

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TELUS Communications (U.S.) Inc., dba SkyHawk Telematics, 238 Torbay Road, St. John's NL Canada A1A 2H4 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned 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. Vendor will require Participating Entity's acceptance of Vendor's then-current SAAS Agreement, as applicable. 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. Sourcwell, 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell 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, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor's indemnification and liability obligations to a Participating Entity will be as set forth in Vendor's SAAS Agreement, subject to the limitations set forth therein.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

3. *Use; Quality Control.*

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

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell 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. Obligations as between Vendor and a Participating Entity will be as set forth in Vendor's SAAS Agreement, subject to the limitations set forth therein.

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 Sourcwell 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, Sourcwell 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 Sourcwell 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 Sourcwell 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:

\$2,500,000 each accident for bodily injury by accident

\$2,500,000 policy limit for bodily injury by disease

\$2,500,000 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. At a minimum, coverage must include premises liability, bodily injury and property damage, products-completed operations liability, contractual liability, blanket contractual liability, non-owned automobile liability and personal injury and advertising injury. All required limits of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$3,000,000 aggregate for Products-Completed operations

\$4,000,000 general aggregate

3. *Technology, Media, 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 unauthorized disclosure of personally identifiable not public information, a denial of service attack.

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell, 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. The Vendor's commercial general liability policy must include Sourcwell, and its officers, agents, and employees, as an additional insured with respect to liability arising out of Vendor's operations under this contract. Where permissible by law, the commercial general liability insurer must provide primary coverage to Sourcwell with respect to liability arising out of Vendor's operations under this contract and must not seek contribution from other available insurance.

D. 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 Sourcwell 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

TELUS Communications (U.S.) Inc. dba SkyHawk Telematics

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/24/2021 | 2:10 PM CDT

DocuSigned by:
Erin Emmott
ABC30D6FC097448...
By: _____
Erin Emmott
Title: President
Date: 3/24/2021 | 10:06 AM PDT

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
3/24/2021 | 2:11 PM CDT
Date: _____

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: SkyHawk Telematics
Address: 238 Torbay Road, First Floor
St. John's, NL A1A 2H4
Contact: Elaine Pennell
Email: sales@skyhawk.co
Phone: 888-258-3797 50
HST#: 88457 1001 RT0001

Submission Details

Created On: Monday January 18, 2021 10:46:28
Submitted On: Tuesday February 02, 2021 15:52:57
Submitted By: Elaine Pennell
Email: sales@skyhawk.co
Transaction #: 5dd6ff04-8102-4e38-a3a1-ea5baf69cad5
Submitter's IP Address: 174.117.186.218

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):	TELUS Communications (U.S.) Inc. d.b.a SkyHawk Telematics
2	Proposer Address:	c/o SkyHawk Telematics 238 Torbay Road St. John's, NL Canada A1A2H4
3	Proposer website address:	www.skyhawktelematics.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):	Erin Emmott, President TELUS Communications (U.S.) Inc. 1209 Orange Street Wilmington, DE 19801 202.536.3160
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Charlie Reid VP - Strategy & Business Development 238 Torbay Road St. John's, NL Canada A1A 2H4 1.709.693.7464 charlie@skyhawk.co
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brett A. Conner - Go to Market Lead - US 2740 Shady Valley Drive NE Atlanta GA USA 30324 +1.404.302.0424 brett.conner@telus.com Mark Gillingham - Vice President @ SkyHawk Telematics 238 Torbay Road St. John's, NL Canada A1A 2H4 1.709.699.8709 mark.gillingham@skyhawk.co

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>Blue Oceans Satellite Systems Inc. (dba SkyHawk Telematics) was acquired by Telus Corporation in 2019 through the purchase of 100% of the common shares of the company for its Canadian assets, and through the sale of 100% of its US assets to its subsidiary Telus Communications US. SkyHawk Telematics provides the sole source of technical and project responsibility to deliver the products and services under all resulting contracts in Canada and the US and this proposal presents Skyhawk's products and services. These statements are intended to clarify how we comply with RFP Section II. B. and Addendum No. 6. For greater clarity, copies of our standard contracts to be used with Participating Entities have been uploaded to the Sourcewell portal</p> <p>At SkyHawk Telematics (a wholly-owned TELUS Communications (U.S.) Inc. company), we love to help organizations get crystal clear insight and better control over their assets, resulting in more efficient use of time, money, and resources while improving safety and drastically reducing environmental impact.</p> <p>We are proud to be a leader in secure, Internet-based GPS tracking and management solutions to Municipalities, Governments, Power Utility organizations, and advanced work truck sectors.</p>

We help our clients:

- Reduce costs (fleet size/utilization, fuel/materials usage (e.g., salt), maintenance, theft reduction, etc.)
- Increase productivity (route optimization, improve service levels, remote monitoring, vehicle WiFi hotspots, incident responses, in-field information access, dispatch, etc.)
- Improve safety (improved driving behavior (speed/harsh events), accident alerts, hours of service/ELD, risk reporting, etc.)
- Reduce environmental impact (monitor salt/chloride usage in environmentally sensitive areas, reduce CO² emissions, automatic GHG/carbon footprint reporting, etc.)

We do this using ConnectAnywhere™, our advanced cloud-based monitoring system, coupled with our suite of in-field data collection devices and applications. Our solution gives our clients detailed, real-time and historical data required to make the best operational and management decisions.

At SkyHawk we stand behind the quality and reliability of our products and the success of our customers.

Company History - TELUS

TELUS Corp. ("TELUS") is a diversified telecommunications company headquartered in Vancouver, BC Canada. We are engaged in the business of providing communications products and services including data, internet protocol, voice, entertainment and video. Our business activities align through two core segments: Wireline and Wireless. The Wireless segment includes digital personal communications services, equipment sales and wireless internet services, including IoT (Internet of Things). The Wireline segment includes voice local, voice long-distance, data and other telecommunications services excluding wireless.

Today's TELUS was founded on October 26, 1998 (as the merger of BCTel of British Columbia and AGT of Alberta). Through our predecessor companies, we have been delivering innovative telecommunications solutions to customers for more than a century. Our dedication to improving the lives of customers has helped us spread our roots from British Columbia and Alberta to become the second-largest telecommunications company in Canada and one of the most highly acclaimed globally.

TELUS' global leadership in social capitalism and sustainability has been recognized with rankings on two renowned global indices: 1) The Wall Street Journal's Top 100 Sustainably Managed Companies (as 29th in the world overall and 15th in Social Capital) and 2) The Dow Jones Sustainability World Index for the fifth consecutive year and on the North American sub-index for the 20th year in a row in 2020. TELUS is the only North American telecom company and one of only five Canadian companies in any industry-recognized on this World Index. These accolades recognize TELUS' global leadership in corporate citizenship and philanthropy, innovation management, and environmental and social reporting.

Core Values

At TELUS, our commitment to diversity and inclusiveness is a cornerstone of our award-winning culture. Embracing different perspectives, experiences and ways of thinking allows us to deliver better insights, decisions, and solutions. Simply put, we recognize and leverage the value of diversity for our business, our team, our community and our customers.

The TELUS team works together to deliver future friendly services, and our values guide the way:

We embrace change and initiate opportunity
 We have a passion for growth
 We believe in spirited teamwork
 We have the courage to innovate

Our corporate priorities help guide our actions as we execute on our national growth strategy.

Honoring our customers, communities and social purpose by our team delivering on our brand promise
 Leveraging our broadband networks to drive TELUS' growth and fuel our future

Driving emerging opportunities and fueling further scaling opportunities

We are committed to giving back to the communities in which we live to make the future friendlier for all of our customers. By giving back to over 4000 charities, using our world-leading technology to help those who need it most through our Connecting for Good programs, and investing in sustainability, we help ensure equal access to technology, promote its responsible use and create meaningful social change.

Business Philosophy

For TELUS as a whole, our strategic intent is to unleash the power of the internet to deliver the best solutions to customers at home, in the workplace and on the move. We have six strategic imperatives that guide our efforts and serve as a framework for our actions:

- Building national capabilities across data, IP, voice and wireless
- Providing integrated solutions that differentiate TELUS from our competitors
- Partnering, acquiring and divesting to accelerate the implementation of our strategy and focus our resources on core business
- Focusing relentlessly on the growth markets of data, IP and wireless
- Going to market as one team, under a common brand, executing a single strategy
- Investing in internal capabilities to build a high-performance culture and efficient operation

Business Longevity in Fleet Solutions

TELUS is a market leader in IoT (Internet of Things) fleet management solutions. We have over 14 years of experience in IoT transportation, encompassing a diverse range of customer sizes from small to large, and an equally diverse range of market segments served – both horizontal and vertical. Some of the many fleet verticals we have served include Construction, Utilities, Long Haul, Oil & Gas, Public Sector, Services, and Delivery.

