

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: IVS, Inc. dba AngelTrax**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IVS, Inc. dba AngelTrax, 119 South Woodburn Drive, Dothan, AL 36305 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:
- a. Fleet management information systems;
 - b. Fleet technology related hardware solutions;
 - c. Related software solutions;
 - d. Fleet telematics;
 - e. Geofencing solutions;
 - f. Motor pool and fleet sharing solutions services;
 - g. Integrated video solutions; and,
 - h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

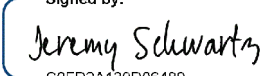
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

IVS, Inc. dba AngelTrax

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/22/2025 | 6:52 AM CDT

DocuSigned by:

 By: 3C495E0856D3472...
 Sally Klein
 Title: Contract Director
 Date: 4/21/2025 | 3:38 PM CDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: IVS, Inc.

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

Address: 119 South Woodburn Drive
Dothan, AL 36305

Contact: Sallyayn Klein

Email: contracts@angeltrax.com

Phone: 334-692-4600 4611

Fax: 334-692-4600

HST#: 04-3699455

Submission Details

Created On: Tuesday September 10, 2024 08:40:38

Submitted On: Friday October 25, 2024 17:13:08

Submitted By: Sallyayn Klein

Email: contracts@angeltrax.com

Transaction #: 851267fd-89e7-4651-a80f-14abdeb4c17c

Submitter's IP Address: 24.35.200.200

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	IVS, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	D.B.A. AngelTrax	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Y2HJSUXMY6J1	*
5	Provide your NAICS code applicable to Solutions proposed.	334220 - Surveillance System, Wearable Body Cameras and Vehicular Video	
6	Proposer Physical Address:	119 South Woodburn Drive Dothan, AL 36305	*
7	Proposer website address (or addresses):	www.angeltrax.com	*
8	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):	Sally Klein, Contract Director 119 South Woodburn Drive Dothan, AL 33605 sally.klein@angeltrax.com Direct: 334-692-4611 Cell: 334-685-9123	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sally Klein, Contract Director 119 South Woodburn Drive Dothan, AL 33605 sally.klein@angeltrax.com Direct: 334-692-4611 Cell: 334-685-9123	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Katherine Tolar, Vice President of Operations 119 South Woodburn Drive Dothan, AL 33605 ktolar@angeltrax.com Direct: 334-692-4609	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>We consistently anticipate the evolving needs of your members and deliver responsive, tailored services. Our unwavering sense of purpose drives us to lead with innovation and strategic foresight, positioning us as your trusted partner in ensuring safety and security.</p> <p>Our guiding principle is clear: make a difference by being different. We achieve this by delivering the most advanced mobile surveillance technologies, specifically designed to enhance the health, safety, and security of your members, passengers, and employees. Through times of industry volatility, we have maintained our commitment to providing dependable service and fulfilling our core mission of making a meaningful impact.</p> <p>For more than 24 years, AngelTrax has distinguished itself in the transportation security industry by continually pushing the boundaries of innovation while nurturing long-lasting relationships with our clients. We consistently exceed expectations as the premier provider of mobile surveillance solutions dedicated to community safety and security.</p> <p>Our sustained success and industry longevity are built on the following core values.</p> <ul style="list-style-type: none"> • Innovation: Driving progress at the intersection of people and technology, we lead the way in cutting-edge solutions that redefine standards. • Connection: We prioritize building lasting, trust-based partnerships with our customers, ensuring our relationships extend far beyond a single transaction. • Differentiation: In a world of imitations, we stand apart by not only being different but by making a true difference. <p>At the heart of AngelTrax is our dedicated team, committed to challenging the status quo in customer service and collaboration. Our pursuit of excellence drives us to constantly develop the latest technologies in video clarity, high-capacity in-vehicle storage, and secure remote access—all hosted within our state-of-the-art AngelTrax facility.</p> <p>*END</p>	*
12	What are your company's expectations in the event of an award?	<p>With the current contract in place, AngelTrax anticipates the continued exceptional support from Sourcewell, which has been greatly appreciated over the years. We value our partnership with Sourcewell and remain committed to promoting our contract as the preferred choice. This is largely due to the streamlined processes you have developed, which benefit not only your members but also vendors like us. The level of support from Sourcewell has consistently been unparalleled.</p> <p>*END</p>	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Please refer to the document upload section of this submission for the Letter of Financial Stability from Mr. John H. Peacock, Vice President of Servis 1st Bank. Should you require any additional information or documentation, we are happy to provide it upon request.</p> <p>UPLOAD Table_2A_Item 13 - Financial Security.pdf</p> <p>*END</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>Unfortunately, we are unable to provide this information, as there is no regulatory agency that mandates the reporting of sales data for our specific product on a national scale.</p> <p>*END</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Unfortunately, we are unable to provide this information, as there is no regulatory agency that mandates the reporting of sales data for our specific product on a national scale.</p> <p>*END</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>While we acknowledge that, if awarded a contract with Sourcewell, we will be required to provide written notification of any future bankruptcy proceedings, we would like to clarify that AngelTrax has never filed for bankruptcy protection to date.</p> <p>*END</p>	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>AngelTrax is best categorized as option B: a manufacturer and service provider.</p> <p>As a provider of customized solutions, AngelTrax specializes in meeting the unique needs of each purchaser, offering comprehensive turn-key services that include product selection, installation and video monitoring/hosting.</p> <p>All installations, service contracts and warranty matters are managed by our team of highly trained and certified corporate field technicians. In cases where our internal scheduling does not align with the purchaser's requirements, and with the purchaser's approval, we may engage a qualified and AngelTrax certified third-party subcontractor to complete the necessary work to accommodate the members time requirements. In event of this scenario, AngelTrax will notify and petition for written approval from Sourcewell prior to moving forward with the installation.</p> <p>Our sales efforts are primarily driven by our team of highly skilled and knowledgeable sales executives, strategically positioned across the country. Additionally, we generate sales through direct partnerships with vehicle dealers and OEM manufacturers. However, to ensure compliance with our potential contract with Sourcewell, sales from these channels are excluded from this proposal.</p> <p>*END</p>	*
18	<p>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>	<p>As a nationwide company, AngelTrax maintains all necessary licenses and certifications required across all U.S. states. Our compliance process involves thorough research of state, county, city, township and parish regulations on a case-by-case basis to ensure adherence to the specific licensing, tax and certification requirements mandated by local governing bodies.</p> <p>As your trusted partner in keeping data safer, AngelTrax is a CJIS compliant organization and strategic partner with Nlets for accurate DMV data.</p> <p>AngelTrax provides cloud hosting for data, images and video in our SOC 2® Type II compliant data center—protected by AngelTrax system administrators with no third parties. To ensure the utmost in personal identity protection, AngelTrax has met the rigorous requirements of the American Institute of Certified Public Accountants (AICPA), the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS), and the International Justice and Public Safety Information Sharing Network, known as Nlets.</p> <p>AngelTrax will always act as the Prime Contractor. In instances where a third-party subcontractor is engaged for labor, AngelTrax will provide notification of all applicable flow-down requirements. Additionally, all relevant documentation from the subcontractor will be kept on file with AngelTrax for future reference.</p> <p>*END</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>While we acknowledge that, if awarded a contract with Sourcewell, we will be required to provide written notification of any future debarment or suspension status, we would like to clarify that AngelTrax has never been debarred nor suspended to date.</p> <p>*END</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>AngelTrax is founded on a commitment to continuous product research and development. As we deepen our understanding of our customers' needs, our products and services evolve to become more efficient and effective. As a leader in technology innovation, we are dedicated not only to creating cutting-edge solutions but also ensuring they integrate seamlessly with the latest advancements in the field.</p> <p>AngelTrax has been recognized as one of Western Digital's Smart Video Top Partners, an honor awarded to only 20 companies globally, for four consecutive years (2020, 2021, 2022, and 2023). This recognition is based on our consistent business growth and the significant contributions we make to the Western Digital WD Purple family of storage solutions.</p> <p>Additionally, AngelTrax holds two patents, with several products trademarked, further establishing our commitment to innovation and excellence.</p> <p>AngelTrax has met the rigorous requirements of the American Institute of Certified Public Accountants (AICPA), the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS), and the International Justice and Public Safety Information Sharing Network, known as Nlets. The AngelTrax Data Center is compliant with the AICPA's SOC 2® Type II requirements.</p> <p>*END</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>We do not categorize our sales by specific end-user sectors. However, all Sourcewell-eligible members, irrespective of their entity type, represent the entirety of AngelTrax sales.</p> <p>*END</p>	*

