

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: TELUS Communications Inc. dba SkyHawk Telematics**

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 TELUS Communications Inc. dba SkyHawk Telematics, 510 West Georgia Street, Vancouver, British Columbia, Canada V6B 0M3 (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**

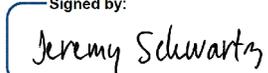
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

TELUS Communications Inc. dba SkyHawk Telematics

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/22/2025 | 1:34 PM CDT

DocuSigned by:  
  
 4B57E1F4135B4E8...  
 By: \_\_\_\_\_  
 Michael Vitullo  
 Title: Director of Sales  
 Date: 4/22/2025 | 9:25 AM PDT

# RFP 102924 - Fleet Management Technologies with Related Software Solutions

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## Vendor Details

Company Name: TELUS Communications

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

Address: [www.telus.com](http://www.telus.com)  
25 York St  
Toronto, ontario M5J 2V5

Contact: Laurie Crozier

Email: [laurie.crozier@telus.com](mailto:laurie.crozier@telus.com)

Phone: 437-343-3656

Fax: 437-343-3656

HST#: 100652692 RT0001

## Submission Details

Created On: Tuesday September 10, 2024 11:09:11

Submitted On: Monday October 28, 2024 14:36:02

Submitted By: Laurie Crozier

Email: [laurie.crozier@telus.com](mailto:laurie.crozier@telus.com)

Transaction #: 5ce5752a-061b-44c1-9e32-b698780096f6

Submitter's IP Address: 206.108.31.36

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**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.	The legal name of the proposer authorized to submit this proposal is: TELUS Communications 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).	There are no subsidiaries, authorized affiliates or other entities that will be responsible for delivering the proposed solution. TELUS will be the responsible supplier that will execute a master agreement with Sourcewell.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	The CAGE (Commercial and Government Entity) code for TELUS is 62478.
5	Provide your NAICS code applicable to Solutions proposed.	The NAICS codes that pertain to the solutions proposed herein are as follows: <ul style="list-style-type: none"> <li>● FOCUS by TELUS: 51 and 518</li> <li>● Skyhawk Telematics: 33 and 334</li> </ul>
6	Proposer Physical Address:	The head office address for TELUS is as follows:  TELUS Corporation 510 West Georgia Street Vancouver, British Columbia Canada V6B 0M3  Please note that in addition to our corporate headquarters office, we have many regional offices across North America. We would be happy to provide you a complete listing of these other offices on request.
7	Proposer website address (or addresses):	Our website address is as follows: <a href="http://telus.com/advanced-fleet">telus.com/advanced-fleet</a> .
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):	Our authorized representative for this proposal is:  Name: Michael Vitullo Title: Director of Sales Email address: <a href="mailto:michael.vitullo@telus.com">michael.vitullo@telus.com</a> Phone: 647.654.8567
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	The primary contact for this proposal is as follows:  Name: Gregg Abdella Title: Senior Sales Specialist, Advanced Fleet Solutions Email address: <a href="mailto:gregg.abdella1@telus.com">gregg.abdella1@telus.com</a> Phone: 413.205.7533
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	The proposal manager who coordinated and submitted this response is as follows:  Name: Elaine Pennell Title: Senior Sales Specialist - IOT, Advanced Fleet Solutions & Connected Worker Email address: <a href="mailto:elaine.pennell@telus.com">elaine.pennell@telus.com</a> Phone: 905.580.5440

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

Line Item	Question	Response *
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>TELUS Communications was founded in 1990 as a provincial telecommunications company in Alberta, Canada, originally a government-run entity under Alberta Government Telephones (AGT). In 1991, the company was privatized, and in 1999, TELUS merged with BC Telecom to create the second-largest telecommunications provider in Canada. This merger marked a significant shift for TELUS, transforming it from a regional player to a national leader in the telecom industry.</p> <p>As a leader in telecommunications and technology, TELUS has not only provided essential communication services but also expanded into new markets, including healthcare, smart agriculture, and digital security. By embracing new technologies like 5G, cloud services, and AI-driven solutions, TELUS remains at the forefront of the rapidly evolving tech landscape. Its integration of these technologies into various sectors, including telematics, demonstrates its ongoing adaptability and resilience in the competitive market.</p> <p><b>Core Values and Business Philosophy</b></p> <p>TELUS is deeply rooted in a customer-first philosophy, centered on providing exceptional service and fostering trust with clients, employees, and communities. Our core values emphasize community engagement, teamwork, innovation, and integrity. Our "We Give Where We Live" program highlights TELUS's commitment to social responsibility, where employees and stakeholders actively participate in charity work and environmental sustainability initiatives.</p> <p>In terms of its business philosophy, TELUS prioritizes technological innovation and human connection, aiming to leverage cutting-edge technology while maintaining a personal touch in customer service. We consistently invest in research and development to stay ahead in sectors like wireless services, healthcare technology, and telematics, ensuring long-term sustainability and growth.</p> <p><b>Industry Longevity and Telematics Solutions</b></p> <p>TELUS is a leading force in the Canadian telematics industry, leveraging our advanced telecommunications infrastructure to deliver innovative fleet and asset management solutions to businesses across the country. With a strong emphasis on connectivity, TELUS integrates IoT (Internet of Things) technologies and data analytics into our telematics services, enabling real-time monitoring of vehicle locations, driver behavior, fuel consumption, and maintenance needs. This data-driven approach helps organizations improve efficiency, reduce costs, and ensure safer operations. TELUS has also invested heavily in 5G networks and IoT platforms, positioning ourselves at the forefront of connected vehicle technology in Canada. Through partnerships with other tech innovators and a dedicated focus on customer needs, TELUS continues to set high standards for telematics solutions in Canada, helping businesses across sectors optimize their logistics and operations.</p> <p>TELUS offers robust capabilities in asset tracking and video telematics, combining advanced IoT and telecommunications technology to enhance operational visibility and security for businesses. With asset tracking, TELUS provides real-time monitoring of high-value goods and equipment, allowing businesses to track the exact location, status, and conditions of assets, whether in transit or stationary. Their asset tracking solutions include geofencing, automated alerts, and usage reporting, which help reduce loss, streamline inventory management, and optimize asset utilization. In video telematics, TELUS delivers real-time video monitoring integrated with telematics data to enhance driver safety, monitor road conditions, and provide critical insights into driver behavior. These solutions use smart cameras and AI-driven analytics to assess events such as harsh braking, speeding, or sudden turns, giving fleet managers actionable data to improve driver training and safety practices. With these capabilities, TELUS empowers businesses to protect assets, enhance operational efficiency, and promote safer driving practices.</p> <p>TELUS Fleet, a division of TELUS, plays a critical role in helping businesses monitor fleet performance and safety. Through our telematics solutions, we have created a comprehensive suite of services that helps companies to better manage their vehicles, assets, and drivers. With the ability to integrate advanced features like GPS tracking, fuel management, and compliance reporting, TELUS continues to innovate in the telematics sector. This diversification has solidified our role as a trusted partner in industries such as municipalities, transportation, logistics, and construction.</p> <p>TELUS has strengthened its position in the telematics and IoT market through strategic acquisitions and investments, including the acquisition of Fleet Complete's subsidiary, FOCS, and SkyHawk Telematics. These acquisitions have expanded TELUS's portfolio of fleet management and telematics solutions, particularly enhancing its capabilities in GPS tracking, fleet safety, and compliance. Additionally, TELUS has invested in Raven Connected, a leader in smart camera and video telematics</p>

		<p>technology, to further enhance its video telematics offerings. By integrating the technologies and expertise from these companies, TELUS is able to offer comprehensive, data-driven solutions that cater to a wide range of industries, supporting businesses in optimizing fleet performance, ensuring compliance, and improving asset security across Canada.</p> <p>With one of the largest corporate fleets in Canada, TELUS fully deploys the fleet solutions we sell to our own vehicles. As one of our own largest suppliers, TELUS very much takes our learnings to hear and apply those to running our business.</p> <p>Overall, TELUS's industry longevity, rooted in our core values of customer service, innovation, and social responsibility, has helped the company maintain a strong presence across North America. Our telematics solutions, combined with decades of experience, offer clients advanced tools to optimize fleet management and improve operational efficiency.</p>	
12	What are your company's expectations in the event of an award?	<p>Our primary expectation would be that notification of award of contract from Sourcewell to TELUS on this RFP would effectively constitute certification of TELUS as an approved vendor of fleet management solutions and that this notification would enable your members to continue placing orders with TELUS on Sourcewell commercial paper thereafter. We also presume that you would communicate this certification with your membership and that TELUS sales personnel would be free to contact members in regards to related sales opportunities.</p> <p>We would propose having continuing conversations with you to discover whether some of our other IoT solution areas which supplement our fleet solutions could potentially be added to our vendor certification, thereby expanding the range of solutions you can approve for your members and driving further potential volume savings over time.</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>TELUS Corporation demonstrates strong financial strength and stability through a variety of metrics, including credit ratings, bond offerings, and comprehensive financial statements.</p> <ol style="list-style-type: none"> <li><b>Credit Ratings:</b> TELUS maintains solid investment-grade credit ratings from multiple agencies. As of August 2024, TELUS is rated BBB by both Standard &amp; Poor's and DBRS, and Baa2 by Moody's, indicating a low risk of default. These ratings reflect TELUS's robust financial standing and its ability to meet debt obligations.</li> <li><b>Bond Offerings:</b> TELUS has issued a variety of bonds, showing consistent market confidence. For example, TELUS has a C\$1.1 billion note maturing in 2032 with a 5.25% interest rate and several other bonds stretching into 2053. These long-term debts are part of a well-managed capital structure, with rates ranging from 2.05% to 5.95%.</li> <li><b>Financial Performance:</b> TELUS's most recent financial reports reveal strong revenue growth, with revenues for 2023 reaching C\$19.4 billion, marking a significant increase from previous years. This reflects its expansion in core telecommunications services, health, and agriculture sectors.</li> </ol> <p>Together, these factors position TELUS as a financially stable and reliable entity in the telecommunications industry. We have included a copy of our Annual Report for 2023, the latest fiscal year available, in the 'Upload Additional Document' link on the Sourcewell portal for this RFP.</p>	*
14	What is your US market share for the Solutions that you are proposing?	The US market share of our company's total fleet solutions business in 2024 is 15%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	The Canadian market share of our company's total fleet solutions business in 2024 is 85%.	*
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.	N/A: TELUS has not filed for bankruptcy at any time in its history.	*

