

**Solicitation Number: 020221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IVS, Inc., dba AngelTrax, 119 South Woodburn Drive, Dothan, AL 36305 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Vendor 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

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Vendor's acceptable forms of payment are included in 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 Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, 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.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Vendor will pay an administrative fee to Sourcwell 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell 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 the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

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

Sourcewell

IVS, Inc., dba AngelTrax

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/24/2021 | 1:56 PM CDT

DocuSigned by:
Sally Klein
3C495E0856D3472...
By: _____
Sally Klein
Title: Contract Director
Date: 3/24/2021 | 12:52 PM CDT

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 3/24/2021 | 2:04 PM CDT

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: IVS, Inc.
Does your company conduct business under any other name? If yes, please state: AngelTrax
Address: 119 South Woodburn Drive
Dothan, AL 36305
Contact: Sallyayn Klein
Email: sally.klein@angeltrax.com
Phone: 334-692-4600 4611
Fax: 334-692-4600
HST#: 04-3699455

Submission Details

Created On: Monday January 04, 2021 12:25:32
Submitted On: Monday February 01, 2021 20:23:08
Submitted By: Sallyayn Klein
Email: sally.klein@angeltrax.com
Transaction #: 60f69bb7-eed6-4685-8e04-24243cc1a8da
Submitter's IP Address: 64.91.45.130

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):	IVS, Inc. dba AngelTrax
2	Proposer Address:	119 South Woodburn Drive Dothan, AL 36305
3	Proposer website address:	www.angeltrax.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):	Sally Klein Contract Director 119 South Woodburn Drive Dothan, AL 36305 sally.klein@angeltrax.com 334-692-4600 ext 4611 1-800-673-1788
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sally Klein Contract Director 119 South Woodburn Drive Dothan, AL 36305 sally.klein@angeltrax.com 334-692-4600 ext 4611 1-800-673-1788
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	*** Heather Ormsby Installation Director 119 South Woodburn Drive Dothan, AL 36305 heather.ormsby@angeltrax.com 334-692-4600 ext 4611 1-800-673-1788

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.	<p>*** GENERAL NOTE REGARDING ANGELTRAX BID RESPONSES: We have uploaded a file of Attachment documents cross referenced by the Table number. Where an attachment file is relevant to a response, the Attachment File will be identified within the response or at the end of the response for the line item.</p> <p>*** Please refer to TABLE 2 - Company Information and Financial Strength. This entire file quantifies AngelTrax as a major manufacturer with great presence in the market and will provide you with information attesting to AngelTrax ability to not only meet your members expectations, but to exceed them. You will see that AngelTrax has the financial means, support staff and proven procedures to provide your members the equipment, services and support at a level that exceeds the scope requirements in this RFP.</p>

