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Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and GPS Insight, 7201 E. Henkel Way, Suite 400, Scottsdale, AZ 85255 (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.

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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 warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. 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 within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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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.

Sourcewell 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 Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell 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 Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell 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

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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.

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.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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. Some Participating Entitles 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, 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.

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.

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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.

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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

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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 and its Participating Entities, 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.

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 theTrademark(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.*

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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.

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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:

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- 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

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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

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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

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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

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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

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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.

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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:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 3/24/2021 | 1:55 PM CDT

GPS Insight

DocuSigned by:
Tyler Mortensen
8B52F57C14FB4BB...

By: _____
Tyler Mortensen
Title: VP- Government & Strategic Business

Date: 3/30/2021 | 8:47 AM PDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 3/30/2021 | 2:39 PM CDT

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	GPS Insight, LLC
Does your company conduct business under any other name? If yes, please state:	No
Address:	7201 E Henkel Way Ste 400 Scottsdale, Arizona 85255
Contact:	GPS Insight
Email:	rfp@gpsinsight.com
Phone:	866-477-4321 8013
Fax:	480-393-8720
HST#:	20-3607878

Submission Details

Created On:	Tuesday January 12, 2021 09:57:10
Submitted On:	Tuesday February 02, 2021 14:27:00
Submitted By:	Tyler Mortensen
Email:	tyler.mortensen@gpsinsight.com
Transaction #:	c9d29329-f2f2-4eaf-836b-d813b9120848
Submitter's IP Address:	98.168.48.108

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):	GPS Insight	*
2	Proposer Address:	7201 E. Henkel Way, Suite 400 Scottsdale, AZ 85255	*
3	Proposer website address:	www.gpsinsight.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):	Tyler Mortensen, VP - Government & Strategic Business	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tyler Mortensen - VP - Government & Strategic Business 7201 E. Henkel Way, Suite 400 Scottsdale, AZ 85255 866-477-4321 ext 8059	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andy Palmer GPS Insight Documentation Manager andy.palmer@gpsinsight.com 866-477-4321 ext 8103	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	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.	GPS Insight has been in business since 2005, concentrating solely on the GPS Vehicle Tracking/Fleet Management space. • We hold and maintain an A+ Rating from the BBB. • We are a closely, privately held company with over 7,000 customers, and we support over 160,000 vehicles/assets. Fleet sizes range from a handful of trucks to multi-thousand mixed-unit fleets. • GPS Insight has maintained a solid credit rating since 2009. We have never filed for bankruptcy nor do we have any claims or violations filed against the organization. • We have 150 full-time employees—over a third of whom are directly involved in the development and support of the GPS Insight product. We provide 24/7/365 U.S.-based support. • Our system availability is on the order of 99.5% or greater. No customer data has ever been lost. • We’ve won various awards and have made the Inc. 5000 list for eight consecutive years. Visit https://www.gpsinsight.com/company/awards/ for more information	*