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>TELUS is uniquely positioned as a comprehensive, end-to-end solution provider in the telematics and IoT space, offering seamless integration across hardware, network, and software components. Unlike many providers that specialize in only one aspect of telematics, TELUS covers every step, from the installation of telematics hardware in vehicles and assets to providing a reliable, high-speed network for real-time data transfer, all integrated with our proprietary software platforms. This holistic approach enables TELUS to deliver a streamlined, cohesive solution that simplifies operations and reduces dependency on multiple vendors. Additionally, TELUS has an integrated direct sales team and a dedicated IoT support team, ensuring businesses receive specialized guidance from initial deployment through ongoing support. This unified service model helps clients optimize their operations more effectively, enhancing productivity, connectivity, and service continuity across their fleets and assets.</p> <p>One of the advantages of dealing with TELUS is that we are not merely a dealer/distributor but rather the manufacturer of the fleet management solution(s) included in the scope of this proposal, through our operating team. In addition, our sales force is comprised of direct TELUS employees, rather than agents or any other type of "middle man". This means that your sales service and customer service are all provided directly from TELUS and we do not involve any sub-contractors in our dealings with you. On this basis, TELUS can best be described as option (b) a manufacturer and service provider.</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>N/A: No special licenses or certifications are required of TELUS in order to deliver the solutions in scope of this RFP. That said, we do have a number of quality management and other certifications (e.g. ISO) and if those are of interest, we can provide more detail on request.</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>N/A: TELUS has not been subject to any debarments or suspensions within the past seven years.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Here's a summary of some of TELUS' notable achievements of the past five year:</p> <ol style="list-style-type: none"> <li>1. Sustainable Development Strategy Award (2023): TELUS won the prestigious Mercure award for its sustainable development strategy on May 23, 2023. This award highlights TELUS' position as an industry leader in sustainability practices.</li> <li>2. OpenSignal Network Awards (2023): On February 23, 2023, TELUS was named Canada's Most Awarded Network by OpenSignal for the 12th consecutive time. We received six Mobile Network Experience Awards and five 5G Experience Awards, demonstrating our excellence in mobile network quality and 5G services.</li> <li>3. Digital Services Recognition (2024): TELUS Digital was recognized as one of the BPS Top 10 service providers by percentage growth in the 2024 Everest Group BPS Top 50™. This global listing acknowledges TELUS's growth and prominence in digital services.</li> <li>4. Canada Awards for Excellence: Although the specific year isn't mentioned in the search results, TELUS has been recognized multiple times by the Canada Awards of Excellence. We have received this award four times, including a Quality Award for TELUS Mobility.</li> <li>5. Ongoing Recognition: TELUS maintains a dedicated awards page on our website (please visit: <a href="https://www.telus.com/en/about/awards">https://www.telus.com/en/about/awards</a>), showcasing achievements in various areas. As indicated, we are recognized for their global-leading networks, sustainable business practices, and efforts in driving social change.</li> </ol>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>We estimate that the government sector accounts for approximately 20% of TELUS's IoT Fleet Management sales over the past three years.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>The education sector is currently a small but growing market segment for TELUS IoT. We have enrolled several school bus companies in the US and Canada for fleet management and are well equipped to grow that segment further.</p> <p>Approximately 1% of our annually recurring revenue comes from the education sector. Within the education sector, our focus is servicing universities, colleges, and other sprawling education campuses that operate a complex fleet of vehicles, equipment, and other assets. Some of Canada's largest universities such as Queen's University and University of Toronto use our services to manage the vehicles and assets they use to operate efficiently and sustainably, track and manage their telematics data, and keep their students and other community members safe.</p>	*

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?	We have one cooperative purchasing agreement in place, and that is the fleet instance we signed with Sourcewell in 2021, including Canoe in Canada. There have been a number of customers previously under the MITN contract which we have proactively been directing to Sourcewell since then. In addition to the above, it is worth noting that TELUS has a number of province-wide and municipal purchasing frameworks in place across Canada.	*
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?	N/A: TELUS does not have any GSA contracts or Standing Offers and Supply Arrangements (SOSA) in place.	*

**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 *	
The City of Brampton (Ontario, Canada)	Susan Evans	905.874.2592	*
The City of Springfield (Ohio, USA)	Bryan Lundquist	417.864.1955	*
The City of Portland (Maine, USA)	Joe Fournier	207.874.8801	*

**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 *	
26	Sales force.	<p>TELUS Business has a dedicated staff of sales and marketing professionals across both Canada and the USA to sell our products and services. The TELUS direct sales team includes over 250 account managers covering all major regions in Canada including BC, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, and Atlantic provinces. This team of general account managers are supported by 20 additional solution specialists that are highly trained in selling the TELUS-Skyhawk solution. This sales team includes a dedicated Public Sector team working directly with government and public organizations on a broad range of technology projects, including fleet management. The TELUS sales team also includes a regional US sales account manager located in the northeast who has the sole focus of selling fleet management solutions to US government and public organizations.</p> <p>TELUS also employs over 200 additional sales account managers across Canada and the US as part of our diversified offerings from TELUS Digital, which supports organizations including governments with systems integration and IT consulting, TELUS Health, which operates a broad network of public and employer health solutions and services, and TELUS Agriculture and Consumer Goods, which support businesses and communities with agronomy and food supply chain technologies and consulting.</p> <p>In 2022, TELUS purchased TELUS International USA, encompassing seven locations and three divisions (TELUS Health, TELUS Agriculture, and TELUS Digital). This acquisition increased the size of our US sales team by 90 people.</p>	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>The TELUS Business Solutions Canada Public Accounts team is the primary distributor of the proposed solution, having a sole mandate of selling to the governmental and educational sectors. This team comprises the following:</p> <ul style="list-style-type: none"> <li>• Eastern Canada (MB, ON, QC, ATL): 40 Sales Account Executives and 9 Sales Managers</li> <li>• Western Canada (BC, AB, SK): 25 Sales Account Executives and 5 Sales Managers</li> </ul> <p>We also have one regional US sales account manager located in the northeast who has the sole focus of selling fleet management solutions to US government and public organizations.</p> <p>In addition to the above, TELUS supports an extensive dealer network for telematics solutions, which enables us to reach a broad range of customers, from small businesses to large enterprises, across various industries that require fleet and asset management solutions. TELUS dealers offer on-the-ground expertise in implementing, configuring, and supporting telematics hardware and software, ensuring that each solution meets the unique operational needs of each business. By working with skilled local dealers, TELUS is able to extend personalized service, quicker response times, and tailored support to its customers, particularly in rural and regional areas. Additionally, TELUS provides its dealer network with access to training, resources, and direct support from TELUS's IoT and telematics teams, fostering consistent quality and reliability in the deployment and servicing of telematics solutions across North America.</p>	*
28	Service force.	<p>The Customer Success Executive (CSX) team at TELUS plays a pivotal role in fostering strong, enduring relationships with the company's business clients. This team is dedicated to ensuring that customers derive maximum value from TELUS's products and services. Acting as trusted advisors, CSX team members collaborate closely with clients to understand their unique needs and challenges, aligning TELUS's solutions to meet these specific requirements.</p> <p>A key responsibility of the CSX team is to advocate for clients within TELUS, ensuring that customer feedback and needs are effectively communicated across the organization. This advocacy is crucial for driving continuous improvement and ensuring that TELUS's offerings remain aligned with evolving customer expectations.</p> <p>More specifically, TELUS has a dedicated support staff of 21 on-shore specialised care representatives, project managers, and technology experts highly trained on the proposed solution. There are also 20 technical specialists available to provide immediate support for customers in line with the guaranteed service levels listed in our contracts with customers. TELUS also employs an Internet of Things (IoT) Center of Excellence (CoE) of 30 on-shore and off-shore care representatives to further support customers across all IoT lines of business.</p> <p>TELUS works with a number of regional and national installers and field services providers across Canada and the US to complement the distribution, installation, and in-field support of our solutions.</p> <p>TELUS is proud to deliver an exceptional level of service to our customers. We track the following metrics to monitor the success of our service force:</p> <ul style="list-style-type: none"> <li>• Average Issue Count (daily/weekly/monthly)</li> <li>• Average handle time per ticket</li> <li>• Average speed of answer</li> <li>• % of tickets resolved per week</li> <li>• Average weekly backlog</li> <li>• Next available delivery date (hardware orders)</li> </ul>	*
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 US orders are processed via the main contact for this proposal, Greg Abdella. All orders for Canadian customers (via Canoe) are processed by the secondary contact for this proposal, Elaine Pennell. The contact information for both of these individuals is provided in responses within Table 1.</p>	*

<p>30</p>	<p>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>	<p>We have two customer support teams supporting the proposed solution as follows:</p> <p>Level 1 Support</p> <p>Our Level 1 customer support team has offices located in Mississauga, ON and Sherbrooke, QC. They are available for telephone and email support from 8:30 am to 5:00 pm, Monday through Friday. The Support team can be reached by:</p> <ul style="list-style-type: none"> <li>• Toll-free number: 1-844-424-7759 ext. 2</li> <li>• Email: afs.care@telus.com</li> <li>• After hours support for critical issues is available 24/7/365.</li> </ul> <p>Our experienced Level 1 Support Team product specialists handle frontline trouble tickets on a day-to-day basis. Level 1 can assist with website and report issues, system administration, hardware configuration, installation support and hardware diagnostics/troubleshooting. All issues reported to Level 1 are logged in the Jira issue-management system and triaged based on severity outlined in our Service Level Agreements. Support resources will make every effort to resolve the issue as quickly as possible. Issues that can't be resolved by Level 1 Support are escalated to Level 2 Support.</p> <p>Level 2 Support</p> <p>Level 2 support consists of a team of highly skilled software developers and hardware engineers located in TELUS offices in St. John's, NL and Sherbrooke, QC. Level 2 support will evaluate the issue and advise the TELUS Project Manager/Account Manager of the expected resolve date, who will communicate back to the Customer's Project Manager and/or the person who raised the ticket. Issues that are considered low risk may be implemented into the production environment as "Hot Fixes", while fixes that require more development effort and testing are scheduled for implementation into a regularly scheduled maintenance release, which typically takes place once per month.</p> <p>After Hours Response for Critical Issues</p> <p>Any issues called into the Technical Support toll-free line (1-844-424-7759 ext. 2) outside of regular business hours are automatically forwarded to Telelink call center that operates 24/7/365. Any issues that can't be resolved by Telelink and are determined to be critical in nature are escalated to the appropriate personnel via the emergency call-out procedure. Examples of critical issues are website down/users can't log in, or the system is up but the vehicles are not updating with live data. TELUS-SkyHawk will take appropriate actions and pull together the resources necessary to resolve critical issues as quickly as possible. Any non-critical issues are deferred to the Level 1 support team to address the next business day. Note: emails to our support team are not monitored outside of regular business hours.</p> <p>Our issue classification and response times are as follows:</p> <ul style="list-style-type: none"> <li>• Minor Issue: TELUS will respond within 1 business day. At the discretion of TELUS, we will provide a workaround and/or error correction in the next version, upgrade, or update.</li> <li>• Serious issue: TELUS will respond the same business day, or if outside of regular business hours, by the next business day. We will provide a patch within five business days following response if possible and shall provide a permanent error correction in the next version, upgrade or update, whichever comes first.</li> <li>• Critical issue: TELUS will respond the same business day, or if outside of regular business hours, we will attempt to respond ASAP, but in all cases within one hour the next business day. TELUS will provide a patch as soon as possible and shall provide a permanent error correction in the next version, upgrade or update, whichever comes first.</li> </ul>
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>TELUS has extensive abilities to support sales, marketing, product delivery, distribution, installation and all the required professional support services to fully deliver solutions to Sourcewell participating entities in the US. We have an established, reputable and knowledgeable team of account managers located from coast-to-coast in the US primarily servicing the area north of the snow belt. The account managers are supported by a dedicated US channel manager and legal and contracting services from TELUS Corporation (U.S.) Inc. We have a network of installation partners in the US to assist with product delivery and installation which we have successfully used to deliver solutions across the Country.</p> <p>Our Canadian operation provides solution specialists who are very capable of engaging with clients, providing detailed technical solution overviews, product and pricing proposals. Our office in Ontario hosts our product warehousing, support services, order fulfillment, and project management team, as well as very experienced installation and field technician managers. SkyHawk operates as part of the TELUS-IoT division which also has a dedicated marketing division to assist with promotion and lead generation.</p> <p>Additionally, TELUS has a strong reputation for delivering reliable, innovative fleet solutions that meet the diverse needs of businesses across Canada and North America, and an established client base of premier customer and reference accounts, all of which will lead to sales success and expansion of the Sourcewell market.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>TELUS is well-positioned and highly motivated to provide our Skyhawk line of fleet products and services to Sourcewell participating entities. Leveraging our existing Sourcewell contract, TELUS can offer streamlined procurement and seamless access to our fleet and telematics solutions, making it easier for Sourcewell members to adopt and benefit from industry-leading technology. With a comprehensive range of solutions, including asset tracking, GPS monitoring, video telematics, and safety analytics, TELUS will enable Sourcewell members to enhance operational efficiency, reduce costs, and improve safety across their fleets. Our dedicated IoT support team and extensive dealer network across North America will ensure that Sourcewell members receive customized support, from installation to ongoing management. TELUS is committed to ensuring that Sourcewell entities receive high-quality service, reliable connectivity, and the latest in telematics innovation, all backed by our commitment to exceptional customer experience.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A: We can serve all geographic areas covered by the Sourcewell contract.	*
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.	N/A: There are not account types of the Participating Entity that we can identify that will not have full access to our proposed solutions if awarded an agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A: We can serve all geographic areas covered by the Sourcewell contract.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	N/A.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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<p>37</p>	<p>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>	<p>Our proposed marketing strategy for promoting this opportunity would include the following elements:</p> <ul style="list-style-type: none"> <li>• Marketing Strategy for Sourcewell Contract: Our marketing strategy for promoting this opportunity is comprehensive and multifaceted, designed to ensure maximum visibility and engagement. We plan to leverage a variety of channels and activities to reach our target audience of municipalities across Canada.</li> <li>• Whitepapers: We plan to release whitepapers each quarter, targeting municipal procurement officers, city planners, and public works departments.</li> <li>• Webinars and Event Speaker Sessions: We will host webinars and participate in event speaker sessions scheduled for February, May, September, and December 2025, engaging municipal leaders, public works officials, fleet managers, and IT professionals.</li> <li>• Newsletters: Quarterly newsletters will feature new contract announcements, technology solutions, success stories, and a recap of the year's achievements, aimed at municipal decision-makers, industry professionals, media outlets, and the general public.</li> <li>• Remixable Deck (Post Demo): Throughout 2025, we plan to include Sourcewell in our vendor checklist of post-demo decks, targeting municipal decision-makers and procurement teams.</li> <li>• LinkedIn Promotions: LinkedIn promotions will be conducted quarterly to tag Sourcewell and highlight detailed success stories to our professional network of municipal leaders and public sector influencers.</li> <li>• Case Studies: We plan to publish detailed case studies in Q2, Q3, and Q4 2025, adding Sourcewell to our case studies to further engage municipal decision-makers and procurement teams.</li> <li>• Public Works LinkedIn Showcase Page: Our Public Works LinkedIn Showcase Page will be continuously updated with Sourcewell achievements, catering to followers of TELUS Public Works and related stakeholders.</li> <li>• Events: We aim to promote the Sourcewell contract at various industry events throughout 2025, including:             <ul style="list-style-type: none"> <li>- FCM Annual Conference</li> <li>- CAMA Annual Conference</li> <li>- MNL Conference</li> <li>- MISA Annual Conference</li> <li>- AUMA Convention</li> </ul> </li> <li>• Other: We could potentially look at adding Canoe/Sourcewell logo or dedicated page on our corporate website to promote this program.</li> </ul> <p>We will explore the possibility of committing to booths at these events, engaging municipalities across Canada and key decision-makers in procurement, public works, fleet management, and IT departments.</p> <p>We would also be prepared to commit to the following schedule of conferences and trade shows:</p> <ul style="list-style-type: none"> <li>• FCM Annual Conference and Trade Show (June 2025)</li> <li>• CAMA Annual Conference (May 2025)</li> <li>• MNL Conference and Trade Show (October 2025)</li> <li>• MISA Annual Conference (September 2025)</li> <li>• AUMA Convention (November 2025)</li> <li>• Other Events: PWX, APWA Snow Show, Fire and Ice, AORS</li> </ul>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>TELUS Fleet Solutions can leverage the full strength of our corporate marketing and digital presence to support a successful vendor relationship with Sourcewell, enhancing visibility and engagement for Sourcewell's participating entities. Through TELUS's established website, digital campaigns, and brand reach, we can promote the advantages of our fleet solutions and the specific benefits available to Sourcewell members under our pre-existing contract. TELUS's marketing team can develop targeted campaigns and content highlighting the streamlined procurement process, exclusive offerings, and the value that Sourcewell brings to its members. Additionally, TELUS can feature Sourcewell-related promotions and case studies across our website and social media channels to reach a broader audience, generating awareness and fostering interest among Sourcewell's Canadian member base. This collaborative marketing approach will help drive engagement, making it easier for Sourcewell entities to access TELUS's innovative fleet management solutions and begin experiencing the efficiency and safety benefits of a TELUS partnership.</p> <p>Some of the specific ways we use technology and digital data to enhance marketing effectiveness will include the following:</p> <ul style="list-style-type: none"> <li>• Post on TELUS LinkedIn company page several times a week</li> <li>• Leverage the TELUS LinkedIn audience several times a year</li> <li>• Generate monthly content syndication strategy for webinars and whitepapers, distributed through various channels</li> <li>• Use key association programmatic retargeting and various digital sponsorships, including the APWA/ATPA</li> <li>• Use Alt tag and Title tag Sourcewell on website, wherever listed             <ul style="list-style-type: none"> <li>○ Add Sourcewell to meta description, wherever character limits allow</li> <li>○ Add Sourcewell keyword to Yoast SEO for our Public Works page on <a href="http://focusoptimization.com">focusoptimization.com</a></li> </ul> </li> </ul>