22	What percentage of your sales are to the education sector in the past three years?	We do not categorize our sales by specific end-user sectors. However, all Sourcewell-eligible members, irrespective of their entity type, represent the entirety of AngelTrax sales. *END	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	GSA \$ 2,995,202 Sourcewell \$ 6,701,980 PEPPM \$ 2,998,714 STATE-DE \$ 1,862,115 STATE-LA \$ 1,856,766 *END	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	AngelTrax GSA \$2,995,202 *END	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Harford Transit (MD)	Gary Blazinsky	410-612-1621 ext 7475	*
Tuscaloosa City Schools (AL)	Ron Schappacher	205-247-2400	*
Ohio County Schools (WV)	Sam Croft	304-2814-1403	*
As a nationwide company, we have an extensive network of references across the United States. Rather than limiting this to the top sales of the three shown, we have provided key references from each region of the country. You can find the complete reference list in the upload section of our RFP submission. UPLOAD: Upload Additional Documents Table_2B_Item 25-References.pdf *END	N/A	N/A	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
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26	Sales force.	<p>As a nationwide company, AngelTrax leverages a dedicated team of sales executives strategically located across the U.S., managed by our national sales manager. This structure enables us to effectively generate sales and provide personalized support across various regions.</p> <p>At AngelTrax, we continually harness our core strengths—innovation, ingenuity, customer feedback, and research and development—to drive both current and future sales. These catalysts empower us to deliver cutting-edge surveillance solutions that incorporate the latest technology, ensuring our offerings meet the evolving needs of our customers.</p> <p>We prioritize understanding our customers' unique requirements. If a specific need isn't addressed by our current solutions, we explore ways to incorporate those features into future designs. By offering state-of-the-art, reliable, and affordable solutions, we foster long-lasting loyalty from our customers.</p> <p>AngelTrax is a corporation, ensuring stability and reliable service. Our employees are highly trained in inventory control and forecasting, ensuring that our warehouse of approximate 21,000 square feet located at our corporate office in Dothan, Alabama, remains well-stocked at all times. Most orders are shipped within 24 hours of our receipt of purchase orders, barring delays that may arise from missing customer information needed for wireless features, or the rare back-order situations caused by the supply chain disruptions such as those related to COVID-19 .</p> <p>*END</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>As the manufacturer, all contract sales under any agreement will be executed as direct sales with AngelTrax serving as the prime contractor with all services managed and executed from our corporate offices located in Dothan, Alabama, with the exception of any labor services which are performed at the member's site. AngelTrax does not use any third-party dealers, distributors, resellers or other distribution methods.</p> <p>*END</p>	*