8	What are your company's expectations in the event of an award?	GPS Insight's expectation in the event of an award is to continue utilizing Sourcewell as our primary Cooperative Purchasing Contract for government fleets. Our teams, marketing processes and strategy for executing this contract are already built into our comprehensive Government Strategy for 2021 and will continue to expand if awarded with a new 4-year contract. Additionally, having successfully renewed the Commonwealth of Massachusetts State Contract and Louisiana State Contract through the Sourcewell Participating Addendum in 2020, with an award we will be able to continue billing that revenue through Sourcewell's contract for the next four years. In 2020 the Commonwealth of Massachusetts deployed over 3,000 vehicles in Q4, which will begin billing in Q2 2021. And the State of Louisiana Contract currently exceeds 4,000 vehicles. These two contacts alone make it very easy for GPS Insight to successfully utilize a Sourcewell Contract award for the next four years. With an award, GPS Insight will continue to grow its government business as it has over the previous four years.	*
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.	GPS Insight has been recognized as one of the top 100 privately-held technology companies in North America. As such, we are happy to provide the requested financial statements upon selection as your chosen vendor and under a mutual NDA. GPS Insight has maintained a solid credit rating since 2009. We are profitable, growing, and have a healthy balance sheet. We have never filed for bankruptcy nor do we have any claims or violations filed against the organization.	*
10	What is your US market share for the solutions that you are proposing?	GPS Insight's estimated U.S. market share for all fleet telematics is at 4-6%.	*
11	What is your Canadian market share for the solutions that you are proposing?	GPS Insight does not place a heavy focus on business in Canada and as a result does not track our market share, although we would expect it to be less than 3%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	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. 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? 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?	GPS Insight is a full-service provider of telematics, smart cameras, field service management and compliance solutions. We operate sales and service force in-house, along with full product, development, operations, training, marketing, and finance teams (170+ full-time employees). GPS Insight uses best of breed GPS hardware from CalAmp and other contract manufacturers. We perform annual due diligence to ensure we continue to provide hardware that leverages the best available technology to both meet the current needs of our customers and the trends/demands identified in the marketplace.	*
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.	GPS Insight is Soc 2 Type II certified and undergoes annual audits to ensure our processes, procedures, and technology are in compliance with these requirements. the Service Organization Control (SOC 2) Type II is an auditing procedure that ensures a service provider securely manages its client's data to protect the interests of an organization and the privacy of its clients. Professional Installation.GPS Insight coordinates with multiple nation-wide installation networks that provide GPS tracking installation/de-installation service. Our contracted installers are Mobile Electronics Certified Professional's (MECP). Additionally, all GPS Insight installers are required to pass a separate GPS Insight Installation Certification test prior to working on any of our customer's vehicles.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	none	*

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	Please visit https://www.gpsinsight.com/company/awards/ for a complete list of our top awards and achievements. Here are our most recent: Inc 5000 Fastest Growing Private Companies (2010-2017) 5 Time Winner Best Places to Work – Phoenix Business Journal (2014-2018) Stevie Awards • 3 Time Winner Customer Service Dept of the year (2016-2018) • Front-Line Customer Service Team of the Year (2016-2017) • Favorite Customer Service (2017) • Arizona Corporate Excellence Awards (2014-2017) • 100 Best Arizona Companies (2017) • Construction Executive Magazine Hot Products Winner (2016, 2017, 2018)	*
17	What percentage of your sales are to the governmental sector in the past three years	2018 = 9% 2019 = 12% 2020 = 16% We have seen consistent growth in Government business over the last 3 years and based on awarded contracts in 2020 expect to see that number continue to increase in 2021 and beyond.	*
18	What percentage of your sales are to the education sector in the past three years	GPS Insight's education focus is primarily on Universities Fleets, and is not a primary target market. Our estimated annual sales into education are below 5%	*
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?	GPS Insight holds multiple State Contracts and other cooperative contracts in addition to Sourcewell. In 2020, two of our State Contracts were renewed via the Sourcewell Participating Addendum and are now technically State Contracts through Sourcewell. Sourcewell Cooperative Contract - more than $1mm San Mateo Cooperative Contract = less than $1mm Texas Buyboard Cooperative Contract = less than $1mm Oklahoma State Contract - less than $1mm Commonwealth of MA State Contract VEH106 - less than $1mm Louisiana State Contract - more than $2mm	*
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?	GPS Insight holds GSA Schedule 70 through our schedule holder Winvale but we no longer pursue Federal fleet business. For city, county, and university fleets we position Sourcewell as our primary cooperative contract option. States and municipalities generally want to confirm that a GSA schedule is offered and then purchase through GPS Insight directly.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Tacoma Public Utilities	Patty Gillingham Fleet Adminstrator Sourcewell ID# 97380	253-502-8651	*
Eugene Water & Electric Board	Gary Lentsch Operations & Fleet Manager Sourcewell ID# 74002	541-685-7470	*
Donna Ana County & Sheriff's Department	Gabriel Silva Fleet Manager Sourcewell ID# 27011	575-647-7119	*