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?	TELUS will promote our Sourcewell award in our marketing and customer engagement strategies as an approved contracting option for Sourcewell members and we assume that Sourcewell will promote this contract to its members as well.	*
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.	No, our solutions are not available through an e-procurement ordering process.	*

**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.	<p>The following virtual training programs are offered to Sourcewell participating entities free of charge:</p> <ol style="list-style-type: none"> <li>1. SkyHawk ConnectAnywhere Software Webinar for End Users (standard training): A full software tutorial for the end users of the ConnectAnywhere web-based solution. This training typically takes two (2) hours and users must have access to a computer to log into the system and follow along with the instruction. This training program will include the following modules: <ul style="list-style-type: none"> <li>• Logging in and out of system</li> <li>• Mapping interface features, pre-defined map defaults, locating assets, closest vehicle, tracking</li> <li>• Geofence creation, monitoring and alerting</li> <li>• Asset Status features</li> <li>• History Report – interpreting data collected</li> <li>• Reporting capabilities</li> <li>• Automated Report Scheduler</li> </ul> </li> <li>2. SkyHawk ConnectAnywhere Software Webinar for System Administrators (standard training): A full software tutorial for the system administrators of the ConnectAnywhere web-based solution. This training typically takes 1 hour and users must have access to a computer to log into the system and follow along with the instruction. This training program will include the following modules: <ul style="list-style-type: none"> <li>• User Logins and Account Profiles</li> <li>• Grouping Assets</li> <li>• Asset Templates</li> </ul> </li> <li>3. Hardware Equipment Installation, Diagnostics, Service &amp; Repair (Optional): It is recommended the trainees selected for this module come from a technical background, either in automotive mechanics and/or electronics. Topics covered during training include: <ul style="list-style-type: none"> <li>• Power connections</li> <li>• Wiring and wire routing</li> <li>• Hardware component installation and configuration</li> <li>• Hardware commissioning test</li> <li>• Diagnostic and troubleshooting procedures</li> </ul> </li> <li>4. Training Support: TELUS also offers customers one free webinar per quarter that can be used for refresher training, overview of new features or first time training to a new user of the system. Webinar training is provided free of charge. If the customer requires on site training, a daily fee plus travel expenses apply.</li> </ol> <p>We will provide a comprehensive set of training manuals and installation guides &amp; schematics (if requested) in digital form. Our customer support team is also available via phone to assist users of the system with any questions and 'how-to' topics of interest.</p> <p>Winter Validation Testing (Optional): TELUS can provide technicians to conduct an optional Winter Validation Test to confirm the connections on snow plow vehicles (spreader, plows, beacon lights) are working as intended at the beginning of each winter season. Technician hourly rate and travel expenses apply.</p> <p>5. Software Maintenance: TELUS offers software maintenance on a regular basis (weekly, monthly) and is provided at no additional cost to the customer.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>The TELUS Smart Transportation ecosystem offers a comprehensive suite of solutions that extends operational control, safety, and compliance capabilities well beyond the vehicle itself. In Winter Operations, TELUS utilizes technology from SkyHawk to track and manage snowplows, salt trucks, and other winter maintenance vehicles, enabling real-time route optimization, asset usage tracking, and weather-responsive deployment. Through Raven's Computer Vision, TELUS enhances fleet safety with AI-powered video telematics that monitor road conditions, detect risky driving behaviors, and enable advanced driver-assist features. TELUS's Smart Infrastructure solutions, supported by Iris technology, allow cities to monitor</p>	

and manage their infrastructure intelligently, providing insights for optimizing traffic flow, public safety, and overall urban mobility. For worker safety, TELUS partners with Aware360, empowering Connected Worker solutions that use wearable devices and mobile apps to monitor worker health and location, ensuring compliance with safety standards even in remote or hazardous locations. Additionally, SmartWaste solutions with WaveSmart enable municipalities to streamline waste collection operations by using IoT sensors to track bin levels, optimize collection schedules, and reduce fuel consumption. Together, these interconnected solutions from TELUS enable a fully integrated approach to smart transportation, boosting efficiency, safety, and sustainability across diverse operational areas.

The key technological advances our proposed solutions offer include the following:

1. AI powered Camera: The TELUS Advanced Camera solution utilizes AI functionality to identify unwanted behaviour PRIOR to an accident occurring. Our solution focuses on accident prevention rather than accident reconstruction. Apart from providing a live stream to watch and automatically saving the incident videos, these cameras generate different alerts to prevent accidents. In case of an accident, the acquired footage lets the fleet managers analyze what happened or provide evidence for third parties.

A list of events observed and recorded by the AI camera include:

- Collision
- Near Collision
- Tailgating
- Rolling Stop
- Lane Drift
- Solid Line Crossing
- Harsh Acceleration/Braking
- Harsh Cornering
- Swerving
- Camera Obstruction
- Camera Dismounted
- Distracted Driver
  - o Fatigue
  - o Eating/Drinking (above desired speed threshold)
  - o Phone Usage
  - o Not wearing Seatbelt
  - o Smoking In-Cab
  - o Passenger In-Cab
  - o Button Press

Thresholds for each event are set by the client (i.e. a rolling stop occurs when a vehicle's speed is above 5 mph), and can also be based around the vehicle type.

Each incident sends the event to the cloud based on a desired time interval (i.e. 10 seconds before the event and 5 seconds after). Footage can be recorded of a quality of up to 1080p and 15fps. Each incident can also trigger a voice command inside the cab to ameliorate unwanted behaviour in real time (i.e. phone usage, or tailgating).

Understanding that it would likely be difficult for our clients to review every single incident that the camera records, especially for large fleets, the system has a vehicle/driver scorecard where the client can set weights for each event type and have a score for each vehicle/driver. In this way they can prioritize education sessions with each individual that has an unfavorable score, and reward those with favourable scores.

In addition, the camera allows for up to 8 outside extension cameras (i.e. rear and side). This is especially useful for reviewing plow functionality. In addition, these extension cameras can connect to an in-cab tablet so the driver has a live view of his wing plow and a rear camera (or other extension cameras) decreasing the risk of the wing plow colliding with a mailbox or parked vehicle.

2. Road Patrol AI Camera: Our Automated Road Patrol can help municipalities continuously monitor and repair road defects such as potholes and cracks, and easily detect damaged or missing roadway assets like traffic signs, street lights, pavement markings and even graffiti. With the ability to detect more than 300 assets, you can personalize road patrolling to monitor and inspect assets specific to your safety and operational needs. The driver no longer needs to leave the cab, and recorded issues can be sent directly to a client's work order system through an API.

The Pavement Condition Survey can help municipalities evaluate the condition of road or sidewalk pavement by identifying defects such as cracks, potholes, roughness and other distresses. It's performed using Pavement Condition Index (PCI) which populates a score from 0 to 100, with 100 translating into excellent condition. It's also inspected using PASER, which populates a score of 0 to 10 to identify health, with 10 being excellent. Prioritize maintenance and rehabilitation tasks, and give data to help review budget allocation needs for road infrastructure.

