

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: Geotab Inc.**

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 Geotab Inc., 2440 Winston Park Dr., Oakville, Ontario L6H 7V2 (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.

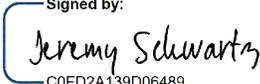
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating 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

Geotab Inc.

Signed by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/23/2025 | 9:57 AM CDT

Signed by:

 By: _____
 4DBD3A22BCFD499...
 Neil Cawse
 Title: CEO
 Date: 4/23/2025 | 7:44 AM PDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Geotab Inc.
Does your company conduct business under any other name? If yes, please state: Geotab
Address: 2440 Winston Park Drive
Oakville, ON L6H 7V2
Contact: Neil Garrett
Email: neilgarrett@geotab.com
Phone: 702-884-8289
HST#: 897646410

Submission Details

Created On: Friday October 04, 2024 08:26:39
Submitted On: Tuesday October 29, 2024 15:06:38
Submitted By: Julie Wilson
Email: juliewilson@geotab.com
Transaction #: d302d78c-dcb8-4d8e-9d29-e3cb3ac9a5d2
Submitter's IP Address: 142.112.241.243

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.	Geotab Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.
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).	Geotab USA, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Provide your NAICS code applicable to Solutions proposed.	None.
6	Proposer Physical Address:	2440 Winston Park Dr., Oakville, ON L6H 7V2
7	Proposer website address (or addresses):	https://www.geotab.com/
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Neil Cawse, CEO 2440 Winston Park Dr., Oakville, Ontario, L6H 7V2, Canada neilcawse@geotab.com +1 647 728 4530
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Neil Garrett, Associate Vice President of Business Development, Government 2440 Winston Park Dr, Oakville, Ontario, L6H 7V2, Canada neilgarrett@geotab.com +1 (702) 884-8289
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	None.

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

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Geotab Inc.:</p> <p>Geotab Inc. (Geotab) is a Canadian headquartered company that has created an end-to-end telematics and secure data platform that provides the fleet ecosystem with insights designed to support a fleet owner in making operational improvements, provide profit opportunities as well as socioeconomic benefits, and by enabling innovation built on data.</p> <p>Geotab counts many Fortune 500 companies and North America's largest public sector fleets among its growing roster of customers. Geotab continues to meet and exceed revenue goals year over year and has become the world's fastest growing telematics company by monthly additions globally.</p> <p>Geotab is a global leader in telematics, providing industry-best fleet management solutions to commercial and public sector fleets of all sizes. As the world's largest secure and open connected vehicle platform, Geotab has a unique focus on rich, high quality data, and applying the analytics necessary to transform this data into actionable intelligence to help our fleet customers minimize total cost of ownership and maximize operating efficiency, safety, and environmental sustainability.</p> <p>With more than 50,000 global customers, and as the largest provider of fleet management solutions to Fortune 100 fleets, Geotab connects more than 4 million vehicles, collecting and processing more than 75 billion uncompressed raw data points every day. This is the largest organically grown vehicle data set in the world. Geotab counts State of Mass., GSA, Army, Navy, Delaware, UPS, Natural Resources Canada, the State of California, New York City and more, as part of its growing roster of 50,000 customers. Both public and private organizations rely on Geotab for critical business intelligence to improve overall business operations.</p> <p>Distribute globally, support locally:</p> <p>Geotab is connected and operating in over 160 countries across all regions of the world and growing. It currently has offices in the U.S., Canada, Mexico, Brazil, the U.K., Spain, Germany, France, Italy, Singapore, and Australia. Geotab's workforce of over 2,200 employees continues to grow as Geotab enters new markets and expands its global presence to further support growing service providers, its Partners, its Customers' business needs, and the growing focus on data-driven decisions.</p> <p>Geotab's business philosophy is driven by its core values: Geotab takes great pride in its company culture. Geotab's culture is heavily reflected in the company's core values: Innovate Collaborate and strive for transparency Go above and beyond Do the right thing Embrace change Work hard. Play hard Develop for the future Keep it simple</p> <p>Geotab serves a diverse array of clients from various industries and regions. Geotab has extensive experience serving both small fleets of under 250 vehicles and large fleets of over 50,000 vehicles. Geotab solutions are flexible and fit to many industries.</p> <p>Core pillars: Six core pillars drive Geotab's ongoing innovation and success, which help businesses make impactful operational improvements and minimize operating costs: productivity, optimization, safety, sustainability, compliance and expandability.</p> <p>The product and services being provided in this RFP response to Sourcewell speak to the longevity of the company. Geotab has evolved from a track and trace company, to a data analytics company, while being a leader in EV support and leading a Marketplace of specific integrations that could meet the needs of all different types of clients. Geotab also strives to be a leader in both social responsibility and environmental sustainability, and values a holistic approach in running its operations.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Geotab has nationwide government reach with over 700 partners that could support the implementation, administration, and on-going use of Geotab technology. All of Geotab partners will receive Geotab's preferred Sourcewell pricing.</p>