One of the ways we have demonstrated our commitment to IoT fleet management solutions is by investing directly in the sector. This is reflected in our acquisitions of Skyhawk Telematics.

Acquired by TELUS in 2019, SkyHawk Telematics delivers an immediate return on investment through the location and optimization of remote assets and resources for companies in the US and Canada. Providing real-time data through easy to analyze dashboards and reporting tools, customers quickly target and improve the performance of vehicles, drivers, and processes across the entire operation. Skyhawk's deep domain expertise spans third-party integration, both cellular and satellite connectivity, dual-hosted data centers for extra security, and more.

In addition to Skyhawk, we partner with several other third-party IoT fleet management solutions, each of which is tailored to specific customer needs, all of which are complemented by our award-winning cellular network connectivity and highly responsive customer service, delivered through our IoT CoE (Centre of Excellence). Simply put, no other Canadian telecom has the same focused commitment, an ecosystem of partners, or track record of success in IoT fleet management solutions as does TELUS.

Company History - SkyHawk Telematics

Our Mission: Guided by a relentless focus on delivering quality and value, our mission is to provide industry-leading fleet telematics solutions that improve safety, operational visibility, and efficiency for our clients.

Our Vision: By delivering on its ConnectAnywhere™ philosophy, SkyHawk will be the leading supplier of robust, cost-effective, innovative telematics solutions for key businesses and governments in North America.

SkyHawk has delivered advanced telematics solutions to power utilities and government organizations, including winter operations functionality, for more than 10 years to clients in both the USA and Canada. With a continued focus on being industry leaders in these sectors, we at SkyHawk feel we are true partners not simply a supplier. With a hands on boutique approach, we strive to deeply understand the current and future needs of our clients, helping them solve real challenges and deliver meaningful return on investment with the use of our solution. For some insight on the expertise we deploy and the return on investment we help

our clients realize, please see the City of Pittsburgh Press Release and our Utility Case Study both of which have been uploaded to the Sourcewell portal.

Below are some of the features and functionality of our solution used to help our clients derive meaningful ROI from our solution...

Power take-off (PTO) connectivity & reporting
 Productive and Non-Productive idle time reporting
 Fleet utilization capability & reports
 Incident investigation functionality
 integration with most major material spreader controllers,
 cost-based reporting for material usage,
 winter operations trip & material usage reports,
 public winter ops site,
 in-cab route optimization,
 route navigation and return-to-route,
 route activity reporting,
 blade wear report,
 spreader speeding,
 direct liquid application (DLA) report, and much more.

As an end-to-end solutions provider with a proven track record of successful client partnerships, we understand the needs of complex deployments. As such, we are fully committed and confident in our ability to provide a solution that not only meets but exceeds the goals, objectives and responsibilities that would come with these valued relationships. To support our belief in that ability, below are some components that we feel fully support the project scope as defined in this RFP.

Experienced and competent subject matter experts: SkyHawk has a team that has successfully delivered projects of various scope and scale. SkyHawk's team includes senior management/corporate project sponsors, sales account managers, project management specialists, operations/procurement/order fulfillment staff, installation teams, support staff, and financial/billing specialists.

Project Management: Effective management is vital to the overall success of any project and SkyHawk has proven its ability to deliver telematics projects to complete vehicle and feature roll with very large and complex projects. In a number of cases with large scale projects, we have embedded Project Managers inside customers' corporate offices to facilitate and manage deployment and training, a key to successful projects and partnerships.

Project Management Approach

Skyhawk's Project Team utilizes the Project Management Institutes (PMI) project methodology phased approach that is broken down into five (5) process groups: Initiate, Plan, Execute, Monitor and Close. In each process area, we have identified key documents and tools to serve as inputs that result in deliverables for each phase.

SkyHawk's project team will spend a considerable amount of effort on detailed requirements gathering to ensure a complete understanding of the Client's needs and will compile a comprehensive Project Plan which we feel is critical to the project's success. The Project Plan will be updated regularly as the project progresses, and will establish project roles and responsibilities, a detailed schedule of tasks, Quality Plan, Risks, and Change Control. Additionally, SkyHawk's project team will work with the Client's project team in preparing a full updated project schedule, including an installation schedule. Bi-weekly status meetings will be held to review the project schedule and to review any open issues in SkyHawk's JIRA ticketing system.

Specialized Solution Offering: When dealing with a complex fleet of mixed vehicles with specialized reporting functionality it is very important to acquire a solution that is designed and built for the vehicle types and operations. SkyHawk's ConnectAnywhere telematics solution has been designed and built specifically for our core markets and supports the specialized and advanced functionality required to more effectively and efficiently operate the services of the client.

Vendor solution engineering/customization: While having specialized and feature-matched system functionality is very important it is also important to have a telematics vendor that has the resources and capabilities to perform solution engineering. The Client will ultimately have requests and requirements which need custom development and attention to properly integrate with existing technologies and systems, including data exchange with existing Client's software applications. This cannot be achieved with "out-of-the-box" functionality. SkyHawk has a team of solution specialists and software engineers that are capable of performing such

tasks. The Client will have direct access to the Company who owns, designs and develops the solution and not a solution reseller.

Installation Plan/Staff: Vehicle installations and testing are one of the most critical parts of any telematics system. At SkyHawk we refer to it as the "foundation" upon which all other functionality is built or layered. A well-designed installation plan along with a team of reliable installers is required for success. Furthermore, it has been the experience of SkyHawk that best results are achieved when a combined approach of vendor/contracted installers working in conjunction with the Client's mechanics and technical staff is utilized.

Effective Communications Plan: Engagement of the Client's staff and departments to obtain a deep understanding of goals and objectives, as well as obtaining input, feedback, and required "buy-in" from management, system users and stakeholders leads to a better managed and implemented solution. This is best accomplished with an effective communication and engagement plan which starts before implementation begins and carries through all project phases. SkyHawk has significant and relevant experience working with large clients in delivering successful communication plans.

Hardware Approach: SkyHawk Telematics is device agnostic. We pick the best hardware manufacturers from around the globe to address each vehicle type requirements, from simple track-and-trace to complex spreader integrations, to vehicles with multiple IO requirements.

Each piece of hardware is selected to fit perfectly each vehicle's specific requirement and not one piece of hardware is made to fit all. Partnering with multiple hardware vendors also means that we are able to offer our clients the most current and up-to-date hardware, ensuring that we future proof your solution by not only meeting their requirements for today but being flexible to anticipate and meet future requirements. The modems we offer have a robust set of features with reliable track records, including standard store-and-forward capabilities for when the vehicle is out of cellular coverage, as well as the ability to receive and perform over-the-air (OTA) configuration or firmware updates in the field. This eliminates the need to physically visit the vehicle for support and maintenance.

Reference Clients

SkyHawk attributes a significant portion of our success to the belief that our client relationship is a true partnership. We take a proactive approach to work with our clients and they have been instrumental in the design of our solutions. Our clients motivate and challenge us to constantly seek to develop and refine our technology. As part of the TELUS ecosystem of IoT solutions, as we continue to grow and expand, we will continue to seek input from our clients to allow us to continue to advance the telematics industry with innovative solutions. Additionally, we are committed to providing a high level of service throughout every layer of every project. Our references submitted for this RFP include Hydro One Networks, City of Pittsburgh and City of Hamilton, they will each attest to SkyHawk's ability to deliver a superior product on time and in scope.

Our client mix ranges from large enterprise projects to smaller government engagement. Our solution is currently installed in +5,000 vehicles for Hydro One Networks Inc, +900 vehicles for Nova Scotia Department of Transportation and we are currently rolling out 10,000 units with Hydro Quebec. Below is a sampling of the mix of clients utilizing SkyHawk's solution...