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 *	
State of Louisiana	Government	Louisiana - LA	GPS Insight is the State Contract holder for GPS Tracking Solutions for State of Louisiana and tracks over 4k vehicles across multiple State Agencies. The State of Louisiana just renewed our contract through the Sourcewell Participating Addendum.	The State of Louisiana currently tracks 4,452 vehicles and assets and has ben using GPS Insight for 5+ years. in 2020, we renewed their initial contract via the Sourcewell Participating Addendum.	confidential	*
State Contract - Commonwealth of Massachussetts	Government	Massachusetts - MA	The Commonwealth of Massachusetts's Office of Vehicle Management use our GPS Tracking solution on 3200 vehicles.	OVM began their official deployment in 2020 and by the 2nd quarter of 2021, will have 3200 devices installed on their fleet.	confidential	*
Dallas County	Government	Texas - TX	Dallas county tracks 725 vehicles. on our Enterprise Tracking Solution	They track 725 vehicles	confidential	*
Yale University	Education	Connecticut - CT	Yale University tracks over 750 vehicles on our Enterprise Tracking Solution.	Over 750 vehicles are tracked today.	confidential	*
University of Maryland	Education	Maryland - MD	the University of Maryland tracks 820 university vehicles using our Enterprise Tracking Solution.	University of Maryland tracks over 800 vehicles today.	confidential	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell 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.	The GPS Insight sales force includes 45+ full-time employees under the direction of Jason Walker, Vice President of Sales. The majority of the GPS Insight sales force operates out of our corporate headquarters in Scottsdale, AZ. We also have sales reps who work remotely in different parts of the U.S. Our sales force is divided into four specialized sales teams; Commercial, Government, Strategic, and Small Business. These teams allow us to focus on the specific solutions and needs of these different verticals and provide the best consultative experience for our customers. The VP of Strategic and Government Business, Tyler Mortensen, is responsible for the execution and strategy for all government business. This includes the dedicated account management teams that support government fleets to ensure consistency and accountability to our government fleet customers and the results they expect from our solutions.	*
24	Dealer network or other distribution methods.	GPS Insight has a partner network of authorized resellers. These resellers typically sell to small businesses and, therefore, will not be part of GPS Insight's sales strategy for Sourcewell. GPS Insight will focus all of our efforts through our Direct Government and Strategic Sales Teams. These teams will be able to provide the best customer experience for fleets in the market of this size and complexity. These teams aim to effectively create value and ROI during our sales process, starting with discovery to determine fit, product demonstrations, pilots and contract negotiation, and execution. Last our account management teams work with customers to ensure a smooth transition through all phases of the customer lifecycle, including deployment, onboarding & training,, and ongoing account management.	*

25	Service force.	The operation and service force includes 30+ full-time employees under the direction of Jerry Scott, Vice President of Operations. All of our service force operates out of our headquarters in Scottsdale, AZ. Our operations division is divided into Technical Support, Fulfillment, and Installations. Our technical support team operates 24/7 365 days a year and is 100% U.S. based support from GPS Insight employees. Although we have our own dedicated installation team, national or broad-scale installations are regularly contracted. GPS Insight coordinates with multiple nation-wide installation networks that provide GPS tracking installation/de-installation service. Our contracted installers are MECP Certified.	*
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.	GPS Insight provides a Technical Support SLA for all customers. Please see the attached document for a detailed overview. GPS Insight operates a U.S. Based, technical support team that operates 24.7 365 days a year. This service is provided to all customers as part of our services. Our SLA covered reliability, performance, resolution time frames, and escalation processes. GPS Insight seeks to provide the highest level of technical support services to all of our customers and has done so for over 15 years.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have a full government sales strategy that is focused on expanding and growing our government sales at the State, City, County and Education level. Additionally, special districts, not-for-profit, public utilities, and other government entities that can purchase off of Sourcewell are in our target market. We have no limitations on our ability and willingness to provide our products and services to Sourcewell participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully capable and willing to provide our services to Canadian entities that utilize Sourcewell cooperative purchasing.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are able to work with entities in any of these 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?	GPS Insight does not provide and will not be pursuing Educational fleets that are looking for, or primarily focused on student/pupil tracking solutions.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	n/a	*