13	<p>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>	<p>Geotab is a financially stable organization without any private equity, venture capital, or external shareholders. Geotab continues to meet and exceed revenue goals year over year and has become the world's fastest growing telematics company by monthly additions globally. Geotab has been in business since 2000.</p> <p>As a financially stable organization without any private equity, venture capital, or external shareholders, Geotab has been in business since 2000.</p> <p>Geotab's revenue for the past eight years were:</p> <p>USD \$590M (2023) USD \$491M (2022) USD \$410M (2021) USD \$358M (2020) USD \$322M (2019) USD \$229M (2018) USD \$160M (2017) USD \$111M (2016) USD \$77M (2015)</p> <p>Geotab produced ~\$600M in revenue in 2023 and is growing at ~20% CAGR. As a private company, Geotab does not share its financial statements; however, Geotab meets a D&B rating of BB2 and better with a low-moderate over business risk.</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Geotab has approximately 30% market share in both the US and CDN.</p>	*
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Geotab has approximately 30% market share in both the US and CDN.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>No. Geotab has never petitioned for bankruptcy protection.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Geotab is a manufacturer and provides sales and services through a network of authorized Geotab resellers, known as partners. Our partners are third parties that operate independently of Geotab, but under contract. Each is free to resell the Geotab solution unmodified or with varying degrees of customization. Many Geotab partners add significant value to the end product in their own right, for example by customizing the solution for particular industries. As such, the individuals directly responsible for providing the products and services to end users are employees of third parties: our partners. The exact division of labor varies from Reseller to Reseller as each has a different core competencies and a different capacity for adding value. However, in most cases, partners provide customer-facing sales personnel, installation, configuration and integration services as well as first and second tier technical support. In addition to designing, building and maintaining the underlying products and services, Geotab's employees provide support to partners in the areas of training, technical advice or solutions engineering (e.g. configuring complicated integrations), and tier 3 technical support as well as marketing support.</p>	*

18	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>List of Geotab's certifications: Security certifications: FIPS 140-2 certificate #3371 (certified in 2019) (https://csrc.nist.gov/Projects/cryptographic-module-validation-program/Certificate/3371) Geotab is currently pursuing FIPS 140-3 certification, which supersedes FIPS 140-2. FedRAMP PMO Authority To Operate (ATO) certification (certified in 2020) (https://marketplace.fedramp.gov/#/product/geotab-telematics-platform-government-gtp-gov?sort=productName) Industry: ISO 27001 (certified in 2020) (https://www.geotab.com/CMS-GeneralFiles-production/NA/Certificates/IS%20725614%20-%20001.pdf) Geotab's recycling partners are all R2 certified, which requires their organizations to be compliant with ISO 14001. Quality Assurance: Geotab's contract manufacturers and strategic suppliers are ISO 9001 certified. On the GO device, Geotab leverages the cellular module's Federal Communications Commission (FCC) and Industry Canada (IC) certifications i.e. if the cellular module is already FCC and IC certified, Geotab simply displays those numbers on its label as contained in its devices. Geotab performs its own PTCRB certification at a device level which tests for radiated spurious emissions as well as total radiated power and total isotropic sensitivity of its device, as well as carrier (AT&T, Rogers, etc.) related certifications which focus around interoperability and impact on network. A review of telematics technology certification and Geotab's compliance: FCC, IC, PTCRB, NOM, HERO (select SKUs)*, HERF, HERP, CE, Emark, RED, REACH, RoHS, WEEE, RCM.</p>
19	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 Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Geotab has not been suspended or disbarred in the past ten years.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Geotab has been recognized as a leader in telematics and has received a number of awards and accolades including: #1 Ranked Telematics Provider Worldwide by ABI Research in 2019, 2020, 2021 (https://www.geotab.com/blog/telematics-vendor-ranking/) Earned EcoVadis Bronze Medal (https://www.geotab.com/press-release/geotab-earns-ecovadis-bronze-medal/) Won Google Cloud Cross Customer Award 2023 (https://www.geotab.com/press-release/google-customer-awards-2023/) One of Canada's Best Managed Companies (https://www2.deloitte.com/ca/en/pages/press-releases/articles/canadas-best-managed-companies-demonstrate-bold-and-deliberate-action-in-business.html) Certified by Great Place to Work as one of the best workplaces in the technology industry (https://www.greatplacetowork.ca/en/best-workplaces/best-workplaces-in-canada-100-999-employees#2018-best-100-999-employees/view-sub-list-details14/59638bc850913a4dcf4e1474/) Ranked 210 on Canada's Top Growing Companies (https://www.geotab.com/press-release/top-growing-company-2020/) Ranked No.175 on the 2020 Growth List (https://www.geotab.com/press-release/growth-list/) Awarded Silver for Most Effective Recruitment Strategy for HR Awards (https://hrwards.ca/winners-and-excellence-awardees/2020-winners-excellence-awardees-2/#MOST-EFFECTIVE-RECRUITMENT-STRATEGY) Named one of Canada's Enterprise Fast 15 in Deloitte's Technology Fast 50 Awards (https://www.geotab.com/press-release/deloitte-fast-15/)</p>
21	What percentage of your sales are to the governmental sector in the past three years?	80%
22	What percentage of your sales are to the education sector in the past three years?	20%
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?	<p>Geotab's average annual sales volume for these agreements was \$12.2M over the past three years. Resellers also hold State contracts, however Geotab is not a liberty to provide.</p>
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?	Geotab's average monthly sales is \$2.8M or \$33.6M annually.