City of Portland, MA
 North Dakota DOT
 Town of Davenport, IO
 Nova Scotia NSTIR
 Town Urbandale, IO
 County of Grande Prairie, AB
 Rochester Hills, MI
 City of Red Deer, AB
 Midland County, MI
 Federated Co-op, SK
 Muskegon CRC, MI
 Manitoba Hydro, MB
 Midland CRC, MI
 City of Hamilton, ON
 City of St Clair Shores, MI
 Hydro One Networks, ON
 City of Kalamazoo, MI
 Town of Flat Rock, NL
 Stark County, OH

		Hydro One Networks Inc., ON The city of Brunswick, OH Municipality of Chatham-Kent, ON City of Joliet, IL Hydro-Quebec, PQ City of Springfield, MO Town of Quispamsis, NB City of West Fargo, ND Town of Rothesay, NB City of Pittsburgh, PA Town of Dieppe, NB City of Mount Pearl, NL Portugal Cove-St. Philips, NL	
8	What are your company's expectations in the event of an award?	<p>If awarded a contract via this RFP, TELUS-SkyHawk, would initially work closely with Sourcewell to finalize contractual elements between both parties and will develop a joint marketing campaign with Sourcewell, as is standard practice for our partner engagement model. This campaign to promote our relationship with Sourcewell will include lead generation by TELUS and third-party resources, joint marketing collateral, other sales tools and digital marketing efforts targeting the power utilities and public works sectors.</p> <p>TELUS-SkyHawk has a proven track record in both of these sectors, and is most successful when we can win a subset of our customer's total fleet, and later expanding into their broader fleet. For example, we lead with our best-in-class winter operations solution for public works, which is applicable to 20% of our target accounts' total fleet, and then expand into a more diverse fleet, including their work trucks and other assets. TELUS-SkyHawk is dramatically expanding into the US market, and the Sourcewell relationship is critical to the expansion of our success in the utility and public works sectors. As a result, the development of a collaborative effort with the Sourcewell team is critical to our go-to-market plan.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>For this RFP response and as member of the TELUS ecosystem of IoT Solutions, we have included a copy of the TELUS 2019 annual report as a supplemental document upload at your submission portal. This report is comprehensive and should provide a clear indication of the perennially strong and highly stable financial position TELUS has attained over the long term to the present day.</p> <p>Some of our more notable financial achievements for 2019 included the following:</p> <ul style="list-style-type: none"> · 2.0% increase in Operating Revenues (to CAD \$14.7 billion) · 8.4% increase in Adjusted EBITDA (to CAD \$5.7 billion) · 15.0% increase in Total Assets (to CAD \$38.0 billion) · 12.0% increase in Free Cash Flow (to CAD \$1.6 billion) · An increase 537K new wireless subscribers (to 10.2 million) <p>The 2019 report is the most recent annual report currently available, but we would be more than happy to send a copy of our 2020 report when available, at your request.</p> <p>In the meantime, our most recent publicly available financial information was our Q3 2020 quarterly report (released November 6th, 2020), a copy of which we have also uploaded to your portal. Among some of its most significant highlights were the following:</p> <ul style="list-style-type: none"> - Industry-leading customer growth of 277,000 net additions, representing TELUS' highest quarter on record for combined wireless and wireline loading - Quarterly consolidated revenue growth of 7.7 percent (to CAD \$4.0 billion) - Recognition as the highest-ranking Canadian organization on Forbes' World's Best Employers list 	*
10	What is your US market share for the solutions that you are proposing?	The TELUS IoT Transportation division commands an 11% Canadian share of the market in the fleet management space. The company entered the US market in 2020. SkyHawk Telematics has been an active and successful service in the US for over 10 years, delivering telematics solutions to an extensive client base in the government sector (see Company History - SkyHawk Telematics client table, section 1.7)	*
11	What is your Canadian market share for the solutions that you are proposing?	Our fiscal 2020 business case for the TELUS IoT Transportation portfolio compares the number of live TELUS fleet management subscriptions to the total of all such subscriptions in the Canadian market (encompassing provinces, municipalities, services, utilities, etc.) as derived from third-party data sources. The TELUS market share thus derived is slightly over 11% for 2020	*

12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, SkyHawk Telematics nor TELUS has never been petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>TELUS-SkyHawk is best described as a service provider delivering industry-leading telematics solutions to Government organizations and Power Utility and work truck sectors.</p> <p>One of the advantages of dealing with TELUS is that we are not a dealer/distributor but a service provider for the scope of this proposal, through our subsidiary company, SkyHawk Telematics</p> <p>It is critical for clients to have a telematics vendor that has the resources and capabilities to perform solution engineering. Our clients will ultimately have requests and requirements which need custom development and attention to properly integrate with existing technologies and systems, including data exchange with other software applications. This cannot be achieved with "out-of-the-box" functionality. SkyHawk has a team of solution specialists and software engineers that are capable of performing such tasks. Our clients have direct access to the Company that owns, designs, and develops the solution and not a solution reseller.</p> <p>In addition, our sales force is comprised of direct TELUS employees, rather than agents or any other type of "middleman". This means that your sales service and customer service are all provided directly from TELUS and we do not involve any sub-contractors in our dealings with you.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>TELUS-SkyHawk Project Managers must either hold a PMP certification or relevant years of experience and formal project management training.</p> <p>Installation Technicians must undergo the SkyHawk Installation Technician Certification program before conducting any installation to ensure they are competent, and they conduct installations per the approved SkyHawk installation method. Many individuals in our hardware and software development teams have received Professional Engineer status (P. Eng) or have university degrees in their chosen profession.</p> <p>All telematics devices we use in our implementations have the following certifications: FCC (Federal Communications Commission) PTCRB Certification of wireless devices</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	SkyHawk Telematics nor TELUS has not been subject to any suspension or debarment actions in the past 10 years	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>TELUS' global leadership in social capitalism and sustainability has been recognized with rankings on two renowned global indices: 1) The Wall Street Journal's Top 100 Sustainably Managed Companies (as 29th in the world overall and 15th in Social Capital) and 2) The Dow Jones Sustainability World Index for the fifth consecutive year and on the North American sub-index for the 20th year in a row in 2020. TELUS is the only North American telecom company and one of only five Canadian companies in any industry-recognized on this World Index. These accolades recognize TELUS' global leadership in corporate citizenship and philanthropy, innovation management, and environmental and social reporting.</p> <p>In addition to the references we made to our rankings in the Wall Street Journal Top 100 Sustainably Managed Companies list and The Dow Jones Sustainability World Index in our response to Table 2, question 7, some of our other more notable recent accomplishments include the following:</p> <p>J.D. Power Network Quality Award: TELUS recognized as first in Network Quality Performance in Eastern Canada and tied for first in Ontario according to the J.D. Power 2020 Canada Wireless Network Quality Study. This achievement marks six consecutive years that TELUS has won a J.D. Power Award for its network quality across one or more of the regions evaluated, reinforcing the strength of the TELUS network.</p> <p>Privacy Innovation Award: In late 2020, TELUS was awarded the HPE-IAPP Privacy Innovation Award by the International Association of Privacy Professionals in recognition of our Data for Good program. Launched in April 2020 in response to the COVID-19 pandemic, Data for Good leverages an advanced approach to de-identified data analytics to aid all levels of government and public agencies in making more strategic and informed decisions based on real-world information.</p> <p>Global Outsourcing Top 100: IAOP (the International Association of Outsourcing Professionals) annually conducts an independent assessment of the capabilities of outsourcing service providers and advisors through a rigorous, opt-in application process, and based on this assessment, publishes The Global Outsourcing 100. TELUS International, a wholly-owned subsidiary of TELUS Corp., achieved a maximum possible 4-star rating to qualify for inclusion in its global top 100 listings for 2020.</p> <p>These are but a few of the awards and acknowledgments TELUS has earned over the past year; a more comprehensive list can be provided on request.</p> <p>As a enterprise-level telematics provider for over 10 years, TELUS-SkyHawk has been recognized for its achievements and ability to deliver exceptional service and meaningful return on investment to its clients. Uploaded to the Sourcewell portal are two documents for reference, The City of Pittsburgh Press Release and a Case Study on one of our utility clients.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	<p>We estimate the government sector to account for approximately 20% of TELUS's IoT Fleet Management sales over the past three years (Jan. 1st 2018 to Dec. 31st 2020).</p> <p>SkyHawk Telematics had 26% of our sales to the government sector and 63% was to the utility sector. The remaining 10% were to various private companies and groups such as construction companies, the transportation sector and explosives monitoring.</p>	*
18	What percentage of your sales are to the education sector in the past three years	<p>The education sector is currently a small but growing market segment for TELUS-SkyHawk. We have enrolled several school bus companies in the US and Canada for fleet management and are well equipped to grow that segment.</p>	*

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>TELUS-SkyHawk holds cooperative contracts with Michigan Intergovernmental Trade Network (MITN) https://legacy.mitn.info/ as well as a state-based contract with The Ohio State Department of Administrative Services Contract https://procure.ohio.gov/proc/viewContractsAwards.asp?contractID=37864 open Co-op, State Term Schedule thru Concord Road Equipment Mfg. Inc. AVL parts and services. 6-1-2020 thru 5-31-2024.</p> <p>The 3-year value of each as of December 31, 2020 is as follows:</p> <p>MITN: City of Rochester Hills = \$46,777 City of Westland = \$49,276 Kalamazoo County Road Commission = \$107,215 Kent County = \$65,621 Midland County Road Commission = \$17,964 Muskegon County Road Commission = \$119,187 St. Claire Shores = \$56,816 Total MITN Annual Revenue = \$186,853 Total MITN Revenue = \$560,558</p> <p>Ohio State Contract: Lake County, OH: Annual Contract value = \$12,000. Total Contract Value = \$36,000.00</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?	NA	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Hydro One Networks	Frank Currie Manager - Fleet Services Hydro One Networks Inc.	905-696-7190	*
The City of Pittsburgh, PA	Chris Belasco Project Manager Innovation & Performance	412-400-4505	*
City of Hamilton, Ontario Canada	Angela Storey	905-546-2424 ext. 6483	*