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.	The GPS Insight marketing strategy for contract promotion relies on several touch points from digital ads, print ads, email campaigns, post card campaigns, phone call campaigns and events. Samples of marketing materials are attached. GPS Insight's intended marketing promotional methods and corresponding descriptions for Sourcewell are listed below: Contract Announcements and Advertisements: • Press Release: GPS Insight will produce a press release for nationwide distribution within the week of contract award. A draft of this press release will be sent to Sourcewell for approval before distribution. • Media Contact: The press release will be sent to all government media contracts directly and GPS Insight will encourage all contacts to post the press release on websites and e-newsletters. • E-Blast: An e-blast will be sent to all government fleets in the GPS Insight database as detailed below under "Email Campaigns." • Advertisements: All ads will be distributed as detailed below under "Digitial Ads" and "Print Ads." Digital Ads: • Banner Ads: Different sized ads placed monthly on government websites and e-newsletters, which include Government Fleet Magazine, Automotive Fleet Magazine, The Municipal Magazine, NAFA Fleet Solutions Magazine, Fleet Owner Magazine, Fleet Equipment Magazine, American Public Power Magazine, Field Technologies Magazine, etc. • Social Media Ads: Facebook ads directed toward thousands of government fleet personnel to boost brand presence and drive government leads. GPS Insight uses "look-a-like" modeling to target this audience. • Retargeting: Any government fleet representative visiting our website will be retargeted as the representative browses the internet visiting other websites with reminders of our partnership. Prints Ads: • GPS Insight will place full page ads in each issue of government magazines such as Government Fleet Magazine, Automotive Fleet Magazine, The Municipal Magazine, NAFA Fleet Solutions Magazine, Fleet Owner Magazine, Fleet Equipment Magazine, American Public Power Magazine, Field Technologies Magazine, etc. All printed materials will be created in-house by our Marketing team (samples are attached). The Sourcewell logo will be used on government marketing materials. Sourcewell may access and view current GPS Insight logos by visiting http://www.gpsinsight.com/logos/. Email Campaigns: • Purchased E-blasts: Monthly/quarterly for each of the publications promoting our products and relevant telematics content • Drip Campaigns: Our database comprises of 18,250 government fleet personnel receiving regular emails Webinars: • 30-minute presentations: GPS Insight produces multiple webinars each year, including specific webinars to government fleets that include cooperative purchasing options. These webinars would be recorded and marketed for Sourcewell members and available for any government fleet personnel to watch on-demand. Visit http://www.gpsinsight.com/webinar/ to view some of our available webinars. Direct Mail: • Postcards: We have found that many marketers have shied away from traditional direct mailers. GPS Insight views this as an opportunity to test strategic campaigns consisting of postcards sent with incentives. Cold Calling Campaigns: • GPS Insight has an internal team of Sales Development representatives who are responsible for scheduling appointments to speak with a Sales representative in detail about our solution. Events: GPS Insight invests heavily in government fleet-related events. Our presence at events includes but is not limited to the following: • Tradeshows: Government Specific Tradeshows and Conferences continue to be part of our strategy, even when hosted remotely like they were in 2020. As these events continue to take place, GPS Insight will look for unique ways to create brand awareness, and specific contract and product marketing in the government vertical. • Conferences: Strong brand presence and speaking engagements at intimate events such as 100 Best, Public Fleet Summits, Public Works Summit, National Conference of State Fleet Administrators, etc. SEO: GPS Insight has achieved inclusion on Page 1 results for: "Telematics for government fleets", "GPS tracking for government fleets", and other similar search entries.	