8	What are your company's expectations in the event of an award?	<p>*** AngelTrax expectations would be to provide all of AngelTrax existing and future customers an existing contract that will facilitate their purchases; thereby, saving them the time and expense of publishing an individual RFP.</p> <p>We would expect that we can partner with Sourcewell for support to our sales team at their industry trade shows, in respect to supplying them with the needed contract identification materials, and / or hand-outs.</p> <p>Although the Sales Executives will receive training on the contract, at times the Sourcewell Member may have contract questions that the Sales Executive is not able to answer and we would hope that a contract representative would be available to assist with obtaining the answers for your member.</p> <p>During any internal self-assessment of our contract performances, we will need whatever guidance or recommendations that may be available, in order to resolve the identified obstacles that our Sales Executives are experiencing in closing sales through our contract.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to TABLE 2 - Company Information and Financial Strength. titled "Bank Letter", from John H. Peacock, Vice President of Servis 1st Bank, attesting to AngelTrax Financial Stability and Viability.	*
10	What is your US market share for the solutions that you are proposing?	*** We are unable to provide this information.	*
11	What is your Canadian market share for the solutions that you are proposing?	*** We are unable to provide this information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	*** No; AngelTrax has never petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>***Angeltrax is a leading designer, manufacturer and provider of in-vehicle mobile surveillance for the student transit, University transit, mass transit, fleet/driver behavior with AI, locomotive, waste management, Paratransit, Ambulance and Law Enforcement.</p> <p>We have a staff of Sales Executives strategically located in the Midwestern, Mid Central, Great Lakes, Northeastern [inclusive of Canada], Mid Atlantic, Southeastern Regions and Sales Executives specifically for the OEM and Transit Markets.</p> <p>Our sales primarily are derived from government agencies, quasi government agencies, K-12 and higher education agencies, Master Dealers, Dealers and OEMs.</p> <p>We have a full staff of highly trained and certified Field Engineers that perform Installations, Removal of existing systems, Preventative Maintenance, On-site Warranty services (when required) and Certifications of end-users staff for AngelTrax product installations. In order to meet the scheduling needs of your members, we will occasionally use Certified Sub-Contractors.</p> <p>The Sub-Contractors, Dealers, Master Dealers and OEMs are employees of their respective third-party company. Our Sales and Installation staff are employees of AngelTrax.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	*** AngelTrax holds many licenses and certifications. All sales of your members will be researched in detail to ascertain any licensing, tax and certification requirements on a sale-by-sale basis. Although, AngelTrax will always be the prime contractor; however, in the event a sub-contractor is to be utilized, they will be informed of any flow-down requirement(s) and their documentation will be made a part of our file.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	*** AngelTrax has never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>*** AngelTrax was among the recipients of the 2015 EMS World Innovation Awards for our patented Virtual Synchronized Mapping technology (submitted under our law enforcement brand name VizuCop).</p> <p>AngelTrax holds patents on the following three (3) Industry Products: Virtual Synchronized Mapping (VSM) Hybrid Component Technology Hybrid Component Technology with PARALLAX View (Patent Pending)</p> <p>Please see Table 3 & 4 - Awards & Testimonials Attachment File titled, "EMS World - December 2015" and Table 3 & 4 - Awards & Testimonials Attachment File titled, "Customer Recommendations", for the recognition of our company and customer service; which we feel is the highest and most reliable recognition.</p>
17	What percentage of your sales are to the governmental sector in the past three years	*** We are unable to separate our sales by the entity category of the end-users. All categories of Sourcewell eligible members also represent the end-users of AngelTrax sales. Therefore, collectively the end-users of governmental and education sectors represent 100% of our sales.
18	What percentage of your sales are to the education sector in the past three years	*** We are unable to separate our sales by the entity category of the end-users. All categories of Sourcewell eligible members also represent the end-users of AngelTrax sales. Therefore, collectively the end-users of governmental and education sectors represent 100% of our sales.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>***Contracts TOTAL \$10,475,242.00</p> <p>GSA-CONTRACT \$ 1,356,188.00 PEPPM - PA and CA \$ 2,718,329.00 STATE-DE \$ 824,668.00 STATE-LA \$ 992,458.00 STATE-NC \$ 267,458.00 STATE-NC-STOP- ARM \$ 18,883.00 STATE-NJ -HUNTERDON-ESC \$ 307,147.00 STATE-NM -CES Cooperative \$ 50,552.00 STATE-PA- Stop Arm \$ 1,324.00 STATE-TX-DIR \$ 743,881.00 STATE-TX-BuyBoard \$ 3,194,354.00</p>
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?	*** AngelTrax GSA 1,356,188.00

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 *
Fulton County Schools (GA)	Vickie Cross	470-254-2287
School Distract of Greenville (SC)	Mr. David Poag	864-355-8877
Calvert Public Schools (MD)	Ed Cassidy	410-535-7227
Wicomico Public Schools	Desmond Hughes	410-677-4497

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 *
Henry County School District	Education	Georgia - GA	Provide, Install and support MDVR systems	Customer since 2011 Reported Sales since 2017-2020	\$1,554,259.99
Cypress Fairbanks ISD	Education	Texas - TX	Provide, Install and support MDVR systems including Wireless Equipment and Services	Customer since 2007 Reported Sales since 2017-2020	\$1,544,910.20
Goose Creek CISD	Education	Texas - TX	Provide, Install and support MDVR systems including Wireless Equipment and Services	Customer since 2011 Reported Sales since 2017-2020	\$ 959,719.10
School District of Greenville	Education	South Carolina - SC	Provide, Install and support MDVR systems including Wireless Equipment and Services	Customer since 2011 Reported Sales since 2017-2020	\$ 845,344.93
Fulton County Schools	Education	Georgia - GA	Provide, Install and support MDVR systems including Wireless Equipment and Services	Customer since 2013 Reported Sales since 2017-2020	\$ 569,215.10