28	Service force.	<p>AngelTrax is recognized throughout the transportation community as the absolute provider of superior customer service and support. We are passionate about our customers, our people and our products. We are committed to customer satisfaction and product integrity – and we strive to continuously enhance both.</p> <p>Our close-knit teams collaborate to build a successful, long-lasting partnership with each customer, from first contact through system implementation and continued growth.</p> <p>AngelTrax is the employer of seventy-one direct employees, most of which are located at the corporate offices in Dothan, Alabama with the Outside Sales Executives strategically located regionally nationwide. In order to provide the best Customer Service, AngelTrax's volume of sales is handled by thirteen departments and by employees that are highly skilled & experienced in their respective positions and who represent the support team to our outside Sales Executives.</p> <p>Technical support for AngelTrax products is available 24 hours a day by phone or email from our specialized team of technicians and engineers. Each member of our support team is trained to evaluate and resolve issues quickly and efficiently – within hours, not days.</p> <p>AngelTrax technical support is free of charge, whether the call is a result of a warranty or even a non- warranty issue. At the onset of any problem, contact our Technical Support Department at 1.800.673.1788.</p> <p>Committed to providing the best and most efficient customer service in the mobile video surveillance industry, AngelTrax's team of engineers and technicians resolve most product issues during the initial phone call or email conversation. If further assistance is required, and with your permission, AngelTrax technicians can login to your computer remotely and show you step-by-step how to correct the issue.</p> <p>If a product must be repaired or replaced, AngelTrax will immediately ship the necessary products to you. All replacement products are sent via overnight shipping, to ensure that you experience the least possible downtime, unless another shipping method is specified.</p> <p>If the issue requires a Field Engineer to perform a site visit, this will be initiated by the Technical Support Department and the site visit will be scheduled as soon as possible. We offer a toll-free telephone number for your staff's use. We can be reached at 1.800.673.1788, Monday through Friday from 8:00 AM to 5:00 PM CST. We also offer web inquiries on our website, which will initiate an immediate response. Simply enter www.angeltrax.com into your Web browser and click on "Contact Us." Fill out the short form with the requested information and click the submit button. A factory staff technician will be notified immediately and will respond to your inquiry.</p> <p>We have included in the document uploads, three documents titled, "Making a Tech Call" , "Returning AngelTrax Product for Service" and "Limited Warranty" that walks the member through the processes.</p> <p>UPLOADS: Upload Additional Documents</p> <div style="text-align: right;"> <p>Table_3_Item 28_Limited Warranty.pdf</p> <p>Table_3_Item 28_Tech Call pdf</p> <p>Table_3_Item 28_ReturningProducts.PDF</p> </div> <p>*END</p>
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All AngelTrax orders are handled out of our corporate office in Dothan, Alabama. No third-party distributor, dealer or others are involved in the process. All orders are pre-empted with a formal quote, in order to ensure that the solution quoted is a turn-key solution that meets their needs and expectations. Once the system configuration is completed and approved by the member, a purchase order is issued by member direct to AngelTrax. When received, the purchase order is entered into our internal processes.</p> <p>AngelTrax Order Process:</p> <ol style="list-style-type: none"> 1. The end-user requests a formal Sourcewell contract quote. 2. Our inside sales department prepares a detailed quote that includes each item ordered, along with a unique manufacturer product number (contract product number) specific to the Sourcewell contract for proper invoice tagging. The quote is then emailed to the end-user. 3. Any revisions to the quote are made through a revised document (identified by a sequential suffix number) until both AngelTrax and the end-user agree on the final quote. 4. The end-user submits a purchase order to AngelTrax. 5. The inside sales department processes the purchase order and generates an order. 6. The AngelTrax order is processed with a picking ticket sent to the logistics department for fulfillment. 7. The logistics department pulls the ordered products, which are then transferred to the production lab for final equipment testing and the installation of any equipment onto the recording device. 8. After testing, the production lab returns the products to the logistics department for shipment preparation. 9. The logistics team verifies the shipment's contents, initials the packing ticket, records the contents and weight of each box, and creates the packing slip and shipping label. The products are then prepared for pick-up by the appropriate freight company. 10. At the end of the day, all processed orders are closed resulting in the creation of the Sales Invoice that the member receives showing the shipment tracking information and the Order Fulfillment Letter via email. <p>Additional Notes: AngelTrax's dealers and OEMs will not be included in bid submissions. Sourcewell members are required to submit their purchase orders directly to AngelTrax, and all sales will be reported accordingly.</p> <p>We believe in full transparency and open communication with our customers. To that end, with every order we send the customer our "Order Fulfillment Process document via email, which outlines each step of our fulfillment process, ensuring our customers are informed and aware of every milestone.</p> <p>UPLOAD: Upload Additional Documents Table_3_Item 29-Order Fulfillment.pdf</p> <p>*END</p>
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30	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>At AngelTrax, we consistently deliver the industry's most reliable mobile video surveillance solutions. We pride ourselves on providing exemplary customer service that stands above the rest in the transportation industry.</p> <p>Customers are encouraged to contact our technical support department immediately upon identifying any issue, via our toll-free phone number, via our website under support or via email. During working hours the response time is immediate. After hours, messages are forwarded to a technician for a quick response. Most concerns are easily resolved during the initial call or callback. If product replacement is required, a return merchandise authorization (RMA) will be issued, and the replacement product will be shipped with next-day delivery. However, if an onsite visit is required our technicians will initiate the appropriate solution. In the event that an onsite visit is necessary, our installation department will be notified, and a service date will be scheduled.</p> <p>Our technical support department can assist with a variety of issues, including general inquiries or offering follow-up training on the basic use of our products—such as onboarding new employees. For non-technical matters, calls will be routed to the appropriate department for expedited resolution.</p> <p>Our business is built on helping people, driven by a commitment to safety. We are strong advocates for our customers, partners, employees and the public. Our knowledgeable and professional technical support team is available and are here when you need us.</p> <p>*END</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Our customer base aligns seamlessly with the membership categories of Sourcewell, demonstrating our ability to meet their needs effectively. We have equipped our sales representatives to consistently offer contract options, enabling end-users to purchase our products without the time and expense of creating, publishing and reviewing an RFP. This not only streamlines the procurement process but also allows them to implement our solutions sooner, providing greater protection against liability claims.</p> <p>With five months remaining on our current contract, I believe our total sales figure of \$6,701,980 through Q3 2024 reflects our strong commitment to supporting this contract and its members.</p> <p>*END</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>All Sourcewell participating entities and entities of Sourcewell 's partners regardless of their location will have full access to our complete range of solutions.</p> <p>*END</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>All Sourcewell participating entities and entities of Sourcewell 's partners will have full access to our complete range of solutions.</p> <p>*END</p>	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>All Sourcewell participating entities and entities of Sourcewell 's partners will have full access to our complete range of solutions.</p> <p>*END</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>AngelTrax does not impose any additional restrictions or requirements for Sourcewell's participating entities in Hawaii, Alaska or U.S. territories and ensures they will have full access to our complete range of solutions.</p> <p>*END</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>AngelTrax will extend all terms and conditions of any awarded master agreement to nonprofit entities.</p> <p>*END</p>	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The AngelTrax marketing strategy for this contract involves a multifaceted, collaborative approach across our marketing, national sales and bid departments.</p> <p>Upon award or renewal of the contract, we will prominently feature the contract details on the purchasing page of our website, www.angeltrax.com, positioning it as an alternative purchasing method for customers seeking a streamlined alternative to traditional bidding processes.</p> <p>Our national sales executives will be promptly briefed on the contract award and will actively communicate this development to both new and existing customers in their territories. They will guide customers on leveraging the most efficient purchasing methods for AngelTrax systems, through both remote and in-person engagements.</p> <p>Additionally, the contract information will be incorporated into other print and electronic marketing materials to maximize visibility and awareness among our customer base.</p> <p>UPLOAD: Marketing Plan.zip Table_4_Item 37_Contract Page.pdf Table_4_Item 37_WebContract.pdf</p> <p>*END</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At AngelTrax, we leverage advanced technology and digital data to optimize our marketing effectiveness and engage our core clientele across diverse sectors, including student transit, mass transit, fleet and driver behavior, locomotive, and waste management.</p> <p>With more than 24 years in the mobile video surveillance industry, we connect with our audience by addressing industry-specific needs and offering innovative solutions. Our approach encompasses the following:</p> <ol style="list-style-type: none"> 1. Social Media Engagement: We utilize social media platforms to disseminate company news, announce product updates, and address common challenges faced by fleets. By sharing relevant content and solutions, we enhance brand visibility and foster engagement with our target audience. The following links are for our social media websites: Facebook: https://www.facebook.com/angeltrax.usa LinkedIn: https://www.linkedin.com/company/angeltrax X: https://x.com/AngelTrax 2. Targeted Email Campaigns: Our direct emailing strategies allow us to promote industry-specific products and elevate brand awareness among potential and existing customers. By segmenting our email lists based on industry, we tailor our messaging to ensure relevance, thereby driving sales and increasing website traffic. This targeted approach helps us address the unique needs of different sectors, such as mass transit versus school transit. 3. Website Resources: Our website serves as a comprehensive resource for clients and prospects. It features information on our latest products, industry applications, and company details. Current clients have access to password-protected areas, including software downloads, how-to videos, and document downloads, where they can find technical specifications, product manuals, and installation instructions. This ensures they have the tools needed for a successful partnership. 4. Industry-Specific Videos: We produce videos that highlight our products and their impact on creating safer environments for organizations, drivers, passengers, and communities. These videos provide a visual representation of our solutions and foster a deeper connection with the industries we serve. Following are the links to three of the videos for your review: VX4AI https://youtu.be/NDbtS6eQ6b0?feature=shared Mass Transit https://youtu.be/5GakL9xoP6k?feature=shared Student Safety https://youtu.be/VoGWHcVRqs8?feature=shared 5. Client Training: We offer live training sessions both in-person and via webinars to keep clients informed about new and existing products. This interactive training approach enhances trust and strengthens our relationships with clients, reflecting our commitment to exceptional customer service and long-term partnerships. <p>By integrating these technological and digital strategies, AngelTrax effectively promotes our brand and solutions, ensuring that we meet the needs of our clients and continue to build lasting relationships.</p> <p>*END</p>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In our view, Sourcewell plays a critical role in promoting agreements resulting from this RFP with the following support:</p> <ul style="list-style-type: none"> • listing AngelTrax as a Sourcewell contract awardee on the Sourcewell website and relevant contract vendor directories, • providing Sourcewell membership materials for inclusion in our industry trade show booths, enabling interested parties to learn more about membership benefits, • offering complimentary support to our sales team, including training on the specifics of our Sourcewell contract to enhance their ability to communicate its value to customers. <p>Upon receiving the Sourcewell contract award, AngelTrax will seamlessly integrate the contract into our sales process through the following actions:</p> <ul style="list-style-type: none"> • With Sourcewell's approval, we will publish the contract details on the purchasing page of our website to make it easily accessible to customers. • Our national sales executives will proactively share the Sourcewell government contract information page with both existing and prospective customers, ensuring they understand how to benefit from the agreement. • If provided by Sourcewell, membership materials will be prominently displayed in our trade show booths to attract and inform potential clients. • Additionally, any promotional materials or giveaways provided by Sourcewell will be made available at our trade show booths to further enhance customer engagement. <p>*END</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>At this time, we do not offer an e-procurement solution. All sales are facilitated through direct engagement with our national sales department, ensuring personalized support and tailored solutions for each customer.</p> <p>*END</p>	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	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.	<ul style="list-style-type: none"> • Initial Training: AngelTrax provides comprehensive, complimentary initial training to all customers. Once the project installation is complete, an AngelTrax sales representative will schedule a follow-up visit for product training and system education, typically within one to two weeks after installation. This timeframe allows the systems to gather and store operational data, which will be reviewed and utilized during the training session. The initial training is conducted either on-site by the customer's sales representative or remotely via a Teams Meeting led by an AngelTrax national sales product specialist. The customer determines the personnel to be trained, and there is no limit to the number of participants. • Continued Education: AngelTrax offers ongoing training through webinars, which are available to both new employees and those seeking a refresher course on the system. For these sessions, the customer is responsible for providing a suitable training space equipped with an overhead projector and a laptop. Our trainer will remotely access the laptop to deliver the training. This allows multiple employees to be trained simultaneously, ensuring they are well-versed in the system's operation. <p>*END</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>Patented Modular Hybrid Component™ Slide-Rail Technology: AngelTrax's HC Series MDVR/MNVR units feature patented modular slide-rail technology, allowing each component, including the motherboard and power board, to be serviced independently. This eliminates the need to uninstall the entire unit for repairs, minimizing downtime and enhancing operational efficiency. With quick component swaps, users experience faster repairs and reduced liability by ensuring continuous video availability. Our hot-swappable component design allows users to upgrade or add features, such as wireless connectivity, VSM capability, or additional storage, without replacing the entire MDVR. This modular approach provides a flexible, future-proof solution that reduces the total cost of ownership and downtime.</p> <p>Patented Modular Hybrid Component™ Slide-Rail Technology: AngelTrax's HC Series MDVR/MNVR units feature patented modular slide-rail technology, allowing each component, including the motherboard and power board, to be serviced independently. This eliminates the need to uninstall the entire unit for repairs, minimizing downtime and enhancing operational efficiency. With quick component swaps, users experience faster repairs and reduced liability by ensuring continuous video availability. Our hot-swappable component design allows users to upgrade or add features, such as wireless connectivity, VSM capability, or additional storage, without replacing the entire MDVR. This modular approach provides a flexible, future-proof solution that reduces the total cost of ownership and downtime.</p> <p>Virtual Synchronized Mapping (VSM) Technology: AngelTrax's VSM technology is the only mobile video surveillance GPS mapping system that embeds GPS data directly into video footage. This ensures permanent, unalterable location records that are admissible in court. With VSM, every stop, start, and turn is precisely synchronized with video and audio, providing irrefutable evidence of passenger activity, including entry and exit points.</p> <p>Patent-Pending Parallax View Camera Configuration: Designed for large transit buses, the Parallax View camera configuration offers a near 210-degree field of view per camera without the distortion found in conventional 360-degree cameras. Combined with 4K resolution, the system provides seamless, high-quality coverage of the entire bus interior, ensuring comprehensive surveillance at a competitive cost.</p> <p>Driver Behavior Safety System Analytics: The MotoTrax driver behavior system is the only driver safety solution that integrates automated data collection, driver scoring, direct driver coaching, and 1080P camera coverage for interior, exterior, windshield, and cab views. With proprietary algorithms and real-time coaching, this system significantly reduces the risk of accidents and fatalities.</p> <p>Child Safety Program Historical data from the manual precursor to today's automated systems shows that stop arm cameras can positively change driver behavior when their evidence is consistently and diligently used, reviewed and processed by law enforcement. Powered by AngelTrax and created to keep kids safer, the Child Safety Program strives to serve and assist law enforcement in changing behavior along school bus routes for safer drivers, safer streets and safer children. We have partnered with school districts throughout the United States to eliminate the epidemic of stop arm violations endangering students as they enter and exit school buses. The Child Safety Program team is led by industry experts in developing and utilizing innovative technologies in products and processes to provide an automated stop arm violation system that will improve safety in every community, from violation detection to citation through adjudication. *END</p>	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>At this time, our product line does not include any specific "green" initiatives, and there are no related certifications applicable to our solutions. *END</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>AngelTrax's patented Hybrid Component Technology in our MDVRs/MNVRs is engineered for durability and sustainability. Constructed from military-grade materials, these systems are designed with modular, upgradeable components, which significantly extend the lifespan of the MDVR/MNVR compared to conventional designs. This innovative approach allows many of our customers to redeploy units from retired vehicles to new ones, further reducing waste.</p> <p>Our Hybrid Component™ Series MDVRs/MNVRs feature slide-rail technology, enabling individual components to be easily removed for repair or replacement, minimizing downtime and extending the product's usability. This reduces the volume of electronic waste destined for landfills, contributing to a more sustainable solution. *END</p>	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>AngelTrax is a leader in providing dependable, high-quality surveillance solutions with a proven track record, evidenced by a less than one percent return rate on our products. Our commitment to innovation is unmatched, leveraging cutting-edge technology and continuous customer feedback to deliver industry-leading, one-of-a-kind solutions tailored to meet the needs of Sourcewell participating entities.</p> <p>Key attributes that set AngelTrax apart:</p> <ul style="list-style-type: none"> • Customization: We offer tailored solutions that align with individual affordability and technological requirements, consistently exceeding industry standards. • Uncompromised Quality: AngelTrax ensures superior image and sound quality without sacrificing efficiency. Our advanced camera systems capture high-resolution video and audio, creating court-admissible evidence for reliable incident documentation. • Exceptional Customer Support: Our customer service team, composed of specialized engineers and technicians, handles all support in-house and resolves most issues during the initial call or email. We never outsource support, ensuring consistent, reliable service. • Innovative Driver Safety Solutions: Our revolutionary driver safety system includes automatic driver scoring and real-time coaching. This system helps fleets reduce accidents by detecting unsafe driving behaviors and providing actionable insights to prevent future incidents, offering a proactive approach to fleet safety management. • Technological Leadership: With a foundation in product research and development, AngelTrax continuously enhances its products to address evolving customer needs. We are driven to provide the most innovative and reliable mobile surveillance solutions, consistently leading the market with cutting-edge technology. • Value-Added Services: AngelTrax offers free shipping and handling for all sales within the continental United States, ensuring a further seamless and cost-effective purchasing experience. <p>Through our comprehensive approach, AngelTrax helps reduce liability, increase ROI, and enhance public safety, making us a trusted partner for Sourcewell participating entities.</p> <p>*END</p>
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	<p>At AngelTrax, safeguarding privacy and security is our top priority. As your trusted partner in keeping data safer, AngelTrax is a strategic partner with the International Justice and Public Safety Information Sharing Network, known as Nlets, for accurate DMV data. Additionally, we are proud to maintain certifications for the American Institute of Certified Public Accountants (AICPA) SOC 2 Type II compliance and for the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS). These certifications are available upon request.</p> <p>For clients with cellular connectivity for their fleet vehicles, AngelTrax provides cloud hosting for data, images and video in our SOC 2® Type II compliant data center—protected by AngelTrax system administrators with no third parties. Each of our clients is allocated a dedicated server, ensuring that only their data resides on that server. Furthermore, each client is assigned both a unique public and local IP address, which we securely manage through Network Address Translation (NAT) at the firewall level.</p> <p>Access to these servers is strictly limited to our data center team, ensuring the highest level of control. For added protection, all server backups are maintained locally as cold backups and stored offsite, providing redundancy and data security.</p> <p>UPLOAD: Upload Additional Documents Table_5A_Item 46-SOC2 Type2 Cert.pdf</p> <p>*END</p>
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	<p>We do not currently have these capabilities.</p> <p>*END</p>