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 *
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Hydro One Networks	Government	ON - Ontario	<p>As part of a public bid award, SkyHawk Telematics provided Hydro One with a complete telematics solution that facilitated fleet monitoring for multiple lines of business including Construction Services, Forestry, Provincial Lines, Fleet and Station Services. Over 5000 vehicles were installed with a dual-mode cellular/satellite solution to equip its fleet comprised of boom trucks, off-road and light-duty vehicles. The hardware installation and testing was a joint effort between the Hydro One mechanics and SkyHawk technicians, taking approximately 22 months to complete. Key aspects of the system were to provide a high-speed internet connection to support mobile devices, sensor integration to monitor the status of inputs (PTO, beacon, boom and outrigger) and to provide satellite redundancy to service northern areas outside of cellular coverage. A suite of customized reports geared towards the utility sector was developed for this project, including an advanced Utilization report to aid Hydro One to 'right-size' its fleet, Non-Productive Idle report to identify unnecessary idling, Input Reports and Driver Behavior Scorecards used to coach employees on driver safety.</p> <p>The project was completed on time in December 2016 and came in under budget. The account is currently in sustainment mode with SkyHawk continuing to provide installation services for the new vehicle purchases of approximately 450 annually. The telematics installations are performed at multiple vehicle outfitters prior to Hydro One taking ownership to minimize vehicle downtime.</p>	\$20m contract value	\$8,842,662
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City of Hamilton	Government	ON - Ontario	<p>SkyHawk Telematics, as part of a public bid, was awarded the contract to provide the City of Hamilton with a complete telematics solution that facilitated fleet monitoring for multiple lines of business. The project consists of the installation of SkyHawk Telematics system and hardware installation, training, full validation, user acceptance testing and professional services for 710 vehicles to date: 1. EMS vehicles which required integration with Bluetooth, Garmin devices for in-cab communication with Central Ambulance Control Centre and Ministry of Health and Long-Term Care reporting system as well as PTO reporting for lights, sirens 2. Roads Maintenance vehicles - design and creation of a Public access website, a mobile app for contractor specific application, integration to spreader controllers, and PTO status for winter snowplows. 3. Simple track and trace for Parks and Recreation, Animal Services, Buildings, By-laws, Cemeteries, Forestry, Hamilton Water, Horticulture. The project is ongoing with the City of Hamilton Fire Department recently rolling out telematics to 75 vehicles and Public Works adding all their contractor's Winter Maintenance Vehicles. This project included WiFi, integration with public safety and transportation software, PTO status for lights, sirens pumps and in-cab driver communication.</p>	\$9m contract value	\$1,387,746
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Nova Scotia – Department of Transportation Infrastructure & Renewal	Government	NS - Nova Scotia	<p>As part of a public bid award SkyHawk Telematics provided the Province of Nova Scotia with a complete telematics solution that facilitated fleet monitoring for several of their departments including Transportation, Vehicle Compliance and Motor Carrier. Approximately 700+ units were deployed over a 7-week period (total deployment approx. 800 units) via a SkyHawk mobile installation crew traveling across the province. Modem units were deployed in a tamper and environmentally resistant case. Vehicle types included a large variety of light and heavy-duty vehicles including all of the winter operation vehicles as well as highway enforcement. Sensor integration to monitoring a variety of inputs including lights, plow blade up/down, etc. were incorporated into the solution offering as well as integration with spreader control systems to provide detailed data reports on salt, sand and liquid utilized during winter operations. SkyHawk managed the complete system implementation including project management, installations, enterprise hosted server configuration, user training, account administration, support and maintenance.</p>	\$6m contract value	\$953,574	*
The City of Pittsburgh, PA	Government	Pennsylvania - PA	<p>As part of a public bid award, SkyHawk Telematics, partnering with Quetica LLC, and Magellan Solutions provided the City of Pittsburgh with a complete telematics solution, Route Optimization, and Route Navigation system. 138 winter vehicles were installed in Phase 1 of the project during Q4 2018, with a mix of approx. 350 heavy and light-duty installation during Phase 2 of the project in Q4 2019. Sensor integration to monitoring a variety of inputs including lights, plow blade up/down, etc. were incorporated into the solution offering as well as integration with spreader control systems to provide detailed data reports on salt, sand and liquid utilized during winter operations. SkyHawk's partners will also be providing a new winter operations dynamic routing system to maximize efficiency in both plowing and spreading times.</p>	\$1.5m contract value	\$517,956	*

New Hampshire DOT	Government	New Hampshire - NH	SkyHawk Telematics was awarded a public bid, to provide Hew Hampshire DOT with a GPS/AVL system for their Winter Operations vehicles. SkyHawk has worked closely with NHDOT to properly calibrate their Rexroth spreader control systems to ensure that the data regarding material dispersal is as accurate as possible. Monitoring approximately 90 vehicles with plow up/down, material application rate, 4G/LTE GPS monitoring, etc.	\$0.5m contract value	\$163,159	*
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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.	TELUS-SkyHawk has a dedicated staff of sales and marketing professionals across both Canada and the USA to sell our products and services. In Canada TELUS-SkyHawk has a team of solution specialists which backstop a coast-to-coast team of IoT account managers covering all regions of the country. The US sales operations are led by a dedicated channel and strategy manager as well as 3 regional US sales account managers in the US north east, mid-west and west.	*
24	Dealer network or other distribution methods.	TELUS-SkyHawk does not utilize a dealer network as part of our sales strategy but rather utilizes a direct sales force. Our company does however leverage the services of regional and national installation and field-service companies to complement the deployment and installation of our solutions.	*
25	Service force.	TELUS-SkyHawk has a dedicated team of order fulfillment, support, project management and installation/field service technicians. Additionally, we also work with regional and national installation and field service companies to facilitate the installation and deployment of our solutions.	*

