to change in updated Sourcewell Pricing as contract renewal is published)			4,850.00

Monthly Cost for 200 Vehicles - \$4,700.00

ACCEPTED BY

ACCEPTED DATE

EXHIBIT B

Additional Services

Please see the attached page(s).



USA Fleet Solutions
169 Cadillac PI
Reno NV 89509 US

Estimate Prepared For
Kenneth Malley
City of North Las Vegas
Fleet Operations Division
North Las Vegas NV 89030
Phone 702.633.1623
malleyk@cityofnorthlasvegas.com

ESTIMATE

DATE EXPIRY DATE ESTIMATE #
4/30/2024 12472

Estimate Prepared By
David Crumbley
USA Fleet Solutions

David@USAFleetSolutions.com

DESCRIPTION	QTY	COST	AMOUNT
Recurring Service:MRT - Sourcewell ProPlus INSTALLED Bundled (06/01/21) RENEWAL of EXISTING HARDWARE - SOURCEWELL Monthly Recurring Tracking Rate for ProPlus includes Standard Geotab Device, one basic harness and basic installation service of GO device and one harness.	99.00	20.50	2,029.50
Geotab Contract number Sourcewell contract 060121-GEO.			
Recurring Service:MRT - Sourcewell ProPlus NOT installed Bundled (06/01/21) RENEWAL of EXISTING HARDWARE - SOURCEWELL Monthly Recurring Tracking Rate for ProPlus includes Standard Geotab Device, one basic harness - This is a SELF-INSTALL BUNDLE - No installation services are included.	149.00	19.25	2,868.25
Geotab Sourcewell Contract 020221-GEO			
Recurring Service:MRT - Sourcewell ProPlus INSTALLED Bundled (06/01/21) NEW VEHICLES With Hardware & Installation - SOURCEWELL Monthly Recurring Tracking Rate for ProPlus includes Standard Geotab Device, one basic harness and basic installation service of GO device and one harness.	100.00	20.50	2,050.00
Geotab Contract number Sourcewell contract 060121-GEO.			
Recurring Service:Managed Services USA Fleet Solutions will provide the following managed services with complete implementation, utilization and ongoing management of the GPS vehicle tracking and web based management system including but not limited to: <ul style="list-style-type: none"> • Initial set up and continued maintenance of user web site. • Registration and maintenance of vehicles registration into system. • Creation and input of unlimited user, groups and departments as supplied by the District. • Creation, input and maintenance all system users, user passwords and assigned user privileges. • Unlimited ongoing training of users and departments via telephone, webinar and on-site training. • Creation and input of user identified zones (landmarks and geofences.) • Implementation, distribution, training and management of unlimited scheduled user defined system reports. • Future set up of new reports and systems. • Facilitate internal user's group meetings to develop best practices each year. • Unlimited access to an assigned USA Fleet Solutions account manager. 	349.00	3.00	1,047.00



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Estimate Prepared For
Kenneth Malley
City of North Las Vegas
Fleet Operations Division
North Las Vegas NV 89030
Phone 702.633.1623
malleyk@cityofnorthlasvegas.com

ESTIMATE

DATE 4/30/2024 EXPIRY DATE ESTIMATE # 12472

Estimate Prepared By
David Crumbley
USA Fleet Solutions

David@USAFleetSolutions.com

DESCRIPTION	QTY	COST	AMOUNT
Current Sourcewell (020221):HRN-GS16K22 (OBDII T-Harness) Universal OBDII T-Harness Kit - multi-connector kit includes a T-harness and 12 different mounting adapters for use in most light-duty and medium-duty international vehicles.	100.00	0.00	0.00
Sourcewell Contract 020221-GEO			
S & H:Sourcewell - S & H SOURCEWELL SHIPPING - standard shipping charges, per order. 020221-GEO.	1.00	15.30	15.30

SUBTOTAL 8,010.05

Renewal Quote with 100 Additional Vehicles - \$7994 per month for all 350 Vehicles **TOTAL USD** 8,010.05

ACCEPTED BY

ACCEPTED DATE