Roadway Asset Inventory can help municipalities digitally capture and inventory right-of-way

		<p>assets, such as traffic signs, fire hydrants, street lights and more. It also records the attributes of those assets, like sign codes and text, street names, asset size, and other details. Gain access to your inventory at any time to audit assets or plan new roads to facilitate public safety and traffic optimization.</p> <p>Finally, it is worth noting that the Snowfighters Association performed a study whereby the SkyHawk system was deemed to be 99.5% accurate when comparing the data in the solution to the data on the spreader controllers.</p>
<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>TELUS has implemented a number of initiatives focusing on environmental sustainability across our products, services, and operations. These initiatives emphasize reducing the company's carbon footprint, minimizing waste, and promoting eco-friendly practices. Below are some key initiatives and their related certifying agencies.</p> <ol style="list-style-type: none"> <li>1. Carbon-Neutral Operations <ul style="list-style-type: none"> <li>• Initiative: TELUS aims to reduce our carbon emissions and achieve net-zero carbon emissions by 2030</li> <li>• Certifying Agency: Carbon Trust, Climate Smart</li> </ul> </li> <li>2. Sustainable Packaging <ul style="list-style-type: none"> <li>• Initiative: TELUS has shifted to more sustainable packaging for our devices, reducing plastic use and opting for recyclable materials</li> <li>• Certifying Agency: Forest Stewardship Council (FSC), for sustainable paper and packaging products</li> </ul> </li> <li>3. Eco-Friendly Products (TELUS Health) <ul style="list-style-type: none"> <li>• Initiative: TELUS Health uses energy-efficient and eco-friendly technology solutions in its health-related products and services, such as virtual healthcare platforms that reduce the need for physical travel, indirectly lowering emissions</li> <li>• Certifying Agency: Energy Star, for energy-efficient devices</li> </ul> </li> <li>4. Device Recycling Program (TELUS Mobile &amp; Electronics) <ul style="list-style-type: none"> <li>• Initiative: The TELUS Trade-In Program allows customers to recycle their old phones and electronics responsibly. The company refurbishes or recycles devices to reduce e-waste</li> <li>• Certifying Agency: Recycle My Cell (Canadian Wireless Telecommunications Association – CWTA), Responsible Recycling (R2), Basel Action Network (BAN)</li> </ul> </li> <li>5. Sustainable Real Estate and Data Centers <ul style="list-style-type: none"> <li>• Initiative: TELUS ensures that our real estate developments, including corporate offices and data centers, are environmentally responsible and resource-efficient. The company also reduces the energy consumption of its data centers through advanced energy management systems</li> <li>• Certifying Agency: Leadership in Energy and Environmental Design (LEED)</li> </ul> </li> <li>6. Renewable Energy Procurement <ul style="list-style-type: none"> <li>• Initiative: TELUS has committed to purchasing renewable energy and increasing the share of renewable energy in its operations</li> <li>• Certifying Agency: Renewable Energy Certificate (REC), Green-e Energy</li> </ul> </li> <li>7. Paperless Billing and Digitalization <ul style="list-style-type: none"> <li>• Initiative: Encouraging customers to opt for paperless billing to reduce paper waste and carbon footprint from mail services</li> <li>• Certifying Agency: Environmental Paper Network</li> </ul> </li> <li>8. Community Investment in Sustainability <ul style="list-style-type: none"> <li>• Initiative: TELUS supports various green community projects through our TELUS Friendly Future Foundation and initiatives like planting trees and supporting conservation efforts</li> <li>• Certifying Agency: Canadian Council for Aboriginal Business (CCAB) for sustainable partnerships with Indigenous communities</li> </ul> </li> </ol> <p>Through these initiatives, we work to integrate sustainability into our core business practices, promoting environmental responsibility while offering eco-conscious products and services.</p> <p>In addition, our platform can monitor idle time, fuel usage, and carbon emissions, so that our clients can also establish best practices for asset usage and ensure that these practices are being followed. In other words, we provide our clients with the means to ensure that their fleet initiatives are being met.</p> <p>For more information, please see the TELUS Sustainability and ESG Report, which we have included as a supplemental attachment within this submission.</p>

<p>44</p>	<p>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>	<p>TELUS has implemented an ISO 14001:2015 certified Environmental Management System (EMS), which forms the foundation for our environmental sustainability initiatives. TELUS is investing in sustainable futures by funding and empowering businesses globally to help solve some of the largest risks to our planet in the short and long term. The opportunities in our plan include:</p> <ul style="list-style-type: none"> <li>• Restoring nature - through ecosystem, land, sea and habitat restoration and biodiversity monitoring</li> <li>• Seeding Innovation through our TELUS Pollinator Fund for Good</li> <li>• Investing in renewable energy through our virtual power purchase agreements</li> <li>• Powering smarter cities - through Smart City data analytics and management platform solutions</li> </ul> <p>Some of the highlights from our TELUS 2023 Sustainability Report include:</p> <ul style="list-style-type: none"> <li>• Effectively procured 68% of our electricity requirements from renewable or low emitting sources</li> <li>• Planted one million trees, which is the equivalent to 20,000 acres of forest</li> <li>• Increasing the TELUS Pollinator Fund's portfolio to 30 companies, announcing investments in clean-tech start ups</li> </ul> <p>In addition to the above, TELUS has been recognized in TIME Magazine and Statista's inaugural World's Most Sustainable Companies list for 2024, ranking 21st out of 500 global companies. The company achieved exceptional standings as the second most sustainable company in Canada and secured the top position as the most sustainable telecommunications company in the nation. This recognition was based on comprehensive evaluation of sustainability metrics, including Scope 1 and 2 emissions and energy consumption relative to company size.</p>
<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>TELUS has delivered advanced telematics solutions, including winter operations functionality, to clients in the USA and Canada for more than 15 years. Our continued focus on being the industry leader in this sector and in working collaboratively with our customers have produced functionality that includes:</p> <ul style="list-style-type: none"> <li>• Integration with most major material spreader controllers</li> <li>• Cost-based reporting for material usage</li> <li>• Winter operations trip &amp; material usage reports</li> <li>• Public winter ops site</li> <li>• In-cab route optimization</li> <li>• Route navigation and return-to-route</li> <li>• Route activity reporting</li> <li>• Blade wear report</li> <li>• Spreader speeding</li> <li>• Direct liquid application (DLA) report and much more</li> </ul> <p>As an end-to-end solutions provider, with a proven track record of successful client partnerships, we understand the needs of complex deployments.</p> <p>Our proposed software solution is device agnostic. We pick the best hardware manufacturers from around the globe to address each vehicle type requirements, from simple track-and-trace to complex spreader integrations, to vehicles with multiple IO requirements. Each piece of hardware is selected to fit perfectly each vehicle's specific requirement as no single piece of hardware is made to fit all. Partnering with multiple hardware vendors also means that we are able to offer our clients the most current and up-to-date hardware, ensuring that we future-proof your solution by not only meeting their requirements for today but being flexible to anticipate and meet future requirements. The modems we offer have a robust set of features with reliable track records, including standard store-and-forward capabilities for when the vehicle is out of cellular coverage, as well as the ability to receive and perform over-the-air (OTA) configuration or firmware updates in the field. This eliminates the need to physically visit the vehicle for support and maintenance.</p> <p>When dealing with a complex fleet of mixed vehicles with specialized reporting functionality (e.g. winter operations) it is very important to acquire a solution that is designed and built for the vehicle types and operations of a large municipal organization. TELUS's ConnectAnywhere solution has been designed and built specifically for this application and supports the specialized and advanced functionality required to more effectively and efficiently operate government services.</p> <p>While having specialized and feature matched system functionality is very important, it is also important to have a telematics vendor that has the resources and capabilities to perform solution engineering. Our customers often have requests and requirements which may require custom development and attention to properly integrate with existing technologies and systems, including data exchange with other software applications. This cannot be achieved with "out-of-the-box" functionality. TELUS has a team of solution specialists and software engineers that are capable of performing such tasks. Our clients have direct access to the Company that owns, designs, and develops the solution and not a solution reseller.</p> <p>Winter operations are where TELUS's platform stands out from the pack. Our Winter Ops GPS fleet management solution is unique in the industry supporting a wide range of spreader controllers and sensors resulting specialized winter operations reports. The solution</p>

integrates with a wide variety of computerized spreader controllers from manufacturers such as Force America, Giletta, Rexroth, Cirus, Dickey-John, Certified Power, Epoke, Boschung, Rasco, Parker, Muncie, ACE, & Schmidt. The TELUS system has the industry's highest level of data integrity, pulling the actual material values and the raw data from the controller. We do not use pulse readers to gain the tonnage and values, resulting in the most accurate data being transmitted to the online solution vs performing calculation-based estimates. In study performed by the Snowfighter's Association, the TELUS solution was shown to have a 99.5% accuracy when compared to the information on the spreader controller.

The system is capable of showing, in real-time, Automatic Salt Control (ASC) data, as well as generating suitable reports based on available spreaders. This data includes such items as set/actual rates, total material dispensed, and trip and/or seasonal totals. Additionally, our ConnectAnywhere solution allows for the inclusion of individual client's material cost (i.e. salt, brine, liquid), fuel cost, hourly wage cost and asset depreciation cost. This unique functionality facilitates winter operation reporting that details a comprehensive cost reporting for any winter event or timeline. Reports are available to be scheduled for automated email delivery on a daily, weekly or monthly basis. The Scheduled Reports menu allows users to set up automated delivery by specifying the recipients, frequency, report interval and the asset(s).

The TELUS Advanced Camera solution utilizes AI functionality to identify unwanted behaviour PRIOR to an accident occurring. Our solution focuses on accident prevention rather than accident reconstruction. Apart from providing a live stream to watch and automatically saving the incident videos, these cameras generate different alerts to prevent accidents. In case of an accident, the acquired footage lets the fleet managers analyze what happened or provide evidence for third parties.

A list of events observed and recorded by the AI camera include:

- Collision
- Near Collision
- Tailgating
- Rolling Stop
- Lane Drift
- Solid Line Crossing
- Harsh Acceleration/Braking
- Harsh Cornering
- Swerving
- Camera Obstruction
- Camera Dismounted
- Distracted Driver
- Fatigue
- Eating/Drinking (above desired speed threshold)
- Phone Usage
- Not wearing Seatbelt
- Smoking In-Cab
- Passenger In-Cab
- Button Press

Thresholds for each event are set by the client (i.e. a rolling stop occurs when a vehicle's speed is above 5 mph), and can also be based around the vehicle type. Each incident sends the event to the cloud based on a desired time interval (i.e. 10 seconds before the event and 5 seconds after). Footage can be recorded of a quality of up to 1080p and 15fps. Each incident can also trigger a voice command inside the cab to ameliorate unwanted behaviour in real time (i.e. phone usage, or tailgating).

Understanding that it would likely be difficult for our clients to review every single incident that the camera records, especially for large fleets, the system has a vehicle/driver scorecard where the client can set weights for each event type and have a score for each vehicle/driver. In this way they can prioritize education sessions with each individual that has an unfavorable score, and reward those with favourable scores.

In addition, the camera allows for up to eight outside extension cameras (i.e., rear and side). This is especially useful for reviewing plow functionality. In addition, these extension cameras can connect to an in-cab tablet so the driver has a live view of his wing plow and a rear camera (or other extension cameras) decreasing the risk of the wing plow colliding with a mailbox or parked vehicle.

Our Automated Road Patrol can help municipalities continuously monitor and repair road defects such as potholes and cracks, and easily detect damaged or missing roadway assets like traffic signs, street lights, pavement markings and even graffiti. With the ability to detect more than 300 assets, you can personalize road patrolling to monitor and inspect assets specific to your safety and operational needs. The driver no longer needs to leave the vehicle cab and manually recorded issues can be sent directly to a client's work order system through an API.

Our Pavement Condition Survey can help municipalities evaluate the condition of road or

sidewalk pavement by identifying defects such as cracks, potholes, roughness and other distresses. It's performed using Pavement Condition Index (PCI) which populates a score from 0 to 100, with 100 translating into excellent condition. It's also inspected using PASER, which populates a score of 0 to 10 to identify health, with 10 being excellent. Prioritize maintenance and rehabilitation tasks, and give data to help review budget allocation needs for road infrastructure.

Our Roadway Asset Inventory can help municipalities digitally capture and inventory right-of-way assets, such as traffic signs, fire hydrants, street lights and more. It also records the attributes of those assets, like sign codes and text, street names, asset size, and other details. Gain access to your inventory at any time to audit assets or plan new roads to facilitate public safety and traffic optimization.