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>TELUS-SkyHawk Customer Support Team is located in Oakville, ON Canada, and is available for telephone and email support from 8:30 am to 5:00 pm, Monday through Friday. The Support team can be reached by</p> <p>Toll-free number 1-844-424-7759 ext 2 or at support@skyhawk.co. After hours support for critical issues is available 24/7/365. The Support team has two levels of support as follows:</p> <p>Level 1 Support</p> <p>TELUS-SkyHawk's experienced frontline Level 1 Support Team product specialists handle frontline trouble tickets on a day-to-day basis. Level 1 can assist with website and report issues, system administration, hardware configuration, installation support and hardware diagnostics/troubleshooting. All issues reported to Level 1 are logged in the Jira issue-management system and triaged based on severity outlined in our Service Level Agreements. Support resources will make every effort to resolve the issue as quickly as possible. Issues that can't be resolved by Level 1 Support are escalated to Level 2 Support.</p> <p>Level 2 Support</p> <p>Level 2 support is comprised of a team of highly skilled software developers and hardware engineers located in TELUS-SkyHawk's head office in St. John's, NL. Level 2 support will evaluate the issue and advise the TELUS-SkyHawk Project Manager/Account Manager of the expected resolve date, who will communicate back to the Customer's Project Manager and/or the person who raised the ticket. Issues that are considered low risk may be implemented into the production environment as "Hot Fixes", while fixes that require more development effort and testing are scheduled for implementation into a regularly scheduled maintenance release, which typically takes place once per month.</p> <p>After Hours Response for Critical Issues</p> <p>Any issues called into the Technical Support toll-free line (1-844-424-7759 ext 2) outside of TELUS-SkyHawk business hours are automatically forwarded to Telelink call center that operates 24/7/365. Any issues that can't be resolved by Telelink and are determined to be critical in nature are escalated to the appropriate personnel via the emergency call-out procedure. Examples of critical issues are website down/users can't log in, or the system is up but the vehicles are not updating with live data. TELUS-SkyHawk will take appropriate actions and pull together the resources necessary to resolve critical issues as quickly as possible. Any non-critical issues are deferred to the level 1 support team to address the next business day. Note: emails to support@skyhawk.co are not monitored outside of regular business hours.</p> <p>Issue Classification and Response Time</p> <p>Minor Issue - TELUS-SkyHawk shall respond within 1 business day - At the discretion of TELUS-SkyHawk, will provide a Workaround and/or Error Correction in the next Version, Upgrade, or Update.</p> <p>Serious - TELUS-SkyHawk shall respond the same business day, or if outside TELUS-SkyHawk business hours, the next business day. TELUS-SkyHawk shall provide a Patch within 5 business days following response if possible and shall provide a permanent Error Correction in the next Version, Upgrade or Update whichever comes first.</p> <p>Critical - TELUS-SkyHawk shall respond the same business day, or if outside TELUS-SkyHawk business hours, will attempt to respond ASAP, but in all cases within 1 hour the next business day. TELUS- SkyHawk shall provide a Patch as soon as possible and shall provide a permanent Error Correction in the next Version, Upgrade or Update whichever comes first.</p> <p>For additional details on our level of service, please see our Service Level Agreement uploaded to the Sourcewell portal</p>
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27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>TELUS -SkyHawk has a great ability to support sales, marketing, product delivery, distribution, installation and all the required professional support services to fully deliver solutions to Sourcewell participating entities in the US. TELUS-SkyHawk has an established, reputable and knowledgeable team of account managers located from coast-to-coast in the US primarily servicing the area north of the snow belt. The account managers are supported by a dedicated US channel manager and legal and contracting services from TELUS Corporation (U.S.) Inc. SkyHawk has a network of installation partners in the US to assist with product delivery and installation which we have successfully used to deliver solutions across the Country.</p> <p>Our Canadian operation provides solution specialists who are very capable of engaging with clients, providing detailed technical solution overviews, product and pricing proposals. Our office in Ontario (south-central Canada) hosts our product warehousing, support services, order fulfillment, project management team, as well as very experienced installation and field technician managers. SkyHawk operates as part of the TELUS-IoT division which also has a dedicated marketing division to assist with promotion and lead generation.</p> <p>Additionally, TELUS-SkyHawk has a great reputation, an established client base of premier customer and reference accounts all of which will lead to sales success and expansion of the Sourcewell market.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>TELUS -SkyHawk has a great ability to support sales, marketing, product warehousing, distribution, installation and all the required professional support services to fully deliver solutions to Sourcewell participating entities in Canada. TELUS-SkyHawk has an established, reputable and knowledgeable team of account managers and solution specialists who are very capable of engaging with clients, providing detailed technical solution overviews, product and pricing proposals as well as legal and contracting services. Our office in Ontario (south-central Canada) hosts our product warehousing, support services, order fulfillment, project management team, as well as very experienced installation and field technician managers.</p> <p>SkyHawk operates as part of the TELUS-IoT division which also has a dedicated marketing division to assist with promotion and lead generation. Additionally, TELUS-SkyHawk has a great reputation, an established client base and reference accounts all of which will lead to sales success and expansion of the Sourcewell market.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Currently, TELUS-SkyHawk does not have a presence in the south of the US specifically south of the snow belt. Note however that TELUS-SkyHawk is continuing to grow and expand our sales team and the intention is to move into the southern US with a physical presence over the next 12 to 24 months.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Based on the focus of our core solution TELUS-SkyHawk does not target its services towards fleets for long-haul trucking, transit, and school buses.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no known contract restrictions for these areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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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>TELUS-SkyHawk has a dedicated marketing team and sales force that has coverage throughout Canada and the USA. Our organization has successfully shown the ability to promote our solution offerings in all major forms of marketing. TELUS-SkyHawk will use these same means to collaboratively also promote the Sourcewell contract and services.</p> <p>TELUS-SkyHawk will conduct joint branding of the Sourcewell contract on our website, social media, as well white papers, magazine articles, and our product and service sell sheets and brochures.</p> <p>Another core part of our marketing strategy will be to leverage SkyHawk's established and ongoing working relationships with leading industry organizations and to promote not only our product and services offerings but also the Sourcewell contract and services which are of high value to contracting client organizations. A proud and long-standing member across Canada and the US of industry associations in both the Government/Pub Works and Utility sectors, SkyHawk Telematics has supported continuous improvement to help entities inside those sectors be better. Sponsoring events and providing education sessions to share industry trends, innovation, lessons learned and best practices is the norm for SkyHawk. Some of the organizations we are proud to be a part of are:</p> <p>American Public Works Association (APWA) https://www.apwa.net/ Canadian Public Works Association (CPWA) https://www.apwa.net/MyApwa/Apwa_Public/CPWA/Canadian_Government_Affairs_Home.aspx Canadian Utilities Fleet Council (CUFC) https://www.cufconline.com/ Canadian Manufacturers and Exporters (CME) https://cme-mec.ca/home-departments/ Snow Fighters Association of America https://professionalsnowfightersassociation.org/ Clear Roads https://clearroads.org/ Ontario Good Roads Association https://www.ogra.org/</p> <p>For samples of marketing materials that TELUS-Skyhawk would use to support our Sourcewell contract please refer to the Marketing Collateral for 2021 Sourcewell RFP doc and SkyHawk Sell sheet samples uploaded to the portal</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Telus-SkyHawk we provide strong digital marketing support to grow our telematics and other IoT businesses, some of which include:</p> <ul style="list-style-type: none"> - Sharing industry-specific content through social media channels (mostly LinkedIn) - Tracking website metrics to better plan and execute marketing campaigns - Using SEO (Search Engine Optimization) to help with free targeted traffic - Investing in SEM (Search Engine Marketing) to promote website visibility using paid search, contextual advertising, and organic search rankings - Promoting virtual events, such as webinars, to educate customers on industry insights and our solutions and differentiators - Accessing database tools to build segmented prospect lists and increase assertiveness in targeted campaigns

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>At TELUS-SkyHawk we see Sourcewell's role as one of a partnership approach. We envision working closely with Sourcewell's team to build a complete marketing plan early after the initial award to promote a joint contract. TELUS-SkyHawk has a large and dedicated marketing team and resources to really promote the value of the SkyHawk / Sourcewell relationship to the targeted client market. Elements of that collaborative approach would include but are not limited to:</p> <ul style="list-style-type: none"> - Education sessions for knowledge exchange about respective company technologies, processes and practices. - Development of a joint marketing plan to promote, both internally and externally, respective services and solutions under a Sourcewell/SkyHawk Telematics contract. - Opportunities to showcase SkyHawk's technology with Sourcewell members via webinars, member sessions & events, technology sessions or face to face engagements. - Dedicated social media campaigns - Utilizing the "Sourcewell" brand on SkyHawk promotional marketing materials such as presentations, whitepapers, event and conference promotions. - Establishing benchmarks and key performance indicators (KPI's) to track and measure the success of the partnership. <p>A Sourcewell contract would be a key pillar within our sales process. Below are some items that would be deployed....</p> <ul style="list-style-type: none"> - Generated target list of SW members who are within our core markets or Government/Pub Works, Power Utilities and Work Truck sectors. - Leveraging our network of Sales executives in Canada and the US to connect with members and promote our solutions and best practices. - Establishing monthly, qtrly and annual Key Performance Indicators (KPI's) for our sales team for Sourcewell members in respective territories. - Utilizing the our Salesforce CRM on weekly Sales team calls to track & measure activities and results. - Sharing industry content and best practices with SW members (case studies, etc.) to facilitate continuous learning and improvement for Sourcewell members. - Use of digital media with Sourcewell members to ensure our partnership is properly communicated and supported within the membership. See detail provided in our response to question Table 7: Marketing Plan section 2.33. <p>Examples of TELUS-SkyHawk branding have been uploaded to the Sourcewell portal</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently have an e-procurement system but we are open to discussing the implementation of such a system upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training Overview</p> <p>TELUS-SkyHawk will work with the Customer to develop a comprehensive training plan to meet the needs of the three main user groups: System Administrator, User, and Operator. TELUS-SkyHawk will lead the Customer through a workshop to determine end-user requirements, the personnel's job responsibilities, their interaction with ConnectAnywhere, and the various system components. Hardware Installation and Troubleshooting training are also available for those customers who wish to perform their own installation and maintenance/repairs of the hardware system. This training is geared towards the customer's mechanical service team who should already be familiar with basic electrical concepts.</p> <p>Training Materials</p> <p>TELUS-SkyHawk will provide a comprehensive set of training guides in digital format for all aspects of the ConnectAnywhere software system. There are three main software guides available tailored to the User's access rights: General System Guide, Administrative Guide, and Reports Guide. Hardware Installation and Troubleshooting Guides are also provided in digital format for the mechanical services team. Installation training can also be provided to the Customer Mechanical Services team upon request.</p> <p>Virtual On-Line Training via Instructor-led Live Webinar</p> <p>ConnectAnywhere Software</p> <p>TELUS-SkyHawk's ConnectAnywhere Software Training Program will be divided into three (3)</p>

modules and delivered via live webinar by TELUS-SkyHawk staff knowledgeable with the Customer's implementation plan, typically conducted by the Project Manager or Account Manager. These modules can be modified and tailored to the client's requirements.
Basic User Overview

Overview of TELUS-SkyHawk Tand interactive/live demonstration of using various functions of the system, such as but not limited to:

- Hardware installed and high-level features
- Landing Page and log in
- Overview of Menu Tabs and Panes
- Map View and User Interface
- Vehicle Location
- History Report and its data
- Geofences
- Help, User Guides and Release Notes
- Question and Answers

Duration ~ 60 minutes

Cost \$230.00 USD/ \$300.00 CAD per virtual session.