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.	<p>*** AngelTrax has Sales Executives strategically located across the USA. The Sales Regions are Midwestern, Mid Central, Great Lakes, North Eastern (including Canada), Mid Atlantic, Southeastern, and South Central. Additionally, we have Sales Executives for OEM's and Transit Sales. Our National Sales Manager works out of our Corporate Office located in Dothan, AL</p> <p>We realize how difficult it is to truly understand the capability of any product by the written word, photos and diagrams. We would welcome the opportunity to show Sourcewell's Evaluation Board Members the capabilities of our wireless services via a webinar at your convenience.</p> <p>Please see Table 2 – Company Information and Financial Strength Attachment File Titled: AngelTrax Company Profile – Qualifications and Experience – “AngelTrax by the numbers”, “Sales and Purchasing Support”, “Our People”, and “Company Structure”,</p>
24	Dealer network or other distribution methods.	<p>*** Although we have dealers, master dealers and OEM's, whom market our product line, they are not included in our bid submission.</p>
25	Service force.	<p>*** AngelTrax offers Free Technical Support, out of our corporate offices located in Dothan, Alabama via Toll Free Number, by highly trained and certified technicians. We offer On-site Installation Services and On-site Technical Support (when required), by a staff of highly trained Technicians and highly trained and Certified AngelTrax Field Engineers. We also have Certified Trained Sub-Contractors that assist our in-house Field Engineers, to better serve the scheduling needs of our mutual customers.</p> <p>Please see Table 2 – Company Information and Financial Strength Attachment File</p> <ul style="list-style-type: none"> • Company Profile: Qualifications and Experience – Who We Are – titled, “Exceptional Customer Service: • Company Profile: Qualifications and Experience Company Operations – titled “Unsurpassed Customer Support” • Company Profile: Qualifications and Experience Company Operations – titled, “Technical Support”