Additionally, TELUS's Smart City and Smart Transportation capabilities represent a transformative approach to urban management and mobility, leveraging cutting-edge technology to enhance efficiency, sustainability, and quality of life for residents. Through partnerships with innovative companies like Miovision, TELUS provides intelligent traffic management solutions that utilize real-time data and analytics to optimize traffic flow, reduce congestion, and enhance pedestrian safety. The Smart City initiatives encompass a range of applications, including smart lighting, environmental monitoring, and connected infrastructure, all aimed at creating more resilient and livable urban environments. In the Smart Transportation space, TELUS integrates IoT technologies to enable fleet management, intelligent public transit systems, and data-driven decision-making, improving operational efficiency for municipalities and transportation agencies. This holistic approach not only enhances mobility but also fosters community engagement and environmental sustainability, making TELUS a key player in the evolution of smart cities across Canada. By harnessing these advanced capabilities, TELUS is dedicated to helping cities transform into smarter, more connected, and more sustainable places to live and work.

Finally, TELUS is at the forefront of advancing connected and autonomous vehicle technology through strategic partnerships with Original Equipment Manufacturers (OEMs) and significant investments in infrastructure development. By collaborating with leading automotive manufacturers, TELUS is helping to integrate advanced telematics and connectivity solutions directly into vehicles, enhancing their capabilities for real-time data sharing and communication. This collaboration is essential for enabling features such as vehicle-to-everything (V2X) communication, which enhances safety and efficiency on the roads. Additionally, TELUS is actively investing in the necessary infrastructure, including expanding its 5G network, which provides the high-speed, low-latency connectivity required for autonomous vehicles to operate safely and efficiently. By building this robust ecosystem, TELUS not only supports OEMs in their pursuit of innovation but also prepares the groundwork for a future where connected and autonomous vehicles can thrive, ultimately transforming mobility and enhancing the driving experience across Canada.

<p>46</p>	<p>Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.</p>	<p>TELUS has achieved historic ISO 31700-1 Privacy by Design certification. First in the world, TELUS' Data for Good program is recognized as an international example of best practices around data de-identification.</p> <p>TELUS incorporates the Privacy by Design (PbD) framework into our approach to data protection, ensuring that privacy is embedded into every aspect of our business operations and service offerings. Privacy by Design, originally developed by Dr. Ann Cavoukian, is a proactive approach that integrates privacy into system architecture from the outset, rather than treating it as an afterthought. Here's how TELUS applies it:</p> <ol style="list-style-type: none"> <li>1. Proactive, Not Reactive: TELUS focuses on preventing privacy risks before they occur. By anticipating potential privacy issues in the development of new products, services, and systems, TELUS aims to address privacy risks at the design stage.</li> <li>2. Privacy as the Default Setting: We design our services with privacy as the default setting, meaning users' personal data is automatically protected. Customers don't have to take any action to protect their privacy; TELUS ensures that data collection is limited to what is necessary, and that it's handled securely by default.</li> <li>3. Privacy Embedded into Design: In every new product or service TELUS develops, privacy considerations are integrated into the process from the very beginning. Whether launching a new app, managing customer information, or introducing new technologies, privacy is part of the core functionality, not an add-on feature.</li> <li>4. Full Functionality: The Privacy by Design principle TELUS follows ensures that our approach to privacy does not compromise service quality. We strive to maintain the balance between providing fully functional services and ensuring strong privacy protection.</li> <li>5. End-to-End Security: TELUS incorporates robust security measures across the entire data lifecycle—collection, storage, use, and disposal. This means that personal data is protected at every stage of its use, ensuring that privacy is maintained even after the data is no longer needed.</li> <li>6. Visibility and Transparency: TELUS embraces transparency in how personal data is handled. We clearly communicate their privacy practices to customers, allowing individuals to understand how their data is collected, used, and stored. Customers are also given the tools to manage their personal data.</li> <li>7. User-Centric Design: Finally, TELUS's use of Privacy by Design puts the customer in control of their personal information. Whether it's through opt-in settings, clear consent processes, or providing easy access to privacy settings, TELUS ensures that users can manage their own privacy preferences effectively.</li> </ol> <p>Incorporating Privacy by Design reflects TELUS's commitment to respecting customer privacy and building trust through a proactive, user-centered approach to data protection.</p>
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<p>47</p>	<p>Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.</p>	<p>TELUS has made significant achievements in the realms of Smart Transportation, Smart City initiatives, and Connected Car capabilities, solidifying our role as a leader in advancing urban mobility and infrastructure.</p> <p>In Smart Transportation, TELUS has successfully implemented advanced fleet management solutions that utilize IoT technology and data analytics to optimize route planning, enhance safety, and improve operational efficiency for transportation agencies and businesses. The integration of partnerships, such as with Miovision, has enabled real-time traffic management and congestion reduction, leading to smoother commutes and safer roadways.</p> <p>In the Smart City sector, TELUS has spearheaded various projects aimed at enhancing urban living through innovative technologies. This includes deploying smart lighting systems, environmental monitoring tools, and integrated waste management solutions. TELUS's efforts to create connected environments have improved public safety, reduced energy consumption, and fostered community engagement, demonstrating a commitment to building sustainable and resilient cities.</p> <p>Regarding Connected Car capabilities, TELUS has forged strong collaborations with OEMs to facilitate the development of vehicles equipped with advanced telematics and connectivity features. By investing in a robust 5G infrastructure, TELUS supports high-speed data transfer essential for enabling vehicle-to-everything (V2X) communication, which enhances safety and efficiency in transportation networks. These initiatives not only improve the driving experience but also prepare the infrastructure for the future of autonomous vehicles.</p> <p>TELUS has a broad range of technology partnerships with leading Smart City solution providers including road quality management, traffic management, waste management, EV charging infrastructure, and more. We intend to integrate smart city applications to the TELUS platform as demanded by the market to deliver unmatched value to government organizations in Canada and the US.</p> <p>Iris Solutions enhances road infrastructure management through cutting-edge AI and computer vision technology. Our camera-based solutions automate road patrolling, pavement assessments, and asset data collection, enabling road owners to enhance service quality, lower operational costs, ensure regulatory compliance, and increase safety for citizens.</p>
<p>48</p>	<p>Describe any capabilities around safety and accident management your proposed solutions offer.</p>	<p>The TELUS Advanced Camera solution utilizes AI functionality to identify unwanted behaviour PRIOR to an accident occurring. Our solution focuses on accident prevention rather than accident reconstruction. Apart from providing a live stream to watch and automatically saving the incident videos, these cameras generate different alerts to prevent accidents. In case of an accident, the acquired footage lets the fleet managers analyze what happened or provide evidence for third parties.</p> <p>A list of events observed and recorded by the AI camera include:</p> <ul style="list-style-type: none"> <li>• Collision</li> <li>• Near Collision</li> <li>• Tailgating</li> <li>• Rolling Stop</li> <li>• Lane Drift</li> <li>• Solid Line Crossing</li> <li>• Harsh Acceleration/Braking</li> <li>• Harsh Cornering</li> <li>• Swerving</li> <li>• Camera Obstruction</li> <li>• Camera Dismounted</li> <li>• Distracted Driver</li> <li>• Fatigue</li> <li>• Eating/Drinking (above desired speed threshold)</li> <li>• Phone Usage</li> <li>• Not wearing Seatbelt</li> <li>• Smoking In-Cab</li> <li>• Passenger In-Cab</li> <li>• Button Press</li> </ul> <p>Thresholds for each event are set by the client (i.e. a rolling stop occurs when a vehicle's speed is above 5 mph), and can also be based around the vehicle type. Each incident sends the event to the cloud based on a desired time interval (i.e. 10 seconds before the event and 5 seconds after). Footage can be recorded of a quality of up to 1080p and 15fps. Each incident can also trigger a voice command inside the cab to ameliorate unwanted behaviour in real time (i.e. phone usage, or tailgating).</p> <p>Understanding that it would likely be difficult for our clients to review every single incident that the camera records, especially for large fleets, the system has a vehicle/driver scorecard where the client can set weights for each event type and have a score for each vehicle/driver. In this way they can prioritize education sessions with each individual that has an unfavorable score, and reward those with favourable scores.</p> <p>In addition, the camera allows for up to eight outside extension cameras (i.e. rear and side).</p>

This is especially useful for reviewing plow functionality. In addition, these extension cameras can connect to an in-cab tablet so the driver has a live view of his wing plow and a rear camera (or other extension cameras) decreasing the risk of the wing plow colliding with a mailbox or parked vehicle.

The AVL solution also has a Posted Speed Report that allows Supervisors to see all the vehicles that have passed a certain speed threshold for a certain amount of time (i.e. travelling 10 mph above the speed limit for at least 35 seconds). Each occurrence has a separate entry and time stamp, as well as a mapping view. This report can also be scheduled for supervisors to receive in Excel format every day, week, month, etc. In addition, supervisors can receive email/text alerts for speeding above the posted speed (i.e. 30 mph). The proposed solution utilizes the HERE data set for its Posted Speed report, but can also ingest client provided GIS data to use for the posted speed.

Harsh Events such as sudden braking and harsh vehicle acceleration also allow administrators to be notified of dangerous driving.

TELUS offers Circle Check, a proactive maintenance and vehicle safety solution designed to help fleet operators ensure their vehicles are in optimal condition and comply with safety regulations. Circle Check facilitates systematic pre-trip and post-trip inspections, allowing drivers to conduct thorough checks on their vehicles using a user-friendly mobile application. This solution enables real-time reporting of vehicle conditions, including any maintenance needs or safety concerns, which can be easily communicated to fleet managers.

By leveraging TELUS's advanced telematics and IoT capabilities, Circle Check helps automate maintenance schedules and alerts, ensuring that vehicles are serviced regularly and reducing the likelihood of breakdowns. Additionally, the solution provides comprehensive documentation and reporting features, which aid in regulatory compliance and improve accountability within the fleet. Overall, TELUS's Circle Check empowers organizations to enhance safety, reduce operational downtime, and optimize maintenance processes, contributing to safer and more efficient fleet operations.

Aware360 is an integral part of TELUS Fleet Solutions, enhancing safety measures that extend beyond the vehicle to protect drivers and promote overall operational safety. This innovative platform leverages advanced wearable technology and mobile applications to monitor worker health, location, and behavior in real time. By providing drivers with wearable devices that track vital signs and environmental conditions, Aware360 enables fleet operators to gain valuable insights into the well-being of their workforce, helping to identify potential health risks before they escalate into serious issues.

In addition to monitoring individual safety, Aware360 facilitates communication between drivers and fleet managers, ensuring that timely assistance is available in case of emergencies. The platform's geolocation capabilities allow for efficient monitoring of driver whereabouts, which can be crucial in remote or hazardous environments. Furthermore, Aware360 integrates seamlessly with TELUS's telematics solutions, offering a comprehensive view of fleet operations, including driver behavior analysis and adherence to safety protocols. By combining real-time data on health and safety with vehicle performance metrics, Aware360 empowers organizations to foster a culture of safety, enhance employee well-being, and ultimately improve operational efficiency across their fleet.

**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	As a large, publicly traded corporation, TELUS does not qualify as any of the business certifications referenced in this table.
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a large, publicly traded corporation, TELUS does not qualify as any of the business certifications referenced in this table.
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a large, publicly traded corporation, TELUS does not qualify as any of the business certifications referenced in this table.
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a large, publicly traded corporation, TELUS does not qualify as any of the business certifications referenced in this table.
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a large, publicly traded corporation, TELUS does not qualify as any of the business certifications referenced in this table.
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a large, publicly traded corporation, TELUS does not qualify as any of the business certifications referenced in this table.
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a large, publicly traded corporation, TELUS does not qualify as any of the business certifications referenced in this table.
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a large, publicly traded corporation, TELUS does not qualify as any of the business certifications referenced in this table.
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a large, publicly traded corporation, TELUS does not qualify as any of the business certifications referenced in this table.

**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.	Our standard payment terms are net 30 days. TELUS accepts payment via any of the following options: <ul style="list-style-type: none"> <li>• Online at <a href="http://www.telus.com/myaccount">www.telus.com/myaccount</a></li> <li>• Pre-authorized credit card or debit payments</li> <li>• Through the participating entity's bank or financial institution</li> <li>• Electronic Funds Transfer (EFT)</li> <li>• By mail with a cheque or money order</li> </ul>
59	Describe any leasing or financing options available for use by educational or governmental entities.	TELUS software and data are offered as monthly subscriptions. TELUS does not offer leasing or financing options for hardware and installation services. TELUS plans to create a bundled offering that includes hardware, software, data and installation as one monthly cost to support customers requiring an OPEX pricing model.