TELUS-SkyHawk recommends combining Basic User and Reports Overview in the same session for cost savings – Customer charged one session fee

Reporting Overview

Pre-requisite Training - Basic User Training

Focused training for end users who will be using the system to run reports, such as but not limited to:

- Vehicle Trip Report
- Speed Report
- Winter Operations Trip
- Winter – Material by Time
- Spreading Speeding
- Utilization Report
- Scheduled Reports
- Help, User Guides and Release Notes
- Questions and Answers etc.

Duration ~90 minutes

Cost \$230.00 USD/ \$300.00 CAD per virtual session.

TELUS-SkyHawk recommends combining Basic User and Reports Overview in the same session for cost savings – Customer charged one session fee

Administration Overview

Pre-requisite Training - Basic User Training and Reporting Overview

Focused on those end users who will be administering the system, such as but not limited to:

- Admin Tab Overview and Features
- Creating User Accounts and Account Templates
- Asset Vehicle Folder Structure
- Alerts
- Linking assets
- Viewing user history
- Help, User Guides, and Release Notes
- Question and Answers etc.

Duration ~ 60 minutes

Mandatory for the Client appointed System Administrator Only

Cost \$230.00 USD/ \$300.00 CAD per virtual session

*Duration: Estimated time depending on Customer requirement.

Operator Training (optional depending on the solution provided)

TELUS-SkyHawk will customize an Operator Training program tailed to Customer needs to cover all optional in-cab software including Route Navigation and FleetCam, safe operating procedures, troubleshooting, and support. Digital copies of training guides will be provided

		<p>including short one-page quick start guides for easy in-cab reference. Training delivered by SkyHawk Project Manager or Account Manager. Cost is \$230.00 USD/ \$300.00 CAD per virtual 2.5 hour session.</p> <p>Hardware Installation and Troubleshooting Training (optional)</p> <p>Hardware installation and troubleshooting training will be conducted via live webinar by TELUS-SkyHawk's Installation Manager. This training is recommended if the Customer wishes to conduct their own hardware installation. Topics include mounting locations, power connections, input connections, wire routing, antenna placement, troubleshooting, service, and repair, as per Customer requirements. This training will reduce the overall operational costs for the Customer to use their own mechanical services team. Cost is Cost \$230.00 USD/ \$300.00 CAD per virtual 2.5 hour session.</p> <p>Re-training</p> <p>TELUS-SkyHawk is constantly enhancing the ConnectAnywhere software with updates conducted approximately once per month to introduce new features to the production environment. TELUS-SkyHawk will provide one quarterly training session on any major software features enhancement/change, via webinar session, at no additional cost for the duration of the contract.</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>TELUS-SkyHawk has delivered advanced telematics solutions to the mixed fleet, including winter operations functionality, for more than 10 years to clients in the USA and Canada. Our continued focus on being the industry leader in this sector and in working with our clients has produced functionality that includes:</p> <ul style="list-style-type: none"> - integration with most major material spreader controllers, - cost-based reporting for material usage, - winter operations trip & material usage reports, - public winter ops site, - in-cab route optimization, - route navigation and return-to-route, - route activity reporting, - blade wear report, - spreader speeding, - direct liquid application (DLA) report, and much more. <p>As an end-to-end solutions provider, with a proven track record of successful client partnerships, we understand the needs of complex deployments.</p> <p>TELUS-SkyHawk is device agnostic. We pick the best hardware manufacturers from around the globe to address each vehicle type requirements, from simple track-and-trace to complex spreader integrations, to vehicles with multiple IO requirements. Each piece of hardware is selected to fit perfectly each vehicle's specific requirement and not one piece of hardware is made to fit all. Partnering with multiple hardware vendors also means that we are able to offer our clients the most current and up-to-date hardware, ensuring that we future proof your solution by not only meeting their requirements for today but being flexible to anticipate and meet future requirements. The modems we offer have a robust set of features with reliable track records, including standard store-and-forward capabilities for when the vehicle is out of cellular coverage, as well as the ability to receive and perform over-the-air (OTA) configuration or firmware updates in the field. This eliminates the need to physically visit the vehicle for support and maintenance. TELUS-SkyHawk's most widely used modems range from simple track and trace to the most complex of applications used for optimal winter maintenance tracking.</p> <p>Specialized Solution Offering: When dealing with a complex fleet of mixed vehicles with specialized reporting functionality (e.g. winter operations) it is very important to acquire a solution that is designed and built for the vehicle types and operations of a large municipal organization. TELUS-SkyHawk's ConnectAnywhere solution has been designed and built specifically for this application and supports the specialized and advanced functionality required to more effectively and efficiently operate government services.</p> <p>Vendor solution engineering/customization: While having specialized and feature matched system functionality is very important it is also important to have a telematics vendor that has the resources and capabilities to perform solution engineering. Our clients will ultimately have requests and requirements which need custom development and attention to properly integrate with existing technologies and systems, including data exchange with other software applications. This cannot be achieved with "out-of-the-box" functionality. TELUS-SkyHawk has a team of solution specialists and software engineers that are capable of performing such tasks. Our clients have direct access to the Company that owns, designs, and develops the solution and not a solution reseller.</p>

		<p>Winter operations are where TELUS-SkyHawk's platform stands out from the pack. TELUS-SkyHawk's Winter Operations GPS fleet management solution is unique in the industry supporting a wide range of spreader controllers and sensors resulting specialized winter operations reports. The solution integrates with a wide variety of computerized spreader controllers from manufacturers such as Force America, Giletta, Rexroth, Cirrus, Dickey-John, Certified Power, Epoke, Boschung, Rasco, and Pengyn. The TELUS-SkyHawk system has the industry's highest level of data integrity, pulling the actual material values and the raw data from the controller. We do not use pulse readers to gain the tonnage and values, resulting in the most accurate data being transmitted to ConnectAnywhere vs performing calculation-based estimates.</p> <p>The system is capable of showing, in real-time, the Automatic Salt Control (ASC) data, as well as generate suitable reports based on available spreaders. This data includes such things as set/actual rates, total material dispensed as well as trip and/or seasonal totals. As well, our ConnectAnywhere solution allows for the inclusion of individual clients material cost (i.e salt, brine, liquid), fuel cost, hourly wage cost and asset depreciation cost. That unique functionality facilitates winter operation reporting that details a comprehensive cost reporting for any winter event or timeline. For more detail on TELUS-SkyHawk's reporting capabilities refer to the SkyHawks Standard Reports file uploaded to the Sourewell portal.</p> <p>Reports are available to be scheduled for automated email delivery on a daily, weekly or monthly basis. The Scheduled Reports menu allows users to set up automated delivery by specifying the recipients, frequency, report interval and the asset(s).</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>At TELUS-SkyHawk, sustainability is central to our corporate values. Driven by our leadership in social capitalism, we are helping to improve social, economic and health outcomes for the communities we serve, while continuing to create sustainable value for our investors. Across our company, we have reduced energy use by 13 per cent and GHG emissions by 29 per cent since 2010, and have recently announced our transformational goal to have our operations be net carbon neutral by 2030. At the same time, we continue to develop new LEED certified buildings that incorporate world-leading technology, energy-efficient and sustainable solutions and contemporary work styles. Championing sustainability is an essential part of our culture and is embedded in the processes and behaviours across our business operations. Our progress in sustainability is reflected in our inclusion in the Wall Street Journal Top 100 Sustainably Managed Companies list and Dow Jones Sustainability World Index referenced elsewhere in this proposal.</p> <p>One of the most significant expressions of our company's commitment to sustainability was our formal launch of TELUS Agriculture in 2020. TELUS Agriculture optimizes the food value chain by leveraging data in new ways to increase efficiency, production, and yields, delivering better food outcomes for businesses and the end consumer. Connecting each piece of the agriculture value chain empowers farmers and ranchers, the agri-business industry, and agri-food, consumer goods and retail companies to leverage advanced data systems and artificial intelligence to streamline operations, improve food traceability, and provide consumers with fresher and healthier food. TELUS Agriculture currently supports more than 100 million acres of agricultural land, backed by a team of more than 1,200 experts across Canada, the USA, and eight other countries.</p> <p>For more information on our sustainability priorities, please see the following online page: telus.com/sustainability.</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.	For detailed certifications and ratings for TELUS-SkyHawk equipment presented in the proposal please refer to the Product Specifications Sheets uploaded to the Sourcwell portal	*