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>*** AngelTrax is proud to offer exemplary customer service and support that is unmatched in the transportation industry. We believe that effective customer service comes from not only meeting customer needs, but also surpassing their expectations. Our knowledgeable and professional Technical Support Team is available by phone ready to address your questions or concerns and will initiate any site-visits when necessary. From product inquiries to playback software training, we're here for you when you need us.</p> <p>Please see Table 9 Warranty Info Attachment File for a sample warranty and the detailed Process for service.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>*** Over the last several years AngelTrax has had multiple lengthy conversations with your staff about our anticipation of the expiration of the existing contracts and subsequent rebid that would enable our participation and opportunity to become an Awarded vendor of Sourcwell. As a leading vendor in this market, we have all required aspects of your members needs incorporated into the design of our product options and service solutions. AngelTrax can and will provide them with the innovation, service and reliability both in product and company.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>*** Over the last several years AngelTrax has had multiple lengthy conversations with your staff about our anticipation of the expiration of the existing contracts and subsequent rebid that would enable our participation and opportunity to become an Awarded vendor of Sourcwell. As a leading vendor in this market, we have all required aspects of your members needs incorporated into the design of our product options and service solutions. AngelTrax can and will provide them with the innovation, service and reliability both in product and company.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>*** AngelTrax can serve all geographic areas of both United States and Canada.</p>	*
30	Identify any Sourcwell 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?	<p>*** AngelTrax offers various contracts for alternative purchasing options that can serve both regional and complete sectors of the United States and Canada.</p> <p>No existing contract limits our ability to promote another contract. AngelTrax will take every available opportunity to include the Sourcwell Contract to all eligible existing and future customers.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>*** AngelTrax GSA contract is limited to CONUS</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>***The AngelTrax marketing strategy for the contract will be a multi-faceted plan involving the Marketing Department, the National Sales Department and the Bid Department.</p> <p>Upon award/renewal of the contract to AngelTrax, the AngelTrax Marketing Department will include the awarded contract information on the Purchasing Page of the company's website, www.angeltrax.com, as an Alternative Purchasing Method for customers seeking an alternative to the bid process.</p> <p>AngelTrax will include the new contract information in our template for AngelTrax proposal books. In response to a published Request for Proposals (RFP), AngelTrax creates a full color, customized, customer-specific proposal book for print or electronic submission. The contract number will be included on the Alternative Purchasing Methods page.</p> <p>AngelTrax National Sales Executives will be notified of the contract award and will notify new and existing customers in each of their respective territories, to advise their customers of the most efficient methods for purchasing AngelTrax systems. AngelTrax sales executives will take advantage of remote and face-to-face opportunities with potential customers to advise them of the contract, the AngelTrax contract award and how it benefits their organizations.</p> <p>Contract information may be included in other print and electronic marketing materials to notify customers that AngelTrax has been awarded the contract.</p> <p>Please see Table 7 – Sample Marketing Material Attachment File for samples of our marketing materials.</p>	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>*** At AngelTrax we utilize the latest technology available to reach our core clientele and promote our brand with transportation directors in the student transit, mass transit, fleet/driver behavior, locomotive and waste management industries across the nation. With more than 20 years in the mobile video surveillance industry, we are able to connect with users on a personal level by assessing industry needs and providing innovative solutions.</p> <p>Through social media platforms we are able to share news stories, distribute our latest company announcements, address common problems that fleets face on a daily basis and provide information on how we can solve these problems. With implementation of direct emailing campaigns, we are able to promote new industry-specific products while raising brand awareness for potential and current customers. Being able to narrow down the email recipient list to target certain industries allows for more flexible marketing. For example, we have seen that while a certain strategy or product may be suitable for mass transit, it may not be as relatable for school transit. Tailoring an email campaign is a vital marketing strategy we use routinely in order to drive sales and generate website clicks, gaining the trust of our partners and earning new sales opportunities continually.</p> <p>On our website, clients and future clients can find information on our latest products, the industries we serve and who we are as a company. Current clients are given password-protected access to our Software Downloads page, our How-To Videos page and our Document Downloads page, which is where we house technical documents such as technical specifications, product manuals, installation instructions and more, because we believe in providing our customers with the best tools to ensure a successful partnership.</p> <p>Using the latest technology, we have created industry-specific videos that showcase our products and how they are used to help create a safer environment, not just for your organization but for your drivers, passengers and community as a whole. These videos allow us to connect with the industries we serve on a more personal level, with a visual representation of who we are and how we are able to help each and every surveillance need of the individual industries.</p> <p>By providing live training in person and via webinars, we keep clients up to date on new and current products. This interactive client training process promotes the highest level of trust and commitment, allowing us to connect not only on a professional level, but on a personal one as well. We believe in the power of forming true partnerships with our clients, and we offer continued communication because we are determined to provide the highest level of customer service needed to build long-lasting relationships.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>*** In our view, Sourcewell's role in promoting contracts arising out of this RFP includes the following:</p> <ul style="list-style-type: none"> • Include AngelTrax as a Sourcewell contract awardee on the Sourcewell website and on any other contract vendor information. • Provide Sourcewell membership materials to be included in our industry trade show booths for those interested in membership. • Provide support for our sales team, at no cost, including training on our Sourcewell contract. <p>Upon receiving award of the Sourcewell contract, AngelTrax will integrate this contract into our sales process in the following methods:</p> <ul style="list-style-type: none"> • Upon approval from Sourcewell, we will publish Sourcewell contract information on our website's Purchasing page. • Our national sales executives will share our Government Contract Information page about the Sourcewell contract with current and prospective customers. • If provided, Sourcewell membership materials will be available in our booth at industry trade shows. • If provided, Sourcewell promotional materials and giveaways will be available in our booth at industry trade shows.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>*** N/A (We do not offer an e-procurement option. Our sales are accomplished through direct contact with a member of our National Sales Department.)</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>36</p>	<p>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.</p>	<p>*** As an added value, AngelTrax does not charge for the Initial Training. We provide basic training at the time of installation and a full training session after the installation is completed, scheduled by AngelTrax Lead Trainer. Your member will determine the unlimited number of their staff to be trained in this full session. Currently, due to Covid-19, training is handled via webinar, otherwise would be performed on the member's site.</p> <p>We also offer several other training options via webinar, for situations such as refresher courses or to train new employees. We have many documents describing step-by-step instructions, manuals, wiring diagrams, installation guides, and others available 24-7 at no additional cost.</p> <p>Our Technical support staff of highly trained technicians is available Monday - Friday 8 AM to 5:PM CST and can diagnose issues with any product by logging onto the end-user's computer via Log-Me-In Rescue. 90% of issues are resolved by this method. This service is available at no cost for issues on product or services with or without a warranty.</p> <p>Of course, additional on-site training is also available for an additional cost whether it is for training on system usage or for Certification for AngelTrax Product Installation.</p> <p>Please refer to Table 2 – Company Information and Financial Strength Qualifications and Experience, Technical Support - "Product Education Support Qualifications and Experience, Our People – "Billy Ernst, Product Training Specialist" Sample Project Timeline – Project Phases – "Phase 3" Sample Project Timeline – "System Training Plan" Sample Project Timeline – "Project Training Materials"</p>
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37	Describe any technological advances that your proposed products or services offer.	<p>***</p> <p>Intelliguard Automatic Detection of a Stop Arm Violation: This system will automatically detect a stop arm violation and tag the video as such, with no interaction by the driver. Conventional systems would require the driver to tag the video with the activation of the event button. If the driver failed to activate the event button a manual viewing of the complete video run would be required to locate the video of the violation.</p> <p>Patented Modular Component - Slide Rail Technology: Fully Serviceable on site: This technology is found on our HC Series DVR/NVRs. Each tray in an AngelTrax HC Series DVR/NVR, includes the mother board and power board designed as a separate slide-rail component. This allows each component to be removed from the unit's housing and serviced independently from the rest of the DVR, eliminating the need to uninstall the DVR and return it to AngelTrax for repairs. Users' service tasks are reduced to unlocking the DVR, removing one tray and inserting another, drastically reducing the time for repairs and protecting the agency's liability by reducing the amount of time that no video would be available.</p> <p>Instantly Add New Features: Technology changes at a faster pace today than ever before. AngelTrax's hot swappable component design can give you the edge you need to meet your current mobile surveillance needs, while also securing the option to integrate new and more advanced features as your needs evolve. Built with the same modular design, Hybrid DVR upgrades are installed just as quickly and maintained just as easily as the DVR's standard swappable trays. Adding wireless connectivity, VSM capability or even just additional storage space is as simple as adding a new component. Conventional solutions would require a user needing to upgrade to the newer technology or have the capability to add additional features to replace the DVR. Lowest Cost of Ownership: Unique in the mobile video industry, AngelTrax's patented Hybrid Component technology offers the shortest downtime and lowest cost required for service and maintenance. Both can now be performed by the user on site. There are savings associated with the additional extended life that this technology brings to the user.</p> <p>Patented Virtual Synchronized Mapping Technology: AngelTrax's patented Virtual Synchronized Mapping (VSM) technology is the only mobile video surveillance GPS mapping system of its kind and it is the only truly synchronized GPS mapping technology available in the industry. VSM accomplishes true video GPS mapping synchronization by embedding the actual GPS map and data into the recorded video footage. Because VSM GPS data is embedded in the video footage, a permanent location record is created and cannot be altered due to Web-based map updates, so the location record remains unchanged. Every stop, start and turn is perfectly synced with the highest quality audio and video from all the right angles. You can simultaneously view passengers' exact entrance and exit points, including location data such as street names and intersections. As you watch passengers board or depart the vehicle, VSM displays the location in full map view. You now have conclusive, accurate evidence of where your passengers board and depart the vehicle. Considered to be a more accurate option over conventional GPS mapping, the VSM data is so accurate that it is the only synchronized GPS mapping system that is consistently accepted as admissible evidence in court.</p> <p>Patent Pending – PARALLAX VIEW Camera Configuration: AngelTrax developed the new lens concept of Parallax View for large transit bus applications, that would yield a field of view of almost 210 degrees with each camera. Therefore, the camera was actually looking behind itself with ZERO DISTORTION, as found on 360-degree cameras. Coupled with 4K resolution, Parallax View images are incredible. Combining four Parallax cameras in a quad configuration gave full-scale 360-degree views with no distortion, captured clear audio and covered every inch of the inside of the bus. At no time will any views be totally blocked as found in the fisheye camera. And the cost is very comparable with other fisheye 360-degree cameras found in the market.</p> <p>Driver Behavior Safety System Analytics: The Vulcan Series CoPilot System is the only driver safety system with automated driver data collection, automated driver scoring, direct driver coaching and 1080P camera coverage: interior, exterior, windshield and cab. AngelTrax's unique data collection and algorithms, along with Direct to Driver coaching, reduce the risks of wrecks and fatalities.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>*** N/A. AngelTrax products do not apply to these certifications.</p>