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	GPS Insight will display the Sourcewell awarded contract prominently on our website, www.gpsinsight.com. Specifically, info about the contract and the Sourcewell logo will appear on a banner ad on our government focused pages. Any webinars hosted by GPS Insight and Sourcewell will be posted on wour website indefinitely as a sales/marketing resource. GPS Insight utilizes technology and digital data as listed below to enhance our marketing effectiveness: · Marketo: B2B Marketing Automation. Marketo offers a marketing automation solution which allows the GPS Insight Marketing team and Sales departments to create, deploy, and manage online marketing campaigns (through multiple channels such as Youtube, Social Media, Display Networks, ConnectedTV, and others) from one central platform for powerful, centralized marketing intelligence. · ZoomInfo: We leverage ZoomInfo to know which organizations are showing buyer intent on our website and on other websites. We also use their database for account based marketing to find the right contacts and influencers in decision making. · Vidyard: Vidyard provides the tools to help GPS Insight leverage video in our marketing, offering analytics and customizations unavailable on sites such as youtube.com. Vidyard integrates with Pardot to score prospects based on the frequency of videos viewed and the length of time spent viewing a video. · Website: GPS Insight utilizes Word Press in the operation of our website. · Zoom: This is the platform we use for webinars. · Social Media: GPS Insight has a presence on all social media channels with daily/weekly posts. · Facebook Lookalike Audiences: GPS Insight utilizes Facebook's lookalike audiences to reach new prospective customers who are likely to be interested in our business based on similarities to current customers. · Retargeting: Any visitor to a "key page" on our site or internet user with a browser within a set geofence (such as using a browser within a convention center at a trade show) gets cookied and our ads will pop up on other websites encouraging the visitor to visit our site and learn more. · Domo: Domo is a high powered analytics tool that takes data from various sources and displays it in ways that provide insight to all areas of business. · NetSuite: GPS Insight uses NetSuite as our CRM/ERP tool for company operation	*
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?	Sourcewell's role in promoting contracts arising out of this RFP should be around contract awareness, management, and general promotion/marketing. It should also be focused on the continued education of cooperative contract use, effectiveness, and support to its awarded vendors. We view the event of an award as a continued partnership and will do everything we can to ensure it remains an effective Cooperative Contract at GPS Insight. We have a team of sales reps focused on selling to Government fleet and are very familiar with the advantages and use of Cooperative Contracts. Having utilized the Sourcewell contract for the last 4 years, the GPS Insight Sales Team is very educated, capable, and proficient in how to specifically position Sourcewell as our preferred cooperative purchasing method. Fore reporting and contract administration, GPS Insight has an internal Sales Operations team that provides program details and announcements within an employee-only Knowledge Base. This resource houses FAQs, links to sales and marketing collateral, program details and pricing, job-aids, sales strategies, and more. In addition to this self-service resource, the internal Training and Documentation team typically schedules onsite/virtual training sessions for large program roll-outs to cover the available resources and even test whether attendees met required learning objectives. Specific to the Sourcewell partnership, a tentative agenda includes the following items: • Partnership details • Process explanation • Pricing • Sales goals • Value of the awarded contract • Authority of Sourcewell to offer the contract to its members • Value and utility of the contract delivered to Sourcwell members • Sourcewell membership scope • Authority of Sourcewell members to utilize Sourcewell procurement contracts • Sourcewell preferred marketing and sales methods • Successful use of specific business sector strategies Last, GPS Insight plans to attend any and all marketing and training meetings held by Sourcewell.	*