48	<p>Describe any capabilities around safety and accident management your proposed solutions offer.</p>	<p>AngelTrax offers advanced driver behavior solutions for several of our clients, designed to promote safe driving practices through driver scoring and personalized coaching. Our technology not only reduces liability but also provides comprehensive monitoring of vehicle movements. With high-definition video, we capture court-admissible evidence to protect both drivers and passengers.</p> <p>Key benefits:</p> <ul style="list-style-type: none">• Enhanced passenger and driver safety• Court-ready video evidence to document incidents• Improved fleet efficiency through detailed reporting• Real-time route tracking for increased operational reliability <p>Our proprietary algorithms identify critical driving behaviors such as hard braking, sharp turns, and driver distraction. Each recorded video undergoes thorough review by the AngelTrax team before being forwarded to clients for targeted driver coaching.</p> <p>Child Safety Program</p> <p>Historical data from the manual precursor to today's automated systems shows that stop arm cameras can positively change driver behavior when their evidence is consistently and diligently used, reviewed and processed by law enforcement. Powered by AngelTrax and created to keep kids safer, the Child Safety Program strives to serve and assist law enforcement in changing behavior along school bus routes-for safer drivers, safer streets and safer children. We have partnered with school districts throughout the United States to eliminate the epidemic of stop arm violations endangering students as they enter and exit school buses.</p> <p>The Child Safety Program team is led by industry experts in developing and utilizing innovative technologies in products and processes to provide an automated stop arm violation system that will improve safety in every community, from violation detection to citation through adjudication.</p> <p>*END</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	<p>AngelTrax offers payment terms of Net 30 days. We accept a variety of payment methods, including P-Card, check, ACH, Visa, MasterCard, and American Express.</p> <p>*END</p>	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>AngelTrax offers equipment leasing terms through two reputable leasing companies: Southlake Capital and NCL Government Capital, the latter of which is also a Sourcwell contract holder. We provide leasing quotes from both companies, ensuring that members receive comparable options and pricing.</p> <p>In this process, AngelTrax acts as an intermediary, facilitating the initial request for quotes and presenting them to the members. Should the member express interest, the leasing agreement is finalized directly with the chosen company.</p> <p>*END</p> <p>*END</p>	*