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	*** Patented Hybrid Component Technology MDVRs/MNVRs are constructed of military grade materials, and are ruggedly built and engineered with upgradeable modular components which can extend the life of the DVR/NVR beyond conventional designs. Innovations such as this set AngelTrax apart in durability and longer equipment life. AngelTrax customers often redeploy units from retired buses to new ones. These MDVRs/MNVRs offer Slide-Rail technology, allowing the components to be removed singularly for repair/replacement. These features greatly reduce the volume need in landfills.	*
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.	***AngelTrax does not have WMBE, SBE or Veteran Owned Certifications	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>***</p> <ul style="list-style-type: none"> • AngelTrax products are dependable and reliable with a less than 1% return rate. • AngelTrax offers unmatched innovation, by leveraging the most advanced technology available and applying a constant stream of customer feedback, resulting with the latest available and one-of-a-kind solution. • AngelTrax can customize any end-user's solution based on their individual affordability restraints and/or technological needs, exceeding industry standards. • AngelTrax does not sacrifice image and sound quality for faster wireless download times or cheaper, less effective solutions. We offer the most advanced camera solutions that consistently capture high-resolution audio and video, providing an accurate representation of every incident and creating court admissible evidence • Angeltrax offers excellent Customer Service, second to none, with reliable and efficient, specialized team of engineers and technicians who resolve most product issues during the initial phone call or email conversation. All customer service is conducted by AngelTrax and not outsourced to a third-party. • Drawing from diverse technical expertise, extensive industry knowledge and constant customer feedback, AngelTrax continues to meet and exceed the needs of transportation providers around the globe. • AngelTrax bridges the Gap between Safety and Security for all Fleets, with its revolutionary driver safety system, complete with automatic driver scoring, and direct driver coaching. This safety system offers the tools to detect and coach unsafe driving behavior and provides the video to see the root cause, showing the context behind the data, which helps eliminate accidents as well as casualties. This safety system can automatically evaluate a person's driving habits, but more importantly can predict in advance, based on those habits which drivers of your fleet will be most likely involved in an accident, identifying the areas in which additional individual coaching is needed. • AngelTrax technologies help reduce liability, increase ROI and improve public safety. • AngelTrax was built on the premise of product research and development. The more we learn about the needs of customers from the customers, the more efficient our products and services become. As a technology leader, we're driven to not only create highly inventive products, but also solutions that work. When you ask for a solution, we answer with the most reliable, most innovative and thought-out surveillance solutions available to the market. We pride ourselves in having a history of being first to market with our latest mobile surveillance technologies. • AngelTrax offers free shipping and handling for all sales within the Continental United States. 	*