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.	We do not offer an e-procurement ordering process for our products and services. All orders are sent to customers via our CRM/ERP system in the form of an estimate that they sign to place an order. We are also able to work with vendors to join their procurement systems and manage purchases, payments, invoicing, etc accordingly. We can work with each customer to ensure this process works for them and is easy and efficient. Having done this for the last 4 years with Sourcewell, and for years in the government space, we've never had issues making the process to order process work for our customers.	*

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.	GPS Insight offers training programs for every customer on all products and services we offer. Trainings are available through our self-help resources, via live trainings over the web (Zoom) and in person trainings. Trainings are broken down into different categories aimed at delivering effective trainings that covers all the needs of GPS Insight customers and specific users. • Administrator Training. The initial live training session typically begins at the administrative level and focuses on establishing a list of users with varying degrees of account/software interface level access. • Non-Administrator Training. Additional training for non-administrative users. WebEx meetings can be recorded for play back for any individuals who are unable to attend. • Self-Paced Training. Online training courses are available for participants to take on their own time. Using recorded videos and a multiple-choice/interactive quiz, learners can assess how well they meet course objectives.	*
37	Describe any technological advances that your proposed products or services offer.	We offer technological advances in two primary areas. First, we leverage the latest technology from each of our hardware manufacturers and incorporate those advances into our software solutions. Specific examples of this include our camera solution utilizing the latest in Artificial Intelligence, Computer Vision and Edge Computing to drive advanced safety reporting, in-cab coaching and driver engagement. While we are positioned to incorporate these advances into our software very quickly and in an ongoing manner, our main technology difference is our software and how we use our software to simplify data management. We have specific product features that cater to fleets of all sizes and are designed to simplify the overall user experience and provide actionable insights with the data we provide.	*
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.	• The GPS Insight headquarters' facility (located in Scottsdale, AZ) has received the U.S. Green Building Council's LEED® certification for exceptional achievement in sustainable design. • GPS Insight has a partnership with the Go Green movement, which has resulted in the employment of a device-level script especially for hybrid vehicles that maintains a continuous trip as long as physical and/or electronic movement occurs within two minutes. • All GPS Insight devices are packaged using recyclable, plastic cases with limited shrink wrap. Installation manuals and inserts use a minimal amount of paper (duplex, small size) and provide QR codes for accessing additional content digitally.	*
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.	Because GPS Insight is not a hardware manufacturer, our company has not received eco-labels, rating,s or certifications on the hardware used in our solutions.	*
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.	n/a	*

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?	At GPS Insight, our business is customer-centric driven and our mission is to deliver innovative solutions and actionable insights to our customers. Our teams follow processes to ensure we provide our customers with industry best experiences for deployments, onboarding and training, and ongoing project implementation. With this in mind, GPS Insight's core competencies are as follows: • Consultative/Partnership Approach - We work together to build solutions for you. You know your fleet better than anyone, and we work to understand your requirements while coaching you on possible solutions. • Configurable Software - GPS Insight believes that no business is the same and that you deserve more than just a generic GPS tracking product. We give you the information you need, when you need it, the way you want to see it. • Dedicated Account Management - We provide resources for consultation, training, account reviews, adding devices, and more. • U.S.-Based 24/7/365 In-House Customer Support - Our Support team is always available by phone or e-mail to verify installations, troubleshoot issues, and answer questions. We want to help you get the most out of your investment. • GPS Devices for All Fleet Types - We provide devices for Light-Duty, Heavy-Duty, Electric, Hybrid, Powered/Non-Powered Assets, and Electronic Driver Logs. • • SOC 2 Type 2 Certified - GPS Insight is SOC 2 Type 2 certified/compliant and undergoes annual audit to maintain this status. Our goal as a business is to understand your strategic initiatives and connect data to your strategies to drive improvement. Lastly, we have processes, resources, and teams in place to ensure our customers are successful and able to measure project results.	*