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.	<p>One of TELUS-SkyHawk's value added partners is Quetica, a partner on the City of Pittsburgh PA project. Here is a list of some of their core competencies</p> <ul style="list-style-type: none"> (i). Quetica provides web-based GIS capabilities to edit maps and routes dynamically out of the box. (ii). Quetica's Routing App is a mobile app running on in-cab tablets. It uses GPS and route data to track route completion status dynamically and will direct drivers to the unfinished roads. (iii) Quetica Routing App uses voice to provide navigation directions to drivers, in addition to visual directions on a map. The Routing App also has Text to Speech (TTS) capabilities to alert drivers using audio on upcoming steel plate, roadblocks, etc. on a route. These capabilities are out of the box. (iv) Return route capability (v) Dynamic road obstacle alerts using TTS and GPS technologies (vi) Route Optimization. Truck size and measurements are used in optimized route design and routing to ensure smooth navigation. <p>Quetica is a VA certified Serviced Disabled Veteran Owned Small Business (SDVOSB). You can find out firm's certification status at the following link: https://vip.vetbiz.va.gov/advancedsearch/searchresults/?id=f23a5d71-a261-eb11-8fed-0003ff01f222&page=1&source=VIPBusinessHome</p>
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>One of the key differentiators of the TELUS-SkyHawk solution is that we do not focus on just a single one-size-fits-all product or service for this use case, but rather offer an array of targeted options that can better match to the unique needs of individual participating entities. TELUS-SkyHawk offers fleet management solutions for the public works, utility and work truck/construction verticals that help optimize and streamline their operations. We also specialize in providing in-vehicle installed GPS modems to provide real-time tracking of vehicle location via cellular, satellite and dual-satellite options which means you can have reliable network coverage wherever your fleet travels. We are furthermore continually driving the evolution of our fleet management portfolio through new options such as dash camera technology and integrations with the other client technology solutions. Whatever the unique fleet management needs of your members – based on specific use case details, fleet size and other parameters – we are sure to have the right solution to offer.</p>

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>TELUS-SkyHawk warranty covers all hardware components including telematics devices, cables, antennas, sensors, and peripherals for a period of one (1) year from the delivery date.</p> <p>All installations performed by TELUS-SkyHawk technicians are covered by a one (1) year workmanship warranty from the date the installation was conducted.</p> <p>TELUS-SkyHawk ConnectAnywhere software is covered by warranty for the period the customer is an active customer. Software maintenance, feature enhancements, and bug fixes are performed periodically and are included free of charge as part of the monthly ConnectAnywhere fee.</p> <p>For more information on TELUS-SkyHawk warranty, please reference - Terms and Conditions defined in the contract templates uploaded to the portal.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	TELUS-SkyHawk will have no warranty obligation with respect to products subjected to abuse, misuse, negligence, modification, tampering, or accident. The product must only be used for its intended purpose.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	TELUS-SkyHawk offers a one (1) year warranty on the workmanship of installation services. If the work performed by the installation technician is found to be sub-standard and requires a repair of the vehicle/asset, the technician's time on site, travel time, and mileage will be covered under warranty.
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?	TELUS-SkyHawk has an extensive network of subcontracted technicians that can be utilized for deployments in most major cities in Canada and the US. Travel to remote areas is possible subject to travel expenses and travel time. It is also possible to deploy our solution without any on-site assistance from TELUS-SkyHawk. We have worked with many customers using a train-the-trainer approach to teach them how to install the telematics device themselves through our robust virtual training program and detailed installation guides. We also provide training on the ConnectAnywhere software virtually to substantially reduce Customer deployment costs.
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?	TELUS-SkyHawk offers a one (1) year warranty on all hardware components covered in our proposal. All defective hardware is to be returned for repair or replacement to our warehouse in Oakville, ON Canada. SkyHawk will coordinate the repair or replacement with the various manufacturer and will take responsibility for the return back to the Customer.
47	What are your proposed exchange and return programs and policies?	<p>New, unused product in original packaging can be returned to TELUS-SkyHawk for a refund, subject to a 20% restocking fee.</p> <p>Exchanges can be arranged free of charge in the case of a Customer ordering error, subject to shipping fees and any difference in price.</p> <p>If TELUS-SkyHawk incorrectly ships the wrong part to a customer, we will cover all incremental shipping charges.</p>
48	Describe any service contract options for the items included in your proposal.	TELUS-SkyHawk extended hardware warranty is 5% of the hardware cost per year. This amount must be agreed upon in advance of the expiration of the standard warranty period and is to be paid annually.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Our standard is net 30. For larger or public sector clients, we can provide up to 45-day terms.
50	Describe any leasing or financing options available for use by educational or governmental entities.	We are very flexible with leasing options. We can provide lease options for 3, 4 or 5 year terms at a 6% interest rate. Hardware, installation and any other one time fees can be included in the lease
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Following initial engagement to define project scope and once all the hardware requirements are known, TELUS-SkyHawk will customize the MS Excel Hardware Order sheet which will include device kits and spare parts required for ease of ordering. The Excel order sheet will include the price of devices and device kits. The process then occurs is as follows:</p> <ol style="list-style-type: none"> 1. The client submits their customized hardware order sheet and PO to their respective TELUS-SkyHawk Account Manager. 2. The TELUS-SkyHawk Account Manager will review for accuracy and follow up with the City if clarifications are required. 3. The finalized order is submitted by the Account Manager to the TELUS-SkyHawk Order Fulfillment Team. 4. The Order Fulfillment Team will review the order and create a Sales Order Ticket in the Jira ticketing system. 5. The ticket is reviewed, the inventory on the pick ticket is compared to inventory level in stock, and the client and Account Manager are sent a communication advising of the planned shipment date. 6. When the order is complete, the Order Fulfillment Team will email the client with the tracking information of the shipment and details pertaining to the hardware devices in the shipment. 7. The Accounting Department will invoice the client after they have received notification of the shipment. <p>As TELUS-SkyHawk is the sole source for all client engagements and contracts under this RFP, all Sourcewell sales will be tagged in the our financial system in order to ensure all revenue is calculated into our quarterly administrative 2% fee payment to Sourewell and reconciled as required and defined in the contract template.</p>
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?	We do not use the P-card procurement and payment process. We are open to looking at this process if awarded.

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 *
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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.	<p>Pricing provided is line-item based pricing to provide the best value available. Discounts vary by product and product category. See Sourcewell Pricing Table Final uploaded to the portal</p> <p>TELUS-Skyhawk offers flexible pricing options designed to provide our clients with the most economical solutions for their fleet. In addition to a comprehensive, economical offering of OEM hardware that provides the flexibility to match devices to assets & needs appropriately, Our ConnectAnywhere pricing model offers a tiered approach, so you only pay for the features you need for each asset. For a detailed summary of the asset types best matched to these tiers, please refer to the detail provided below.</p> <p>Connect Anywhere Asset</p> <p>ConnectAnywhere Asset is our basic plan for assets and non-powered equipment that are on a Low Reporting frequency. Asset types best matched to this tier are Trailers, Non-powered Equipment, removable implements</p> <p>ConnectAnywhere Lite</p> <p>ConnectAnywhere Lite is our entry-level plan for vehicles and equipment that are track and trace with no inputs. This level gives access to all feature reports except for monitoring Input changes. Assets best matched to this tier are Powered Equipment, Light Duty Cars, Trucks, SUVs, Construction or Farm Equipment.</p> <p>ConnectAnywhere Express</p> <p>ConnectAnywhere Express includes all the features and reports from ConnectAnywhere Lite and adds input monitoring, such as a plow blade, beacon light, PTO, etc. Assets best matched to this tier are Any Vehicle or equipment with monitored inputs, such as plow trucks, garbage trucks, sweepers, boom trucks, fire, EMS, Police vehicles.</p> <p>ConnectAnywhere Professional</p> <p>ConnectAnywhere Professional gives access to all our reports and features including our best-in-class Winter Analytics Report. This report gives access to advanced material data and spread rates for your winter operations equipment. Assets best matched to this tier are Winter operations trucks with plows and computerized spreader controllers. Compatible with most major Spreader Controller Models.</p>	
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount is on a line-item basis and represents up to 12% off of TELUS-SkyHawk's standard MSRP	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Additional discounts, based on quantity or volume, would vary depending on customer requirements. TELUS-SkyHawk does provide volume discounts and works to ensure very competitive pricing and value is delivered to the client.	*
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.	Sourced Products and services will be quoted and pricing supplied for each request based upon customers' business requirements.	*
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.	Travel, and related expenses, as well as installation, are not included due to variances between regions. A detailed fee schedule will be provided for approval.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping is not included in pricing and will be billed "as incurred". An estimate of shipping charges can be provided on request.	*