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?	<p>*** Yes. We have attached a sample warranty that has clearly defined warranty aspects of our products.</p> <p>Please see Table 9 - Warranty Attachment File which includes a Sample Warranty and a document with detailed information on AngelTrax process for Returning AngelTrax Products for Service.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>*** If a product is installed or repaired by a non-certified contractor, should an issue arise due to the installation or repair of that product, the warranty would be voided.</p> <p>If a product is received by AngelTrax from the end-user with the serial number removed or defaced, the warranty is void. The product will not be repaired under warranty and will be returned freight collect.</p> <p>Please see Table 9 – Warranty Attachment file for a sample copy of AngelTrax</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>*** Yes, If an AngelTrax product is under warranty, it will be either repaired or replaced at no cost to the end-user.</p> <p>If a product is beyond the warranty period, a quote will be prepared and given to the member for costs involved in the repair or replacement.</p>
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?	<p>*** We can provide warranty repairs for all of the United States and Canada. AngelTrax has staff of Certified Angeltrax Field Engineers and/or Certified Sub-Contractors (if needed) that will satisfy the warranty requirements in the United States and we have Certified Sub-Contractor that will satisfy the warranty requirements in Canada.</p>
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?	<p>*** If any product was from a third-party manufacturer, AngelTrax would be the prime contractor on all sales derived through this contract and would be handled through AngelTrax Corporate Office by following the return of product process shown in the document in Table 9 Attachment File.</p>
47	What are your proposed exchange and return programs and policies?	<p>*** For non-warranty issues: No returns will be accepted after 30 days from invoice date.</p> <p>A 15% restocking fee will be added to all eligible returned items.</p>
48	Describe any service contract options for the items included in your proposal.	<p>*** AngelTrax offers the following service options, which due to the vastness of Sourcewell's members locations, fair and equitable prices will be quoted upon request for the actual service being purchased.</p> <p>Preventative Maintenance Agreement Service Contract Extended Warranty; up to five (5) Years Certification for Installation / Routine Maintenance - Extended Warranty; up to five (5) Years</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	*** AngelTrax payment terms are Net 30.
50	Describe any leasing or financing options available for use by educational or governmental entities.	*** We outsource our equipment leasing options currently through Southlake Capital at the then current rates.