<p>AngelTrax employs a standardized, preformatted quote and invoice system for all sales transactions. Our Quote document automatically includes key disclaimers, such as:</p> <p>"BID TERMS & CONDITIONS: If this quote is issued in response to a bid, the terms and conditions of the bid shall supersede any applicable terms, conditions, or disclaimers outlined in this quote."</p> <p>UPLOADS: Standard Transaction Document Samples Table_6_Item 60_Invoice</p> <p>Sample.PDF Table_6_Item 60_Quote</p> <p>Sample.PDF *END</p>	
<p>AngelTrax accepts P-card procurement with no additional cost to Sourcewell participating entities for payment processing. End-users will be required to provide the necessary credit card details, including card number, cardholder name, billing address, expiration date, and security code. Upon processing the transaction, a receipt will be promptly issued to the end-user via email.</p> <p>*END</p>	
<p>AngelTrax is submitting a pricing model that includes product-category line-item discounts based on MSRP, which serves as our ceiling pricing. We have included the Sourcewell Bid Price List" within our bid submission, detailing all products submitted for consideration.</p> <p>*END</p>	
<p>AngelTrax submitted Pricing is ceiling based on percentage discount from MSRP; with a percentage range from 0% (Labor) to 60% (Products and Services).</p> <p>*END</p>	
<p>AngelTrax operates within a highly specialized industry, where flexibility in offering discounts is essential for success. As a manufacturer, we assess each transaction individually, tailoring discounts based on the unique circumstances of the sale. Our diverse customer base spans various sectors, including:</p> <ul style="list-style-type: none"> • Original Equipment Manufacturers (OEMs) • Dealers: Master, Established, Stocking, and New Dealers • Fleets: State, Local, Private; White Fleets (City, County, State) • Driver Behavior: State, Local, Private • Mass Transit: County, City, Local, Private • Education: City and County School Districts, Private Schools, and Universities • Locomotive, Prisoner Transport, Law Enforcement, and First Responders: Fire, EMT, and Ambulance (City, County, State, Private) <p>Discounts are determined on a case-by-case basis, taking into consideration a range of factors, such as:</p> <ul style="list-style-type: none"> • Participation in competitive quoting processes • Efforts to capture market share from users of competitor systems • Engagement in formal RFPs or RFQs, where pricing competitiveness is key • Fleet size, which can indicate potential for future sales • The location of the end-user, especially since Sourcewell members are nationwide, is also a factor. <p>This customized approach allows us to provide competitive pricing that reflects the specific needs and dynamics of each transaction, ensuring maximum value for our clients.</p> <p>*END</p>	