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
State of Wyoming	Dale Spiess	307-777-7248
The Port Authority of NY & NJ	Andrew Varuzzo	201-216-2374
Town of Blacksberg	John O'Shea	540-443-1203

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

Describe your company's capability to meet the needs of Sourcwell 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.	Through Geotab's network of Authorized Resellers (known as partners), the company has a robust national sales force that is able to accommodate Sourcwell member needs regardless of their location. Geotab has an in-depth onboarding training program for partners in addition to weekly training sessions and many online resources.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Geotab has over 700 partners globally. A number of Geotab partners are extremely large organizations composed of fleet management companies, Fuel Card providers, school bus routing, software companies, and various other business and service providers who specialize in the fleet business.
28	Service force.	Geotab's network of Authorized Resellers (known as partners) provides sales and service across North America. Staffing decisions are made by individual partners.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Partners will take primary responsibility for the commercial relationship. Accordingly, the partners will take orders from the participating entity and pass them to Geotab who will ship orders either to the Reseller or directly to the participating entity, as requested. As a condition of accessing special Sourcwell-member pricing, Geotab partners will be required to report quarterly Sourcwell sales to Geotab who in turn will aggregate the sales figures and report to Sourcwell. Geotab is able to provide this reporting using the Contract Template or a similar reporting template.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>During the onboarding process, Geotab's partners assign an Implementation Specialist as well as a dedicated Project Manager that will be providing the onboarding support. The Implementation Specialist will create a unique and customized training plan based on your business goals. They will assist in ensuring that it is equipped with the reporting and proper data that they need to meet their goals. This also includes ensuring proper maintenance reminders are configured.</p> <p>In addition, in terms of self-service and on-boarding resources, the Geotab Community (https://community.geotab.com/s/?language=en_US) is a digital powerhouse for product education. It harnesses the knowledge of the entire Geotab ecosystem and our knowledge base to sustainably scale our support efforts. The platform allows members to solve their own or each other's challenges, while providing us invaluable customer access and turning users into Geotab advocates.</p> <p>For any remaining questions or troubleshooting steps, Geotab Technical Support is available. For up-to-date information on how Geotab support operates, refer to Comprehensive Guide to Support at Geotab 9https://docs.google.com/document/d/1ZHilSdQW6Vb04M6Nhwh4PzR-1chvvUnemoldKPCeOc/edit?tab=t.0#heading=h.qyuyetvrbtm.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Geotab has been providing services to Sourcwell and its participating entities since 2017. We have a large network of partners that provide our products and services to many participating entities across the United States and both Geotab and our partners have a proven success record of the Sourcwell program. With this recompeting bid, Geotab not only plans on providing services to our current Sourcwell customers/ participating entities but also continuing to increase our overall footprint in the US over the lifetime of this new contract. Geotab as a company is very able and willing to continue to provide our products and services to Sourcwell participating entities in the US, not only through hardware and our software but also to meet any of their specific business and operational needs through the multitude of integration capabilities we can provide, that would provide them with increased benefits in their organizations.