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Following award of contract, TELUS proposes that the services for participating entities be contracted using TELUS' Corporate Customer Agreement (CCA) for wireless services, subject to such changes as may be negotiated. We believe this will be the most efficient way to contract the services, as the CCA is tailored specifically for a wireless services arrangement. We have included a copy of the CCA with our proposal and our bid may reference terms contained in the CCA in response to certain contract terms being proposed in the RFP. Additional terms and conditions may apply based on the final services selected by a Participating Entity. For clarity, notwithstanding any language contained in the RFP to the contrary:</p> <ol style="list-style-type: none"> <li>1. TELUS has prepared and is submitting its proposal on the basis that the identified contract terms will be modified to the mutual satisfaction of both parties</li> <li>2. Where a requirement identified in the RFP or related documentation differs or conflicts with TELUS' proposal, including TELUS' commentary on the proposed contract terms, TELUS is not agreeing to the requirement as detailed in the RFP or related document</li> <li>3. The foregoing statements override and supersede any statement to the contrary contained in any certification or submission the proponent is required to sign and submit with its proposal. TELUS confirms its understanding that any binding contractual obligations related to the services covered by the bid will only arise upon the parties signing and delivering a services contract covering such services in a mutually agreed form. For more information, please see Supplemental Exhibit X – Sample CCA Sourcwell, which we have included with this submission. Due to the more customized nature of many of the other products and services referenced in this proposal, and the fact that requirements may differ by province, we can provide relevant contract samples for them on request.</li> </ol>
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>TELUS does not accept P-card procurement but we would be happy to provide other payment options including the following:</p> <ul style="list-style-type: none"> <li>• Online at <a href="http://www.telus.com/myaccount">www.telus.com/myaccount</a></li> <li>• Pre-authorized credit card or debit payments</li> <li>• Through the participating entity's bank or financial institution</li> <li>• Electronic Funds Transfer (EFT)</li> <li>• By mail with a cheque or money order</li> </ul>
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>TELUS offers line-item discounts based on a variety of factors including the number of units, the duration of the initial contract, other lines of business TELUS has with the customer, and the customer's willingness to participate in marketing for TELUS such as case studies, acting as a reference customer, etc. The size of the discount offering depends on size and scope of the individual opportunity and can exceed 20% (in addition to the 5% offered to Sourcwell customers).</p> <p>There are four main components to the TELUS solution that carry a price in our pricing model: Software, Data Plan, Hardware, and Installation. Software and the Data Plan are priced as monthly subscriptions. Hardware and Installation are priced as one time fees. We are working on a pricing model that will allow all SKUs to be priced into the one monthly subscription bundle to accommodate customers requiring a OPEX-only pricing model. Because TELUS is a leader in complex fleet telematics, hardware configuration and installation requirements vary significantly for each customer which makes it difficult to bundle the solution under one flat rate. Installation, including shipping, prices vary by location and we will always take every measure to secure the best price for our customers. We have discounted rates with FedEx and do not mark up these rates. We can also ship on the customers account if requested.</p> <p>Our complete TELUS Price List, including SKUs, list prices, Sourcwell prices, Installation Rates, and sample installation scenarios, is included as an attachment in the document upload section.</p>

63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	TELUS is offering an automatic 5% discount on MSRP of all SKUs for any participating entities wishing to use Sourcewell to purchase TELUS. TELUS will also offer line-item discounts based on a variety of factors including the number of units, the duration of the initial contract, other lines of business TELUS has with the customer, and the customer's willingness to participate in marketing for TELUS such as case studies, acting as a reference customer, etc. The size of this additional discount offering depends on size and scope of the individual opportunity and can exceed 20%.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	On a case-by-case basis, TELUS will assess the opportunity with the participating entity to ensure that all quantity/volume and any other applicable discounts or rebates are applied. TELUS also offers a wireless trade-in program.	*
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.	TELUS will supply a quote if and when a Sourcewell participating entity requests an "open market" item or "nonstandard option". These quotes will vary based on a number of factors, such as volume, capacity, features etc.	*
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>Elements of the total cost of acquisition that are not included in the pricing submitted with our response include the following:</p> <ul style="list-style-type: none"> <li>• Installation is optional</li> <li>• Optional On-Site Project Management: If the customer requires a Project Manager to work from their location, the customer will be responsible for paying the daily rate plus travel expenses.</li> <li>• Optional On-Site pre-delivery inspection is charged by TELUS using the daily rate for the technician plus travel expenses.</li> <li>• On-Site training for hardware and software is charged at the daily rate plus travel expenses. TELUS will provide the standard training packages required to implement the product virtually free of charge.</li> <li>• The following items usually associated with installation on winter vehicles are not included in the installation cost and/ or hardware kit: <ul style="list-style-type: none"> <li>- Spreader controller calibrations, firmware updates, and repairs. The customer is responsible for ensuring the spreader controllers are in good working order before starting the GPS telematics installation. The Customer may need to hire their spreader controller service partner to address any existing issues pre-installation.</li> <li>- Physical or virtual security key to unlock spreader controllers to send GPS data. The customer is responsible for paying the provider of the spreader controller to access the security key.</li> <li>- Any welding or cutting of the hydraulic lines to install the plow sensor is the Customer's responsibility and can usually be completed by their mechanical staff.</li> <li>- RS232 module to connect the Roadwatch temperature sensor to the GPS device. The Customer may purchase this item directly from the Roadwatch supplier.</li> <li>- ATS modem required for integration with several Certified Power spreader controllers.</li> </ul> </li> </ul>	*
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>The TELUS fulfillment program is all-encompassing to minimize burden on the customer:</p> <ul style="list-style-type: none"> <li>• Customer provides TELUS with a complete vehicle and/or asset list and shipping location(s)</li> <li>• TELUS Operations Team receives a quote from FedEx and adds the cost to the quote</li> <li>• Freight is prepaid and charged to the customer on their first invoice</li> </ul> <p>TELUS customers benefit from preferred shipping rates with FedEx.</p>	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>TELUS is able to deliver to Alaska, Hawaii, Canada, and other off-shore destinations following the same process as any other location.</p> <ul style="list-style-type: none"> <li>• Customer provides TELUS with a complete vehicle and/or asset list and shipping location(s)</li> <li>• TELUS Operations Team receives a quote from FedEx and adds the cost to the quote</li> <li>• Freight is prepaid and charged to the customer on their first invoice</li> </ul>	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A: There are no additional distribution or delivery methods available beyond those described elsewhere in this proposal.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>TELUS will check published Sourcewell membership listings to ensure that participating entities are members prior to the award of any order. All Sourcewell sales will be tagged in our financial system in order to ensure all sales are calculated into our quarterly administrative fee payment and we will work out with Sourcewell and rigorous process of reporting to support all channels of product, services and support for these orders.</p>	*
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>If awarded, TELUS will track and measure success both in terms of marketing and selling to Sourcewell customers and supporting new and existing Sourcewell customers.</p> <p>Marketing &amp; Sales KPIs will include the following:</p> <ul style="list-style-type: none"> <li>• Marketing Effectiveness: TELUS tracks marketing KPIs that are relevant for the type of activation. For example, for digital activations we track impressions, click through rate, and conversion rate. For events and tradeshows, we track contacts made, meetings booked, and conversions. Each sales opportunity that comes from a marketing activation is tracked using unique Campaign Codes in Salesforce, and each campaign is tracked to determine ROI and continuously improve marketing effectiveness.</li> <li>• Active Funnel: TELUS tracks all active sales opportunities in Salesforce. The account team engaged directly with the customer to update opportunities with notes and progress, defined as a Situation Level from our Premier Sales Organization (PSO) best practices. TELUS measures and internally reports on funnel metrics such as, but not limited to, number of opportunities; quantity of units; total contract value; contracted monthly revenue (growth); one-time revenue; deal age; and expected close date. Additionally, demographics such as segment, industry and region, are tracked. These metrics enable accurate revenue, operational forecasting, and monitoring of overall funnel health.</li> <li>• Closed Won/Loss: TELUS will track all closed sales opportunities, won or loss. Closed Won deals retire targets that are tracked by sales leadership. Closed Loss deals are analysed to understand reasoning and continuously improve our product and services.</li> <li>• YoY (Year over Year) Growth</li> </ul> <p>Support KPIs will include the following:</p> <ul style="list-style-type: none"> <li>• Average Issue Count (daily/weekly/monthly)</li> <li>• Average handle time per ticket</li> <li>• Average speed of answer</li> <li>• % of tickets resolved per week</li> <li>• Average weekly backlog</li> <li>• Next available delivery date (hardware orders)</li> </ul> <p>TELUS will also track and measure billing to Sourcewell customers to efficiently fulfil quarterly payments of the administrative fee.</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.	We propose an Administration Fee payable to Sourcewell of 2.0%.	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	There is no pricing offered by TELUS to existing cooperative contracts, state contracts, or agencies that is superior to that offered in this proposal. *

**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>Skyhawk is a secure, web-based, cloud-hosted solution for remote configuration, management and update series for the maintenance of GPS telematics. Vehicle positions and status automatically update on-screen without any input from the end-user. Asset tracking data is not routed through any country other than the client's country, and the cloud-based servers are physically located within said country.</p> <p>The end-user system access is available 24/7 (24 hours 7 days a week) via any web browser connected to the Internet. Information data stored by the SkyHawk system is accessible on-line for a period of up to two years and maintained in a data warehouse beyond two years. Data is accessible by request for a minimum of seven years or the lifetime of the contract (whichever period is longer) without additional cost. Data older than seven years can be made available by request on compatible data storage devices. The maximum latency period between the most recently collected data and the time that it is entered into the data warehousing system is no more than 30 seconds and no more than the normal latency afforded by the network being used.</p> <p>Our ConnectAnywhere tool has the ability to organize vehicles, employees and users in a multi-tier organization. It offers the ability to report performance metrics rolled up at different hierarchical levels and the ability to drill-down and across the hierarchy to investigate trends and anomalies. The solution provides an unlimited number of user accounts and contacts (i.e. no "per user license").</p> <p>Our Winter Analytics Report is the most advanced report within the TELUS system and shows how SkyHawk differentiates from other telematics offerings by providing detailed winter operations information performed by the selected assets. SkyHawk has a commitment to the material readings within the Winter Analytics Report matching exactly to what appears on the spreader controllers within the assets.</p> <p>This report contains data including:</p> <ul style="list-style-type: none"> <li>• Material used on each trip (individual solids, pre-wet and liquid)</li> <li>• Trips start and end time (and total time of each trip)</li> <li>• Active time of the following activities: plowing, spreading, deadheading (i.e., travel without winter operations performed)</li> <li>• Set rates (solid, pre-wet and anti-ice)</li> <li>• Distance and time of each winter activity and percentage of these over the travel portion</li> <li>• Fuel used for each trip</li> <li>• Each trip associated cost (fuel, labor and operations costs are considered).</li> </ul> <p>These features provide our clients with more than just a summary of their Winter Operations, but rather provide analysis within the report for easy viewing of where potential over usage of material occurred, and make adjustments for future events.</p> <p>Spreader Controllers that SkyHawk integrates with are:</p> <ul style="list-style-type: none"> <li>• Bosch Rexroth CS230, CS440, CS520, CS530, CS550, CS630, CS660</li> <li>• Certified Cirus Spreadsmart</li> <li>• Certified Power Freedom2</li> <li>• Force America 5100, 5100ex, 6100</li> <li>• Dickey-John Control Point, Flex4, Flex4 Pro</li> <li>• Champion Genesis</li> <li>• Muncie</li> <li>• ACE Cholorbite, Ecobite</li> <li>• Parker IQAN</li> <li>• Epoke</li> <li>• Gilleta</li> <li>• Boschung</li> </ul>

- Schmidt

ConnectAnywhere's Route Overlay feature provides the user with the ability to view routes being completed in real-time while offering completely customizable Levels of Service and colorizations assigned to each route.

For example:

- Priority 1 routes could have an SLA of 4 hours, Routes appear as Green if completed within 1 hour, Yellow if completed between 1 and 4 hours ago, and Red if not completed within 4 hours
- Priority 2 roads could have an SLA of 8 hours: Routes appear as Orange if completed within 1 hour, Neon if completed between 1 and 4 hours ago, Neon if completed between 4 and 8 hours ago, and Purple if not completed within 8 hours.