65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	<p>AngelTrax will clearly designate items as either "open market" or "non-contract" in the description provided within the quote. Our submitted pricing is based on "ceiling prices," meaning the discount offered may either be calculated from this ceiling using our standard discount structure or will reflect the MSRP, depending on the specific non-contracted item in question.</p> <p>Additional discounts may be applied based on factors such as the size of the order, competitive pressures, or other considerations as outlined previously.</p> <p>Given the rapid pace of technological advancements, AngelTrax will update its price list frequently throughout the year to ensure new products are made available for purchase under this contract.</p> <p>Any Open Market Items purchased under the Sourcewell contract will be included in the computation of the Administrative Fees.</p> <p>*END</p>	*
66	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.	<p>All systems purchased through AngelTrax are provided as turn-key solutions. All associated costs, including labor and any shipping charges for which the customer may be responsible, as explained in our RFP response, are itemized in the quote.</p> <p>Certain wireless services offered by AngelTrax are billed annually, with renewal charges automatically rebilled on the anniversary date. Customers have the option to continue the service or allow it to expire.</p> <p>Any items that incur recurring licensing fees will be clearly indicated as such within the item description.</p> <p>Regarding sales tax, AngelTrax does not collect or pay any out-of-state sales tax; therefore, tax is not included in our pricing. Our required quote and invoice will reflect sales tax as a separate line item, if applicable by law.</p> <p>*END</p>	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>AngelTrax provides standard shipping and handling at no additional cost for deliveries within the Continental United States. Expedited shipping services are available upon request, with any applicable charges added to the customer's invoice. For deliveries outside the Continental United States, shipping fees will be calculated and included in the customer's quote and invoice as a separate line item.</p> <p>*END</p>	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Fair and equitable shipping and handling charges will be applied and clearly itemized on the required quote for delivery locations outside the Continental United States. These charges will be calculated based on the specific products and services being purchased.</p> <p>*END</p>	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>AngelTrax manages all orders in-house, ensuring complete oversight of packaging and shipping directly from our corporate office in Dothan, Alabama. We do not use external distribution centers, allowing us to maintain quality control and consistency throughout the fulfillment process.</p> <p>For shipping, orders exceeding 10 boxes are dispatched via common freight carriers, while smaller shipments are handled by Federal Express (FedEx) or United Parcel Service (UPS).</p> <p>We offer complimentary shipping within the Continental United States. Customers located outside this region or those requiring expedited shipping services can choose between standard ground shipping or options such as 2nd Day Air and Next Day Air. The costs associated with expedited services are added to the customer's quote and invoice accordingly.</p> <p>*END</p>	*