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Geotab has been providing services to Sourcewell and its participating entities since 2017. We have a large network of partners that provide our products and services to many participating entities across Canada and both Geotab and our partners have a proven success record of the Sourcewell program. With this recompeting bid, Geotab not only plans on providing services to our current Sourcewell customers/ participating entities but also continuing to increase our overall footprint in Canada over the lifetime of this new contract. Geotab as a company is very able and willing to continue to provide our products and services to Sourcewell participating entities in Canada, not only through hardware and our software but also to meet any of their specific business and operational needs through the multitude of integration capabilities we can provide, that would provide them with increased benefits in their organizations.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Our Authorized Geotab partners have national coverage in the US and Canada and are ready to service all Sourcewell Member sectors/ participating entities across both regions.	*
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.	Geotab is able and willing to service all participating entity sectors (government agencies, education, not-for-profit, and all others). Geotab currently services all of the above and will both continue to provide our products and services to these entities, as well as any and all new entities that purchase from the Sourcewell contract over the next contract term. Geotab has no other cooperative purchasing contracts at this time and is not limited in our ability to promote any contracts.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Promoting this contract opportunity involves engaging our target audiences: Authorized Geotab partners, Sourcewell Members, and potential members. In order to do so, Geotab will continue to:</p> <p>Promote Sourcewell through our government webpages including Sourcewell contract logo and all relevant content, contacts and materials to understand the details of Geotab's Sourcewell offering.</p> <p>Continually update brochure and/or information sheets for State and Local fleets, featuring products that address their needs, provides a general overview of the benefits of becoming a Sourcewell vendor, and Geotab's fleet management solution for business.</p> <p>Participate in relevant government-focused tradeshows such as the Government Fleet Expo & Conference, to promote our contract with Sourcewell with current and potential members, and conduct meetings with interested parties. Geotab is ready and willing to participate in Sourcewell-endorsed tradeshows.</p> <p>Build sales support materials and other marketing resources for Geotab partners such as: brochures, sales presentations, social media templates, blog guidelines, technical specifications, etc. and make them readily available on the Geotab Reseller website. Please find attached Marketing Plan - RFP 102924 document to view a sample brochure for the Geotab Sourcewell Program provided as part of this RFP response.</p> <p>The Geotab Reseller website (sales.geotab.com) is also a training ground for partners, offering webinars, How-To videos, sales and product training, and will include Sourcewell specific training and resources to understand the value of the Sourcewell contract, following Sourcewell's guidance. Geotab will continue to run Sourcewell focused webinars for its partners, which will be archived on the Reseller website.</p> <p>Continue to leverage government-focused media and share Sourcewell related news. Share these contacts with partners to widen Geotab's network of Sourcewell members.</p> <p>Advertise with approved Sourcewell publications to showcase Geotab's Sourcewell contract, and the value of Geotab and becoming a member of the Sourcewell.</p> <p>Email marketing campaigns through Geotab and Sourcewell approved media publications to reach Sourcewell members, and potential members. Conduct A/B testing to understand open rates and regularly communicate updates with key contacts.</p> <p>Conduct a campaign to educate partners on the Sourcewell with links to guides on how they can get involved. Communications would be distributed via emails, blog posts, and social media posts. Participation will be encouraged through regular follow-up emails and mentions at various touch points.</p>