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?	GPS Insight tracking devices and smart cameras are warrantied for the entire duration of the contract. For devices covered by warranty, GPS Insight will pay for the 2-day air shipping of replacement devices and/or peripherals. A 1 (one) year workmanship warranty is provided for all Professional Installations. These warranties are provided in detail for all products in our monitoring agreements and provided to all customers for review.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Water, excessive dirt/dust, excessive heat (e.g., melted devices), driver tampering, and electrical damage are not covered by the GPS Insight warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, warranty work covers travel time and mileage.	*
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?	no	*
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?	The warranties described above-include hardware made by other manufacturers. We provide this warranty above and beyond the original equipment manufacturer warranty.	*
47	What are your proposed exchange and return programs and policies?	GPS Insight has a Return Authorization policy for all hardware that must be exchanged or returned when not working. When a customer wishes to replace existing hardware, it can be purchased via our hardware upgrade plans, or via a device swap on new orders. The details of the Return Authorization (RA) process can be found in our monitoring agreement.	*
48	Describe any service contract options for the items included in your proposal.	GPS Insight provides a subscription-based service that can be procured through a device purchase or solution bundle. · Upfront Purchase: The most popular method for contracting includes an upfront purchase of the GPS hardware and a monthly subscription for the corresponding service. The subscription fee is typically paid on a monthly basis but can be paid in advance annually if preferred by the customer. Professional installation is also paid as a one-time upfront fee. · Bundled: Our products and services are also available in a product bundle, where the upfront expense is eliminated and the hardware is provided as part of the monthly service fee. Under both options the customer owns the hardware and can use the option preferable to their budget and procurement processes. Our agreements are also available on different term lengths.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	GPS Insight's default payment terms are net 30 but can be negotiated if required.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Our pricing schedule includes an upfront purchase option and a bundled option, which eliminates the need for financing or any upfront expenses.	*
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.	GPS Insight tracks all purchases by contract within our CRM and ERP system, NetSuite. Using this system we can easily pull ad-hoc reports, or schedule automated delivery of reports that show the details and summary of all purchases made through our Sourcewell Contract. This system is already in place, no work is required to provide these details. Additionally, all of this information is available within our data analytics tool, DOMO.	*
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?	yes, P-cards can be used for payment at no additional cost.	*

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 desribed in the RFP, the template Contract, and the Sourcewell 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 Sourcewell discounted price) on all of the items that you want Sourcewell 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.	Our pricing model for Sourcewell is represented by a significant discount % from our standard retail pricing. This discount varies by product line but on average is around a 15-25% discount from list price.	*
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.	the discount percentage for each solution type and purchasing method (bundle or upfront purchase) will vary but the discounts provided in the Sourcewell contract are between 15-30% on average.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the pricing discount provided to Sourcewell participating fleets, GPS Insight offers additional volume discounts based on fleet size. These discounts are extended in individual negotiations when using the Sourcewell contract.	*
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.	GPS Insight has not had to offer "sourced" products or services through Sourcewell to date, but if required can do so at a cost-plus % increase, not to exceed 10%.	*
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.	Trip charges for professional installation are not included in our list pricing. Trip charges only apply in certain situations and those are disclosed to customers in our Professional Installation Terms and Conditions. Trip charges are always presented to the customer in advance and must be agreed to in writing. Non-Standard Installation Work is provided in addition to the cost of Professional Install. This work is typically required for extensive out of cab wiring or custom integration work beyond a typical install. Non-Standard installation work is billed at an hourly rate and communicated to the customer upfront as part of the installation project plan.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping is included with our Sourcewell Pricing via UPS 2-Day Air. Some hardware must be shipped via Ground based on shipping rules for lithium ion batteries.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	these shipping options are available for Alaska, Hawaii and Canada.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers can choose to ship overnight at their expense or to have shipping billed to their UPS account number. We can also ship via FedEx for customers that prefer this shipping method and can use their contract for shipping rates.	*