Different activities can be assigned to these Levels of Service for displaying on the live map. Activities include travel, plowing, spreading, anti-ice, and sweeping. This feature is unbelievably useful during a winter event, as a Supervisor/Foreman can monitor the winter activity live and dispatch units to any areas that have been missed.

The Route Completion Report allows historical reporting on completion of routes based on the required level of service and specific activity (i.e. spreading, plowing, anti-ice, sweeping, and travel). Each segment of the route and percentage within the SLA is reported over a specific period of time. For example, if the report is run for the time period of 1:00 AM to 1:00 PM (12 hours) and the road segment has a Level of Service of 6 hours and is treated at 1:00 AM only, then the road segment would show 50% complete over the time period. The percentage complete of these road segments will then be rolled up to provide a percentage complete for the route, as well as for the total road network. Rather than providing a report that shows whether a street had been touched during a winter event, SkyHawk has provided Public Works managers with the ability to see if the fleet met the street maintenance expectations continually throughout the event.

Our Sweeper Report highlights the areas for the selected assets where the equipment of a street sweeper was in function. Based on the input information that was set, the report is able to visually map when the different brooms (e.g., left, right, central) were activated, as well as the vacuum and conveyor activation (if applicable). The report also provides a desired sweeping speed threshold. If the unit is sweeping over this desired speed, it will be identified as a speeding event and the path of travel will be highlighted in a red colour on the map.

The Report contains several features such as:

- Trip type (traveling/deadheading, idling, etc.)
- Start and end time of each trip (and total time for each trip)
- Sweeping time per brush (left, right, central)
- Sweeping distance, time and percentage compared with total trip
- Number of speeding incidents while sweeping and deadheading travels
- Number of hopper dumps and volume dumped
- Fuel used for each trip (if available)
- Idling location (address and coordinates)
- Resource costs for each trip (considering fuel, labor and operation cost categories).

This report allows users to determine the optimization of their sweeping strategy, as well as easily identifying areas of speeding while sweeping leading to unwanted broom wear and ineffective sweeping techniques.

Asset Monitoring: SkyHawk offers a wide variety of Asset monitoring solutions to ensure that our clients' needs are meant for all their trackable assets.

Trailer Tracking: The modem used for trailer tracking has a one-year battery life when the trailer sits idle with once a day messaging. The modem can also be programmed to check in when in motion at a different time interval (for example every 5 minutes). However, this modem can also interface with the hitch of the trailer, so that when a vehicle is connected to the trailer, this vehicle powers the modem's battery to full power, and also, causes the modem to check in on a 15 second interval. This is quite important for clients, as not only can they view their trailer location, but their trailer USAGE as well. This allows our clients to view their trailer's path of travel, distance travelled, utilization when compared to other trailers in the fleet, and maintenance scheduling based on actual trailer usage. Also, so long as the trailer is used once a year, our clients would not need to change the battery on any of these modems.

Standalone Solar-Powered Cellular Modem: This modem can be placed on non-powered equipment and has a battery life of up to 3 years without being charged. However, when exposed to the sun on a daily basis, this modem can check in once an hour without seeing the battery voltage drop below full power. This allows our users to see the current location of their equipment and be able to perform real-time

inventory of all of their pieces of large equipment

Standalone Solar-Powered Satellite Modem: Similar to the above, however this modem uses satellite, rather than cellular reporting for those pieces of equipment that will sit outside of cellular coverage for longer periods of time.

Bluetooth Tags: SkyHawk-TELUS offers different form factors of Bluetooth tags depending on the equipment type, with the largest tag having an estimated battery life of up to 20 years. These Bluetooth tags interface to vehicle or site modems to provide positioning data on assets with these tags attached. These assets have their own separate history within the portal and historical information as to their location can be queried (rather than the tags simply acting as an inventory management tool for on-vehicle equipment).

The goal of all three of the above solutions is to not have our clients have a battery change operation a few months or years after purchase as this can be quite tedious for our clients, especially those monitoring hundreds of pieces of equipment. Rather we focus on solutions that provide either the means of self recharge, or extraordinarily long battery life.

WiFi Hotspot: Some higher end TELUS modems are capable of certain LTE Cat4 WiFi hotspots within the vehicle in order to provide drivers with the means to use their tablets or laptops in cab without requiring a separate dedicated sim.

WiFi Offload: For those clients that have sites that sit outside of cellular coverage, some SkyHawk modems are capable of offloading data stored on the modem via a WiFi connection. In other words, the vehicle can perform its daily functions and then return to the yard at the end of the day, at which point, the modem will transmit all data, and the supervisor can then review that vehicles activity.

AI Powered Camera: The TELUS Advanced Camera solution utilizes AI functionality to identify unwanted behaviour PRIOR to an accident occurring. Our solution focuses on accident prevention rather than accident reconstruction. Apart from providing a live stream to watch and automatically saving the incident videos, these cameras generate different alerts to prevent accidents. In case of an accident, the acquired footage lets the fleet managers analyze what happened or provide evidence for third parties.

A list of events observed and recorded by the AI camera include:

- Collision
- Near Collision
- Tailgating
- Rolling Stop
- Lane Drift
- Solid Line Crossing
- Harsh Acceleration/Braking
- Harsh Cornering
- Swerving
- Camera Obstruction
- Camera Dismounted
- Distracted Driver
- Fatigue
- Eating/Drinking (above desired speed threshold)
- Phone Usage
- Not wearing seat belt
- Smoking in-cab
- Passenger in-cab
- Button press

Thresholds for each event are set by the client (i.e. a rolling stop occurs when a vehicle's speed is above 5 mph), and can also be based around the vehicle type. Each incident sends the event to the cloud based on a desired time interval (i.e. 10 seconds before the event and 5 seconds after). Footage can be recorded of a quality of up to 1080p and 15fps. Each incident can also trigger a voice command inside the cab to ameliorate unwanted behaviour in real time (i.e. phone usage, or tailgating).

Understanding that it would likely be difficult for our clients to review every single incident that the camera records, especially for large fleets, the system has a vehicle/driver scorecard where the client can set weights for each event type and have a score for each vehicle/driver. In this way they can prioritize education session with each individual that has an unfavorable score, and reward those with favourable scores.

In addition, the camera allows for up to 8 outside extension cameras. I.e. Rear and side. This is especially useful for reviewing plow functionality. In addition, these

		<p>extension cameras can connect to an in-cab tablet so the driver has a live view of his wing plow and a rear camera (or other extension cameras) decreasing the risk of the wing plow colliding with a mailbox or parked vehicle.</p> <p>Automated Road Quality Monitoring - Road Patrol AI Camera: Our Automated Road Patrol can help municipalities continuously monitor and repair road defects such as potholes and cracks, and easily detect damaged or missing roadway assets like traffic signs, street lights, pavement markings and even graffiti. With the ability to detect more than 300 assets, you can personalize road patrolling to monitor and inspect assets specific to your safety and operational needs. The driver no longer needs to leave the vehicle cab and manually recorded issues can be sent directly to a client's work order system through an API.</p> <p>The Pavement Condition Survey can help municipalities evaluate the condition of road or sidewalk pavement by identifying defects such as cracks, potholes, roughness and other distresses. It's performed using Pavement Condition Index (PCI) which populates a score from 0 to 100, with 100 translating into excellent condition. It's also inspected using PASER, which populates a score of 0 to 10 to identify health, with 10 being excellent. Prioritize maintenance and rehabilitation tasks, and give data to help review budget allocation needs for road infrastructure.</p> <p>Our Roadway Asset Inventory can help municipalities digitally capture and inventory right-of-way assets, such as traffic signs, fire hydrants, street lights and more. It also records the attributes of those assets, like sign codes and text, street names, asset size, and other details. Gain access to your inventory at any time to audit assets or plan new roads to facilitate public safety and traffic optimization.</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>The subcategory titles of relevance to our proposed solutions would include the following:</p> <ul style="list-style-type: none"> <li>• Fleet technology related hardware solutions</li> <li>• Related software solutions</li> <li>• Fleet telematics</li> <li>• Fleet monitoring and asset tracking</li> <li>• Geofencing solutions</li> <li>• Integrated video solutions</li> <li>• Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management</li> </ul>

**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 type="radio"/> Yes <input checked="" type="radio"/> No	N/A

77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Skyhawk offers a wide variety of hardware solutions to fit our clients' needs: <ul style="list-style-type: none"> <li>• Plug and play modem. OBDII/J1939/RP1226. LTE-M. One input. Driver ID. Bluetooth. The standard modem used for providing track and trace functionality for fleet vehicles.</li> <li>• Waterproof telematics modem. LTE. 2 Inputs. IP68. Driver ID. Bluetooth. Modem used for monitoring open cab units such as mowers and snowmobiles.</li> <li>• Advanced Telematics Modem. OBDII/J1939/RP1226. LTE Cat4 WiFi Hotspot. 7 inputs. Driver ID. Bluetooth.RS232 port for connection to spreader controllers. Modem used for vehicles that have an ECM connection with more advanced needs such as snow plows and sweepers.</li> <li>• WiFi offload capable modem. OBDII/J1939. LTE Cat4 WiFi Hotspot. 6 inputs. Driver ID. Bluetooth. RS232 port for connection to spreader controllers. Used in areas without cellular coverage as the modem is capable of connecting to WiFi to offload data (500 MB of on-board storage).</li> <li>• Trailer Tracker. 1 Input. IP68. Bluetooth. Capable of interfacing with Trailer hitch for recharging of modem battery. Modem capable of monitoring usage of trailers and distance travelled.</li> <li>• Solar Powered Cellular Tracker. IP68. Bluetooth Used for monitoring non-powered outdoor assets. Capable of one hour reporting without any battery drain.</li> <li>• Bluetooth tags. Up to 20-year battery life. Can interface with the modems listed above to provide location tracking of non-powered equipment.</li> <li>• Advanced AI camera. Road facing and Driver facing. up to 8 extension cameras. Can interface with in-cab tablet to provide live view of extension cameras. Capable of monitoring a wide variety of road and in-cab events to identify unwanted driving behaviour.</li> <li>• Advanced Road Monitoring camera solution. Automatically collect road information such as road condition, potholes, luminaire, signage, and graffiti etc. Create work orders for defects. Automatically collect all assets stored in a database.</li> </ul>
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78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Skyhawk is a secure cloud web-based solution for remote configuration, management and update series for the maintenance of GPS telematics. Vehicle positions and status automatically update on-screen without any input from the end-user. Asset tracking data is not routed through any country other than the client's country, and the cloud-based servers are physically located within said country.</p> <p>End-user system access is available 24/7 (24 hours 7 days a week) via any web browser connected to the Internet. Information data stored by the SkyHawk system is accessible on-line for a period of up to two years and maintained in a data warehouse beyond two years. Data is accessible by request for a minimum of 7 years or the lifetime of the contract (whichever period is longer) without additional cost. Data older than 7 years shall be made available by request on compatible data storage devices. The maximum latency period between the most recently collected data and the time that it is entered into the data warehousing system is no more than 30 seconds and no more than the normal latency afforded by the network being used.</p> <p>ConnectAnywhere has the ability to organize vehicles, employees and users in a multi-tier organization. It offers the ability to report performance metrics rolled up at different hierarchical levels and the ability to drill-down and across the hierarchy to investigate trends and anomalies. The solution provides an unlimited number of user accounts and contacts (i.e. no "per user license").</p>
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our Winter Analytics Report is the most advanced report within the proposed system and demonstrates how SkyHawk differentiates from other telematics offerings by providing detailed winter operations information performed by the selected assets.</p> <p>SkyHawk has a commitment to the material readings within the Winter Analytics Report matching exactly to what appears on the spreader controllers within the assets. This report contains data including:</p> <ul style="list-style-type: none"> <li>• Material used on each trip (individual solids, pre-wet and liquid)</li> <li>• Trips start and end time (and total time of each trip)</li> <li>• Active time of the following activities: plowing, spreading, deadheading (i.e., travel without winter operations performed)</li> <li>• Set rates (solid, pre-wet and anti-ice)</li> <li>• Distance and time of each winter activity and percentage of these over the travel portion</li> <li>• Fuel used for each trip</li> <li>• Each trip associated cost (fuel,</li> </ul>

labor and operations costs are considered).