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Items will typically ship from our distribution office in Oakville, Ontario, Canada. Shipping charges are billed as incurred, We work with multiple shipping companies to provide a competitive rate and will choose the shipping option that best meets delivery requirements and offers the best price.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	TELUS-SkyHawk is able to support our clients with either direct field installation and technical services and onsite training with a fully managed solution deployment. Or we can offer virtual training for both the in-field installation and services plus the product training whereby the client can manage and conduct their own solution deployments should they have the resources to do so. Alternately, and one of our most popular options is a combination of managed and virtual services whereby SkyHawk can lead the solution deployments but have the client use their own resources to supplement the SkyHawk staff. Note that this works particularly well for large project deployments.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	In our pricing submission for this RFP TELUS-SkyHawk has put forth a discount on a line-item basis that represents up to 12% off of SkyHawk's standard MSRP.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	TELUS-SkyHawk will check published Sourcewell membership listings to ensure end customers are members prior to the award of any order. All Sourcewell sales will be tagged in the our financial system in order to ensure all sales are calculated into our quarterly administrative 2% fee payment.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

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.	TELUS-Skyhawk offers a range of modems and accessories to ensure that we can provide a perfect solution for each type of equipment. Including, very specialized asset trackers and communication hardware that provide satellite-based communications, high-speed cellular network connectivity and secure WiFi access, as well as rugged devices and specialized asset trackers for both advanced and specialized vehicles and non-vehicle type equipment. Prior to hardware finalization, the SkyHawk team will conduct a thorough review of your current vehicles, equipment, and assets and determine the best fit for your needs. For a detailed description of our modem types and features please refer to the Modem Matrix uploaded to the Sourcewell portal
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NA

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 type="radio"/> Yes <input checked="" type="radio"/> No	NA
67	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	TELUS-SkyHawk can offer In cab navigation, camera and tablet solutions, high speed WiFi gateways.
68	Fleet related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	TELUS-SkyHawk can offer ELD, In vehicle navigation, route optimization and return to route solutions.
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	As a member of the TELUS IoT ecosystem of companies, TELUS-SkyHawk offers a full service telematics, fleet monitoring, asset tracking and geofencing solutions to enterprise clients in the public works, power utility and work truck industries.
70	Motor pool and fleet sharing solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
71	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	

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>Using our enterprise level Salesforce CRM and sales process, some critical metrics we will use to measure the success of our partnership are....</p> <ul style="list-style-type: none"> - Targeted Sourcewell members contacted - Qualification calls (leads) - Qualified sales opportunities - Salesforce funnel progression metrics by SIT level (stages in our sales process) - Deals won - % of outreaches to qualification calls - Qualification call to close - Time period to close - Time to implement - Total contract value - Average contract term - Revenue per unit per month - Average fleet size - Customer satisfaction surveys
73	Describe your approach to data privacy in regard to your proposed solution(s).	<p>Note that TELUS-SkyHawk's ConnectAnywhere system does not collect nor store any Personally Identifiable Information (PII). A Data breach is classified by TELUS-SkyHawk as a critical incident and requires an immediate response. The TELUS-SkyHawk team will work to find a resolution and/or workaround as quickly as possible. Additional Details on TELUS-SkyHawk's Critical Incident Response Process can be found below:</p> <p>1.0 Purpose</p> <p>The propose of this document is to define how Critical Incidents are responded to at TELUS-SkyHawk , identify the stakeholders, the information to be communicated, how the information will be communicated and who is responsible for the communication.</p> <p>2.0 Definition of Critical Incident</p> <p>A Critical Incident is defined as a substantial loss of service with the ConnectAnywhere system or other mission-critical system components, where no workaround is immediately available. Examples include:</p> <ul style="list-style-type: none"> - ConnectAnywhere website is down for all users - Unable to receive and/or record data from all modems

- Cellular or satellite network is down

Note: Scheduled maintenance is not considered a critical incident.

3.0 Internal Notification of Critical Incident

The Development team and Support team must be notified of all critical incidents. Whichever team is notified of the incident first must notify the other team via phone call or email. If notifying via email the subject line must contain URGENT and send to staff.support@skyhawk.co (c.c. support@skyhawk.co if Jira ticket has NOT been created). If the email is not acknowledged by the other team within 5 minutes, follow up with phone call to the appropriate team contacts listed below:

After Hours

When the critical incident occurs outside of TELUS-SkyHawk Support Desk regular business hours (8:30 am – 5 pm Eastern, Monday-Friday), Telelink will follow the call out procedure in Appendix A. It is the responsibility of the person making first contact with Telelink to notify the Support and Development teams noted in section 3.

4.0 Determining Scope of Service Interruption

The Incident Coordinator and Development Coordinator will do a quick assessment of the situation to determine extent of the service interruption and the Customer(s) impacted. If the incident is assessed to be indeed Critical as described in the SLA agreement, the Incident Coordinator will start preparing an email notice to send to the affected Customer(s).

5.0 Notification to Customer

It is the responsibility of the Incident Coordinator to send a notification to the affected Customer(s) via email using the Support Desk no-reply mailbox. The Incident Coordinator will work with the Development Coordinator to gather basic information to send notice to customer(s) using standard templates readily available from the mailbox and pre-defined contact lists set up by server, geographic region and/or network. **IMPORTANT:** If the information is available, the email notification will inform the customer whether the modems are going into Store and Forward mode.

The email notification is to be sent with the contact list in the bcc. to ensure that SkyHawk client list is NOT shared with all Customers. It is also important to bcc. allstaff on the notification.

6.0 Documentation of Critical Incident

It is the responsibility of the Incident Coordinator to ensure a Jira ticket is created to record the details of the incident. After the issue is resolved the Incident Coordinator must ensure the ticket is closed and update the Outage Tracker spreadsheet to record total duration and impact of the service interruption.

7.0 Monitoring of Critical Incident

It is the responsibility of the Support Team to monitor the incident while the Development team works to resolve the issue. The Development Coordinator will keep the Support Team updated with any new information on the investigation, particularly if the resolution is expected to take longer than three (3) hours.

If the incident is still not resolved after three (3) hours from the first notification to the Customer, it is the responsibility of the Incident Coordinator to send updated communication to share any new information. The subject line of the original email will be updated with the prefix UPDATE. If estimated completion time is known, it can be shared with the Customer in the update email. A further update is required if the fix is taking longer than originally communicated to the Customer.

8.0 Validating the Critical Incident is Resolved

The Development Team will notify the Support Team when they feel the issue is resolved. It is the responsibility of the Support Team to validate with a secondary check of logging into the affected system(s) to ensure the issue is resolved before sending the RESOLVED communication (see Section 9.0) to the Customer. If the issue persists, the Incident Coordinator shall communicate the findings back to the Development Team to continue with the investigation.

9.0 Inform the Customer of Issue Resolved

		<p>The Support Desk will prepare a Resolved Communication to update the Customer when both teams agree the issue is resolved. The subject line of the original email will be updated with prefix RESOLVED. The Incident Coordinator shall consult with the Development Coordinator to gather Information such as brief description of the root cause and the estimated duration of the service interruption. Standard templates are available from the Support mailbox with examples of RESOLVED communiques.</p> <p>10.0 Post-Mortem/Root Cause Corrective Action Report (RCCA)</p> <p>Depending on the severity of the incident, a post-mortem may be required to determine the root causes of the issue, corrective actions to prevent re-occurrence, or adherence to the Incident Response process. The Customer may request a formal Root Cause Corrective Action Report. The Incident Coordinator will take lead on setting up a post-mortem meeting with key Development staff and the Management team. The Incident Coordinator will compile the Root Cause Corrective Action (RCCA) Report with input from the Development Coordinator. The Incident Coordinator and the Development Coordinator will be responsible for overseeing the implementation of any corrective actions for their respective teams.</p> <p>When an RCCA Report is required, the Management team will provide feedback on the best method to communicate the RCCA to the Customer. This may be accomplished via email, formal letter, or a meeting led by the Account/Project Manager or Senior Executive.</p> <p>As a TELUS company we have also uploaded the TELUS Data Privacy Document to the Sourcewell portal</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	<input checked="" type="checkbox"/>	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	<input checked="" type="checkbox"/>	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	<input checked="" type="checkbox"/>	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1