70	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>Upon contract award, AngelTrax will implement a rigorous self-audit process to ensure full compliance with the Sourcwell agreement, including accurate pricing for all participating entities. A detailed checklist will accompany each quote internally, specifying all contract requirements. This checklist will verify pricing and ensure the proper use of the designated Contract Product Number, "STATE-MN-Sourcwell," which has been assigned to this contract for accurate tracking of Sourcwell-related sales.</p> <p>AngelTrax maintains an electronic contract file that includes the pricing list and a checklist of all bid requirements. This file is accessed by the inside sales department team for every quote and order associated with this contract to ensure accuracy and compliance.</p> <p>For each transaction, a checklist is completed to confirm that pricing aligns with the contract terms. Prior to calculating the quarterly administrative fee, the accounting department generates a report of all sales tied to the unique contract product number. This report is then cross-referenced with the monthly contract sales list to ensure precise reporting and strict adherence to contract terms.</p> <p>REPORTING SALES AngelTrax Monthly Reporting Process:</p> <ol style="list-style-type: none"> 1. On the first of each month, the accounting department runs a sales report for the previous month's invoices that includes a contract product number. The report details all end-users, invoice numbers, invoice dates, and unique contract product numbers, along with copies of the invoices showing all line items. 2. The contract director inputs this data into both the AngelTrax contract sales report and the Sourcwell sales report, if applicable. 3. Administrative fees are calculated and submitted to the accounting department for payment. <p>AngelTrax Quarterly Reporting Process:</p> <ol style="list-style-type: none"> 1. At the end of each quarter, the accounting department runs a sales report for the previous quarter. This report lists all end-users, invoice numbers, invoice dates, and unique contract product numbers, along with copies of the invoices showing all line items. 2. The contract director compares the current and previous months' entries in both the AngelTrax contract sales report and the Sourcwell sales report, if applicable, ensuring all sales are accounted for. 3. Administrative fees are calculated and submitted to the accounting department for payment. <p>*END</p>
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71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>To ensure the success of the agreement, AngelTrax will track several key internal metrics:</p> <p>Monthly Sales Analysis: We will generate monthly sales reports to assess performance under the contract. If sales fall short of expectations, we will conduct in-depth analyses to identify obstacles faced by our sales executives and implement strategies to address these challenges.</p> <p>Trend Identification: Ongoing communication with our sales team will help us stay informed about emerging industry trends that may impact sales. This will allow us to adapt our approach to better meet market demands.</p> <p>Quote Monitoring: We will closely monitor open quotes issued under this contract to investigate any delays in purchase decisions. Given that many of our customers require Board approval for purchases, we recognize that there may be significant lag time—sometimes over a year—between issuing a quote and receiving a purchase order. Understanding these timelines will allow us to manage expectations and respond proactively.</p> <p>By tracking these metrics, AngelTrax will continuously evaluate our performance and make adjustments as necessary to ensure we meet the goals of the agreement.</p> <p>*END</p>	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>AngelTrax proposes to uphold the previously agreed-upon administrative fee of two percent on all sales of products and services, including purchases of Open Market Items, but excluding any expedited freight charges or shipping charges to outside the Continental United States, which would remain the responsibility of the participating members.</p> <p>*END</p>	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	<p>AngelTrax's pricing falls into your category descriptions of both A & C. The pricing we have submitted (ceiling pricing) is competitive and, in many cases, equal to or better than the pricing typically offered through existing cooperative contracts, state contracts, or agencies. Additionally, we may apply further discounts based on factors such as order volume, market competition, or other considerations as previously outlined.</p> <p>In support of our submitted product line, the enclosed Bid Pricing list provides detailed part numbers, full descriptions of each item, as well as both the MSRP, discount percentage and Sourcewell Bid prices.</p> <p>UPLOAD Table_7_Item 73_Bid Pricing .pdf *END</p>	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>At AngelTrax, we take pride in offering a diverse range of solutions tailored to meet the unique needs of your members. We recognize that every customer has distinct requirements, budgetary constraints, and expectations. Our comprehensive product offerings allow us to customize solutions that align with each customer's specific objectives, ensuring they stay within their available funding.</p> <p>In support of our submitted product line, the submitted bid price list provides detailed part numbers, full descriptions of each item, as well as both the MSRP and Sourcewell bid prices.</p> <p>Should you require more detailed information about our products, we have included Bid Specifications and Informative One-Sheets on the key products of DVRs, Cameras and Wireless Features available with our systems.</p> <p>UPLOAD: Upload Additional Documents Table_8A_Item 74-Features of Systems.zip Table_8A_Item 74-Product DVRs</p> <p>*END</p>