These features provide our clients with more than just a summary of their Winter Operations, but rather provide analysis within the report for easy viewing of where potential over usage of material occurred, and make adjustments for future events.

Spreader Controllers that SkyHawk integrates with are:

- Bosch Rexroth CS230, CS440, CS520, CS530, CS550, CS630, CS660
- Certified Cirus Spreadsmart
- Certified Power Freedom2
- Force America 5100, 5100ex, 6100
- Dickey-John Control Point, Flex4, Flex4 Pro
- Champion Genesis
- Muncie
- ACE Cholorbite, Ecobite
- Parker IQAN
- Epoke
- Gilleta
- Boschung
- Schmidt

In comparing SkyHawk's algorithm for ingesting spreader data, the Snowfighters Association performed a study whereby the TELUS system was 99.5% accurate when comparing the data in the solution to the data on the spreader controllers.

ConnectAnywhere's Route Overlay feature provides the user with the ability to view routes being completed in real-time while offering completely customizable Levels of Service and colorizations assigned to each route. For example:

- Priority 1 routes could have an SLA of 4 hours, Routes appear as Green if completed within 1 hour, Yellow if completed between 1 and 4 hours ago, and Red if not completed within 4 hours
- Priority 2 roads could have an SLA of 8 hours: Routes appear as Orange if completed within 1 hour, Neon if completed between 1 and 4 hours ago, Neon if completed between 4 and 8 hours ago, and Purple if not completed within 8 hours. \*

Different activities can be assigned to these Levels of Service for displaying on the live map. Activities include travel, plowing, spreading, anti-ice, and sweeping. This feature is unbelievably useful during a winter event, as a Supervisor/Foreman can monitor the winter activity live and dispatch units to any areas that have been missed.

The Route Completion Report allows historical reporting on completion of routes based on the required level of service and specific activity (i.e. spreading, plowing, anti-ice, sweeping,

and travel). Each segment of the route and percentage within the SLA is reported over a specific period of time.

For example, if the report is run for the time period of 1:00 AM to 1:00 PM (12 hours) and the road segment has a Level of Service of 6 hours and is treated at 1:00 AM only, then the road segment would show 50% complete over the time period. The percentage complete of these road segments will then be rolled up to provide a percentage complete for the route, as well as for the total road network. Rather than providing a report that shows whether a street had been touched during a winter event, SkyHawk has provided Public Works managers with the ability to see if the fleet met the street maintenance expectations continually throughout the event.

Our Sweeper Report highlights the areas for the selected assets where the equipment of a street sweeper was in function. Based on the input information that was set, the report is able to visually map when the different brooms (e.g., left, right, central) were activated, as well as the vacuum and conveyor activation (if applicable).

The report also provides a desired sweeping speed threshold. If the unit is sweeping over this desired speed, it will be identified as a speeding event and the path of travel will be highlighted in a red colour on the map.

The Report tracks a number of metrics including:

- Trip type (traveling/deadheading, idling, etc.)
- Start and end time of each trip (and total time for each trip)
- Sweeping time per brush (left, right, central)
- Sweeping distance, time and percentage compared with total trip
- Number of speeding incidents while sweeping and deadheading travels
- Number of hopper dumps and volume dumped
- Fuel used for each trip (if available)
- Idling location (address and coordinates)
- Resource costs for each trip (considering fuel, labor and operation cost categories).

This report allows users to determine the optimization of their sweeping strategy, as well as easily identifying areas of speeding while sweeping leading to unwanted broom wear and ineffective sweeping techniques.

<p>80</p>	<p>Fleet monitoring and asset tracking</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>SkyHawk offers a wide variety of Asset monitoring solutions to ensure that our clients' needs are meant for all their trackable assets.</p> <p>Trailer Tracking: The modem used for trailer tracking has a one-year battery life when the trailer sits idle with once a day messaging. The modem can also be programmed to check in when in motion at a different time interval (for example every 5 minutes). However, this modem can also interface with the hitch of the trailer, so that when a vehicle is connected to the trailer, this vehicle powers the modem's battery to full power, and also, causes the modem to check in on a 15 second interval. This is quite important for clients, as not only can they view their trailer location, but their trailer USAGE as well. This allows our clients to view their trailer's path of travel, distance travelled, utilization when compared to other trailers in the fleet, and maintenance scheduling based on actual trailer usage. Also, so long as the trailer is used once a year, our clients would not need to change the battery on any of these modems.</p> <p>Standalone Solar-Powered Cellular Modem: This modem can be placed on non-powered equipment and has a battery life of up to 3 years without being charged. However, when exposed to the sun on a daily basis, this modem can check in once an hour without seeing the battery voltage drop below full power. This allows our users to see the current location of their equipment and be able to perform real-time inventory of all of their pieces of large equipment.</p> <p>Standalone Solar-Powered Satellite Modem: Similar to the above, however this modem uses satellite, rather than cellular reporting for those pieces of equipment that will sit outside of cellular coverage for longer periods of time.</p> <p>Bluetooth tags: TELUS offers different form factors of Bluetooth tags depending on the equipment type, with the largest tag having an estimated battery life of up to 20 years. These Bluetooth tags interface to vehicle or site modems to provide positioning data on assets with these tags attached. These assets have their own separate history within the portal and historical information as to their location can be queried (rather than the tags simply acting as an inventory management tool for on-vehicle equipment).</p>
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81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>TELUS provides the ability to draw geofences within the system to report on which vehicles enter and exited a geofence over a given period of time, how long each asset was within the geofence, as well as a current inventory of which vehicles/assets are within each geofence.</p> <p>Geofences can also be used in individual reports to limit the report to a single area. For example, in the Winter Analytics report, the geofence can limit the amount of salt dispersal to known environmentally sensitive areas in order to view the activity within those sites.</p> <p>Geofences can also be drawn “on-the-fly” within the mapping view of reports such as the Winter Analytics Report. So in the example of an accident that occurred a month ago within an intersection, an a geofence doesn’t exist in the system for that intersection, the user can draw it on the map screen and isolate the area for that report. In this way, accidents from the past can be quickly and easily investigated in regards to the winter vehicles that entered this geofence, the time stamp, and the amount of material dispersed.</p> <p>Geofences can also have certain labels. A Yard allows the trip report to be sorted from yard exit to yard re-enter so that supervisors can outside the time vehicle left and re-entered the yard.</p> <p>A salt dome geofence allows the user to not include material dispersed within this geofence within the Winter Reports., This is especially useful for spreader controllers where the trip total is increased even when in unloading mode. This feature adjusted the material total to ensure that the total is salt used and doesn’t include salt returned to the yard.</p> <p>A sweeper maintenance area geofence allows the user to disregard hooper dumps that occur in his area toward the total dumps within the Sweeper Report. This way the amount of dumps is accurate and doesn’t include events where the hopper is washed.</p>	*
82	Motor pool and fleet sharing solutions services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The TELUS Advanced Camera solution utilizes AI functionality to identify unwanted behaviour PRIOR to an accident occurring. Our solution focuses on accident prevention rather than accident reconstruction. Apart from providing a live stream to watch and automatically saving the incident videos, these cameras generate different alerts to prevent accidents. In case of an accident, the acquired footage lets the fleet managers analyze what happened or provide</p>	

evidence for third parties.

A list of events observed and recorded by the AI camera include:

- Collision
- Near Collision
- Tailgating
- Rolling Stop
- Lane Drift
- Solid Line Crossing
- Harsh Acceleration/Braking
- Harsh Cornering
- Swerving
- Camera Obstruction
- Camera Dismounted
- Distracted Driver
- Fatigue
- Eating/Drinking (above desired speed threshold)
- Phone Usage
- Not wearing Seatbelt
- Smoking In-Cab
- Passenger In-Cab
- Button Press

Thresholds for each event are set by the client (i.e. a rolling stop occurs when a vehicle's speed is above 5 mph), and can also be based around the vehicle type. Each incident sends the event to the cloud based on a desired time interval (i.e., 10 seconds before the event and 5 seconds after). Footage can be recorded of a quality of up to 1080p and 15fps. Each incident can also trigger a voice command inside the cab to ameliorate unwanted behaviour in real time (i.e. phone usage, or tailgating).

Understanding that it would likely be difficult for our clients to review every single incident that the camera records, especially for large fleets, the system has a vehicle/driver scorecard where the client can set weights for each event type and have a score for each vehicle/driver. In this way they can prioritize education sessions with each individual that has an unfavorable score, and reward those with favourable scores.

In addition, the camera allows for up to 8 outside extension cameras (i.e., rear and side). This is especially useful for reviewing plow functionality. In addition, these extension cameras can connect to an in-cab tablet so the driver has a live view of his wing plow and a rear camera (or other extension cameras) decreasing the risk of the wing plow colliding with a mailbox or parked vehicle.

Our Automated Road Patrol can help municipalities continuously monitor and repair road defects such as potholes and cracks, and easily detect damaged or missing roadway assets like traffic signs, street lights, pavement markings and even graffiti. With the ability to detect more than 300 assets, you can personalize road patrolling to monitor and inspect assets specific to your safety and

			<p>operational needs. The driver no longer needs to leave the cab, and recorded issues can be sent directly to a client's work order system through an API.</p> <p>Our Pavement Condition Survey can help municipalities evaluate the condition of road or sidewalk pavement by identifying defects such as cracks, potholes, roughness and other distresses. It's performed using Pavement Condition Index (PCI) which populates a score from 0 to 100, with 100 translating into excellent condition. It's also inspected using PASER, which populates a score of 0 to 10 to identify health, with 10 being excellent. Prioritize maintenance and rehabilitation tasks, and give data to help review budget allocation needs for road infrastructure.</p> <p>Our Roadway Asset Inventory can help municipalities digitally capture and inventory right-of-way assets, such as traffic signs, fire hydrants, street lights and more. It also records the attributes of those assets, like sign codes and text, street names, asset size, and other details. Gain access to your inventory at any time to audit assets or plan new roads to facilitate public safety and traffic optimization.</p>
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	The TELUS solution contains a GHC Report that shows the user the amount of CO2 emissions that each vehicle within the fleet has expanded over the desired period of time. *

**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](#) - Sourcewell RFP 102924 - Fleet Management Technologies - TELUS Pricing.xlsx - Monday October 28, 2024 13:19:08
- [Financial Strength and Stability](#) - TELUS 2023 Annual Report.pdf - Monday October 28, 2024 13:19:25
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sourcewell RFP 102924 - Fleet Management Technologies Sample Corp Customer Agreement (CCA) from TELUS.pdf - Monday October 28, 2024 13:23:11
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Sourcewell RFP 102924 - Fleet Management Technologies - Additional Documents from TELUS.zip - Monday October 28, 2024 13:24:28

## 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. - Michael Vitullo, Director of Sales, TELUS Communications Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
<b>Addendum_12_RFP_102924_Fleet Management_Technology</b> Tue October 22 2024 07:02 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_11_RFP_102924_Fleet Management_Technology</b> Fri October 18 2024 03:16 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_10_RFP_102924_Fleet Management_Technology</b> Thu October 17 2024 01:06 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_RFP_102924_Fleet Management_Technology</b> Thu October 10 2024 02:44 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_RFP_102924_Fleet Management_Technology</b> Wed October 9 2024 03:28 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_RFP_102924_Fleet Management_Technology</b> Tue October 8 2024 02:23 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_RFP_102924_Fleet Management_Technology</b> Fri October 4 2024 08:10 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_RFP_102924_Fleet Management_Technology</b> Mon September 30 2024 04:19 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_4_RFP_102924_Fleet Management_Technology</b> Wed September 25 2024 08:19 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_RFP_102924_Fleet Management_Technology</b> Tue September 24 2024 08:22 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_102924_Fleet Management_Technology</b> Wed September 18 2024 09:24 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_RFP_102924_Fleet Management_Technology</b> Fri September 13 2024 04:33 PM	<input checked="" type="checkbox"/>	1