51	<p>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.</p>	<p>***AngelTrax order process is as follows:</p> <ol style="list-style-type: none"> 1) End-user requests a formal Sourcewell contract quote. 2) Our Inside Sales Department prepares the quote listing each item ordered and includes a unique manufacturer product number (Contract Product Number) that has been created and assigned to this specific contract, for the purpose of tagging the invoice as a Sourcewell Contract Sale. The quote is sent to the end-user via email. 3) Any changes to the quote are created on a revised quote (identified by sequential suffix number) until a final quote has been agreed upon by both AngelTrax and the end-user. 4) The end-user forwards their Purchase Order to AngelTrax 5) The Inside Sales Department processes the Purchase Order and creates an AngelTrax Order. 6) The AngelTrax Order is processed and Picking Ticket is sent to the Warehouse for processing. 7) The warehouse pulls the product and the product is transferred to the Production Lab for final testing of equipment, and installation of any equipment onto the DVR. 8) The Production Lab transfers the product back to the Warehouse for shipping. 9) The warehouse will check the contents of each shipment box and notate the initials of the personnel packing the shipment, the contents of each box and weight of each box on the picking ticket. They will create the packing slip and shipping label and prepare the shipment for pick-up by the appropriate freight company. <p>AngelTrax Monthly Reporting process is as follows:</p> <ol style="list-style-type: none"> 1) The first of every month, the Accounting Department will run a report of sales for the then current previous month for invoices that include the Contract Product Number. This report lists all end-users, Invoice Number, Invoice Date and unique Contract Product Number, accompanied by a copy of the invoice showing all line items. 2) The Contract Director will enter this data into AngelTrax Contract Sales Report and onto the Sourcewell Sales Report, if applicable. 3) The Administrative fees will be computed and submitted to Accounting for payment. <p>AngelTrax Quarterly Reporting process is as follows:</p> <ol style="list-style-type: none"> 1) The end of every Quarter, the Accounting Department will run a report of sales for the then previous Quarter. This report lists all end-users, Invoice Number, Invoice Date and unique Contract Product Number, accompanied by a copy of the invoice showing all line items. 2) The Contract Director will compare the current and previous months entries on the AngelTrax Contract Sales Report and the Sourcewell Sales Report, if applicable, ensuring all sales are listed. 3) The Administrative Fees will be computed and submitted to Accounting for payment. <p>AngelTrax's Dealers and OEM's will not be included in our bid submission. Sourcewell members will submit their purchase orders directly to AngelTrax; and AngelTrax will report all Sales accordingly.</p>
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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, we accept P-card procurement. There is no additional cost associated with payment processing. The end-user would be required to provide credit card number, name on card, billing address, expiration date and security code. After processing the sale, the end-user would be provided a receipt via email.	*
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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the 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.	*** AngelTrax is submitting product-category line-item discount from MSRP as a ceiling pricing. Please see Table 12 - Bid Pricing - Sourcewell Attachment File for our submitted Price List.
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.	*** AngelTrax submitted Pricing is ceiling based on percentage discount from MSRP; with a percentage range from 0% (pass-through pricing) to 60%.
55	Describe any quantity or volume discounts or rebate programs that you offer.	*** There are many factors involved in pricing our sales and they are inclusive of considerations for the not only the quantity being purchased, but other considerations as well, such as, if we are in direct competition with a competitor vendor to win the sale, the size of the members entire fleet (future sales) to name a few. Therefore, AngelTrax submitted Pricing will be ceiling pricing. AngelTrax offers a DVR Trade-up option, which is calculated using an additional 5% discount than the discount received on the original DVR purchase (up to no more than 65% from MSRP Pricing). This requires the original DVR to be returned to AngelTrax within 30 days or the member will be billed for the difference up to the contract submitted price. This program offers affordable upgrades to newer technology than they previously purchased.
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.	*** AngelTrax includes the tag, "OPEN MARKET" in the description of any product that is not on the contract. The discount offered on OPEN MARKET items range from 0% to 60%. Due to the accelerated rate in technology advancements, AngelTrax will update its' price list throughout the year, in order for new products to be available for purchase under this contract.
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.	*** AngelTrax includes all costs cost related categories in our submitted pricing with the following variants: Labor Labor Rates do not include travel expenses and are based on a per-manhour "ceiling" rate. Our required quote will include and show the total cost based on the products and services purchased. Sales Tax: AngelTrax does not collect nor pay any out-of-state (AL) Sales Tax; therefore, tax is not included. Our required quote will include and show the Sales Tax as a line item, if required by law. Preventative Maintenance and Service Agreements: Due to the vastness of your members locations, these services will be customized to the members needs and quoted upon request.
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.	*** Standard Shipping and Handling is offered at no cost for delivery within the Continental United States. Expedited shipping is available upon request and will be added to the invoice.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	*** Fair and equitable Shipping and Handling charges will be included and shown on the required quote for delivery locations outside of the Continental United States, based on the product and services being purchased.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	*** N/A – AngelTrax does not have any unique distribution or delivery methods or options.