75	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>AngelTrax Product Line - Subcategories of Solutions</p> <ol style="list-style-type: none"> 1. DVR Systems <ul style="list-style-type: none"> • DVR • MDVR • NDVR 2. Drives / Trays <ul style="list-style-type: none"> • Platter Hard Drive • Platter Hard Drive Tray • Solid State Hard Drive • Solid State Hard Drive Tray • Solid State M.2 Memory Card Drive • Secondary SD Card Drive 3. Cameras <ul style="list-style-type: none"> • Interior Cameras • Exterior Cameras • Stop Arm Violation Camera (Manual) • Stop Arm Violation Camera (Automatic Detection) • Backing Cameras • Windshield Driver View Cameras • Windshield Camera System • Birds Eye View Camera System • Specialty Camera Systems 4. Monitors & Display Equipment <ul style="list-style-type: none"> • Monitors • Brackets 5. Connectivity & Support Equipment <ul style="list-style-type: none"> • Cables • GPS • G-Force Systems 6. Wireless <ul style="list-style-type: none"> • Wireless Data Plans • Wireless Equipment • Wireless Features & Services • Video Management & Hosting • PRO8CMS • HOSTED SERVER • Safety Programs • Child Safety Programs • Driver Behavior 7. Labor <ul style="list-style-type: none"> • Labor - Installation • Labor - Uninstallation (Cut & Tuck) • Labor - Uninstallation (Full Removal) • Labor - Wireless Configuration • Labor - Skilled • Labor - Certification • Labor - 2nd Day Certification • Labor - Access Point(s) • Labor - RMA (Bench Fee) <p>*END</p>
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Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core Products	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core Products	*
78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core Products	*
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core Products	*
80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core Products	*
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core Products	*
82	Motor pool and fleet sharing solutions services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core Products and Ancillary	*
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Core Products	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ancillary	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
85		<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - Table_7_Item 73_Bid Pricing .pdf - Friday October 25, 2024 10:39:49
- [Financial Strength and Stability](#) - Table_2A_Item 13 - Financial Security.pdf - Friday October 25, 2024 11:00:15
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Friday October 25, 2024 11:09:32
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Friday October 25, 2024 11:11:29
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Upload Additional Documents.zip - Friday October 25, 2024 17:06:04

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ 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_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	<input checked="" type="checkbox"/>	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	<input checked="" type="checkbox"/>	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	<input checked="" type="checkbox"/>	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	<input checked="" type="checkbox"/>	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	<input checked="" type="checkbox"/>	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	<input checked="" type="checkbox"/>	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102924_Fleet_Management_Technology Tue September 24 2024 08:22 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	<input checked="" type="checkbox"/>	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	<input checked="" type="checkbox"/>	1