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.	GPS Insight's Sales Operations team performs QA checks on all sales orders that are processed through our system, ensuring proper and accurate pricing in accordance with GPS Insight policies or the agreed-upon contract term with partners/purchasing alliances. GPS Insight utilizes and ERP/CRM solution that allows us to assign a buying agency to all customers utilizing a Cooperative Government Contract. As a result, all orders and invoices are tagged with Sourcewell Buying Agency identifier, which allows us to automatically track and report on all sales order, invoices and payments made on by customers utilizing Sourcewell's contract. This information is also integrated into our data analytics software, DOMO, to provide real-time visibility into contract performance. last, an employee in our accounting department is assigned the Sourcewell contract and has responsibility for reviewing all quarterly Sourcewell numbers and ensuring prompt delivery and payment of the administration fee.	*
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.)	GPS Insight will continue to pay Sourcewell a 2% administration fee under the next four years of this contract if awarded. While our Sourcewell Contract sales over the last 4 years have been positive and continued to grow, we expect that growth to increase dramatically over the next 12 months without any additional sales effort. This will be the result of two significant State Contract developments in the second half of 2020. These developments result in over 7,000 additional vehicles now reporting under our Sourcewell buying agency for the next four years. Considering that, and our consistent growth in new government business contracted through Sourcewell, we believe this is a mutually beneficial proposal for an administration 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.	GPS Insight offers four categories of solutions; Fleet Tracking, Smart Cameras, Field Service Management and Compliance. See 65 for a specific breakdown of each category.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fleet Tracking Solution includes our GPS Insight Standard, and Enterprise Product options. These three tracking solutions offer scalable products that more specifically meet the needs of our customers who may want a simple, more cost-effective solution, or our most advanced solution for fleets with hundreds, or thousands of vehicles with advanced reporting and administration requirements. Smart Cameras - Currently we only offer one Smart Cameras Solution, Driveri, but we plan to introduce an additional camera solution in early 2021, and would seek to add that to the our Sourcewell contract as soon as it's available. Field Service Management - multiple products are available within our Field Service Management Platform, and while typically reserved for non-government fleets, GPS Insight is willing to provide these solutions to customers who have a need and/or are interested. These solutions include advanced scheduling, routing, and job/work order management. Compliance - We offer multiple ELD/HOS products that are typically not applicable to most government fleets, but we also offer government-specific solutions for DOT requirements like pre and post-trip vehicle inspections.	*

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	○ Yes ◉ No	We provide integrations with the majority of FMIS and FMS companies including Faster, Chevin, Assetworks, RTA, Agile Fleet, ARI and others.	*
67	Fleet technology related hardware solutions	◉ Yes ○ No	Our software solutions include products that require hardware that is installed in the vehicles.	*
68	Fleet related software solutions	◉ Yes ○ No	Our Tracking, Smart Camera, Field Service and Compliance Solution are all software solutions for fleet.	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	◉ Yes ○ No	We offer our Standard and Enterprise Tracking Solutions	*
70	Motor pool and fleet sharing solutions	○ Yes ◉ No	we offer integrations to multiple companies that offer Motor Pool and Fleet Sharing Solutions.	*
71	Integrated video solutions	◉ Yes ○ No	Our Smart Camera Solution, Driveri, offers integrated video solutions for Driver Safety.	

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.	At GPS Insight we use multiple software products, including our ERP platform (Netsuite) to push data into our data analytics engine DOMO. Utilizing Domo, we are able to track numerous key metrics across every part of our business. These metrics/KPI's include, but are not limited to lead volume by source, open pipeline by sales team and or vertical (gov specific), conversation rates on opportunities by sales stage, revenue by contract source, # of rfp's open, vehicle/unit count per opportunity etc. We have	*
73	Describe your approach to data privacy in regard to your proposed solution(s).	GPS Insight is Soc 2 Type 2 Certified and undergoes annual audits to ensure our compliance with the policies and procedures required to achieve that certification. That ensures data privacy, as well as other data protection mechanisms are in place.With the systems we have in place today, our ability to use data is nearly unlimited and is a key part of how we make decisions and drive performance across all areas of our business.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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. - Tyler Mortensen, VP - Strategic and Government Business, GPS Insight

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	☑	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	☑	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	☑	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	☑	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	☑	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	☑	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	☑	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	☑	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1