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.	Please see Table 12 - Bid Pricing - Sourcwell Attachment File for our submitted Price List. Please see Table 12 - Sampling of Product Info

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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	<p>*** When awarded, a checklist will be created and attached to the quote for internal use that will outline all requirements, including verification of contract pricing and the inclusion of the Contract Product Number for tracking the sale as a Sourcwell Contract Sale. AngelTrax has an electronic Contract file that includes the pricing list and this required checklist of bid requirements. A check list is created and completed for every quote and/or order to ensure that the pricing is correct and that all requirements have been met.</p> <p>Prior to computing the Administrative Fee each Quarter, Accounting runs a report of all sales associated with the Contract Product Number assigned for this contract. This list is compared to the ongoing monthly list of all contract sales.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	<p>*** AngelTrax agrees to pay Sourcwell a 2 % Administrative Fee based on Total Sale less any Shipping and Handling Charges.</p>

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>***AngelTrax offers many solutions of the Mobile Digital Video Recording or Network recording systems for the members to choose from; and each sale includes free custom evaluation and recommendation based on their needs and budget.</p> <p>In order to avoid redundancy, our Price list includes a detailed description of each items. Please see Table 12 - Bid Pricing - Sourcewell Attachment File for our submitted Price List., for the product descriptions.</p> <p>However, below is a list of the category of our products and services</p> <p>Recorder Hard Drive and Hard Drive Case Cameras G-Force, GPS and Tracking Wireless Equipment Wireless Services Labor</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Recorder: DVR or NVR</p> <p>Recording Medium: Platter Hard Drive or Solid-State Hard Drive or SD Card Various GB Sizes available for each</p> <p>Cameras: Interior or Exterior Captured View Type: HD, IP, Low Profile, Flush Mount, Dual Lens, Stop Arm, Auto detection Stop Arm, Backing, Driver View Various mm sizes available</p> <p>G-Force & Tracking: G-Force, Passive GPS, Virtual Synchronized Mapping (VSM)</p> <p>Wireless : Wi-Fi Equipment Access Points Modem</p> <p>Cellular Equipment Data Plan Modem</p> <p>Wireless Services MotoTrax Live View Live Tracking Driver Behavior Pro8 Central Management System Hosted Servicer Services</p> <p>Labor: Labor - Installation, Uninstall, Labor - Wireless Labor – Certification</p>

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

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

Line Item	Category or Type	Offered *	Comments
66	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide a limited amount of vehicle maintenance data for servicing the vehicles
67	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We integrate with third-party to provide passenger counters, tracking, routing, etc.
68	Fleet related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	MotoTrax online and Pro8CMS provides a limited amount of data for maintenance tracking
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide MotoTrax and Pro8CMS, which is a full AVL & Video Monitoring System
70	Motor pool and fleet sharing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes: We can integrate with third-party to share the video between shared vehicles, as well as programing in our video playback software (Pro8CMS) the shared vehicle video independently by the assigned vehicle numbers.
71	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes: Pro8CMS & MotoTrax have full integrated video solutions

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.	<p>*** AngelTrax will be running sales reports each month and will use this data to analyze the success with the contract. If sales are not as expected, we will then further research the obstacles that the Sales Executives are having to determine if we can be doing anything different in order to close the sales.</p> <p>We have the ability to identify the open quotes issued under this contract. We will further investigate those quotes to determine the delay in purchase.</p> <p>In reviewing our account, please note that sales of our product to our customer base requires Board approval. As such, the quotes are step one of many required before it reaches the appropriate Board Meeting Approval. In most cases, these sales have an extensive lag time between quote and purchase order – sometimes in excess of one year.</p>
73	Describe your approach to data privacy in regard to your proposed solution(s).	<p>*** As a leader in the development of mobile video surveillance technology, AngelTrax is dedicated to protecting vital digital information by identifying potential vulnerabilities and proactively addressing them to reduce risk. AngelTrax is a trusted provider of secure mobile video surveillance solutions with the foremost product security features.</p> <p>These features are detailed on Table 2 – Company Information and Financial Strength, Angeltrax Company Profile, Qualifications and Experience, titled “At AngelTrax, Security Matters”, “Cookie Policy” and “Privacy Policy”.</p>

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
N/A	*** AngelTrax has no Exceptions to Terms, Conditions, or Specifications	

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. - Sally Klein, Contract Director, IVS, Inc. dba AngelTrax

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

Yes No

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

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

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