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Cultivating audience engagement through social media channels is an essential piece of our marketing strategy. Geotab has a base of over 80,000 engaged followers on social media and email newsletter subscribers. We use digital marketing to regularly publish, share and promote Geotab news about software and firmware updates, product launches and new Marketplace Partners, tradeshow involvement, and industry trends, in addition to informative and educational content, and original thought leadership.</p> <p>Significant efforts and resources are focused on SEO activities to enhance our online presence. The Geotab blog (www.geotab.com/blog) is one of the ways we attract new leads, cultivate our relationship with existing customers and increase our visibility and brand authority. The impact of blog posts are strengthened by use of strategic keywords in on-page optimization (title tag, meta description, image file name, alt text, paragraph text and body content).</p> <p>We leverage analysis tools to measure campaign effectiveness through metrics such as search engine rankings, social engagement, views, shares, and link generation. Additionally, we track blog subscribers, website visitors, and leads generated through our blog posts, white papers, case studies, tradeshow participation, and marketing efforts with trade media.</p> <p>Geotab also invests in a wide-ranging, targeted online advertising. Adding custom UTMs,, we track visits to our websites, and follow their funnel to understand if PR and marketing efforts have increased Geotab's profile, or generated sales leads for our business. We track A/B testing to ensure our message is heard by our targets. Once a campaign has been running for some time, we reevaluate and potentially change strategy, or add more dollars to better target our audience, further generate shares and ensure we're receiving click-throughs to our content.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Geotab is ready to support the Sourcewell-awarded contract to the best of our abilities and comply with all the requirements.</p> <p>In our view, Sourcewell's role in promoting contracts arising out of this RFP is to share the news with your network of Sourcewell members. This could include: email campaigns to Sourcewell members announcing the wins, including the fleet's reasons for selecting Geotab; Geotab logo featured on the homepage of the Sourcewell website; press release announcing awarded contracts; customer features in Sourcewell newsletters; and opportunity to collaborate and showcase with Sourcewell at tradeshows.</p> <p>As mentioned above, our channel managers will have Sourcewell-specific training one-on-one with each of their partners that focus on state and local government sectors. They will also do account/business planning to layout a go-to market plan with each Reseller in the space to maximize sales. Those plans will be incorporated into a monthly account planning session with each Reseller principle or sales leader. We will also include Sourcewell opportunities in our CRM software, regularly monitoring funnel growth and opportunity closure by Reseller. Those results will be made public within our organization to make sure this program remains top of mind.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes. MyAdmin is the primary Reseller management tool for Geotab. Access is restricted to Authorized Geotab partners. All ordering, billing, support, shipping, account and device administration, as well as RMA's are processed in MyAdmin.</p> <p>MyAdmin is divided into nine key areas for the management of accounts: Home is the communication center for the latest notices and alerts. Store is where partners enter new orders. Orders organizes new orders, order history, device assignments, etc. Devices is used to organize devices by customer, change rate plans, etc. Support is used to open and update tickets, view forum posts, and look up VIN numbers. Resources is the home of all documentation and training material. RMAs are used for RMA requests and their history. Marketplace is used for administration on paid marketplace solutions. Admin is used to grant and revoke access to the users of the MyAdmin system. An API to MyAdmin is also available to automate orders, billing and other functionality from an Intranet or special Sourcewell website.</p>	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Full product training, including any on-site training needs and support can be provided to Sourcewell members by Authorized Geotab partners. Optional additional training on products and solutions is offered online on our training reference page, along with scheduled weekly training sessions on products and solutions. Any applicable costs will be determined by the Sourcewell-approved Reseller.	*

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>As fleet management continues to evolve, the biggest technological advances that our proposed solution offers is powerful data analytics and IoT data Insights.</p> <p>Sourcewell participating agencies can empower their organizations with rich data analysis from hundreds of thousands of vehicles across the globe.</p> <p>Geotab provides the following data suite to its customers so they can leverage the data they need to gain insights into their business.</p> <p>Geotab Ignition: Geotab Ignition is a public intelligence data visualization tool consisting of aggregated and anonymized datasets available free of cost. Geotab Ignition aims to help advance customer knowledge and research surrounding smart cities, autonomous vehicles, and intelligent transportation by providing seamless exploration of anonymous aggregate data driven from over 2.2 million connected commercial vehicles. You can take advantage of this easy-to-use platform by registering for a free account at ignition.geotab.com. Once registered and logged into the platform, you can create queries to access and visualize the available data, explore it, and even embed it on your own platforms.</p> <p>Data Science Package: Geotab's Data Science Package provides Geotab's larger customers with a turnkey platform that allows them to take action on their own massive volumes of data and leverage the powerful datasets available in data.geotab.com.</p> <p>With the Data Science Package, customers have access to both their own data, and the aggregate data in a ready-made data lake. Every day, Geotab pushes raw, curated, and aggregate data into their customers' very own Google BigQuery instance. This gives customers the ability to query all of their telematics data in seconds, and pull in data from other line-of-business systems directly into their own data lake, and analyze the data for useful insights. Whether it is sales transactions, open data, store locations, routing data, or more, this ecosystem gives customers the tools they need to be successful:</p> <p>Query across thousands of vehicles and years of data in seconds Easily connect lines of business applications and industry-leading BI tools Sample queries and python notebooks in GitHub to get started Updated via daily batch into personalized BigQuery projects</p> <p>Geotab's Data and Analytics team consists of over 150 professionals working with billions of daily data points coming from over 4 million devices. The team consists of data scientists, data engineers, stewards, product managers, and more, focused on ensuring data quality and overall robustness of MyGeotab enhancements that are produced.</p>
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<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>Geotab takes a comprehensive approach to environmental responsibility. We invest our efforts into preserving the earth’s natural resources through constant innovation and the efficient use of materials in our daily productions. Our advanced telematics technology and solutions make it possible for businesses to minimize their environmental footprint, by helping them reduce fuel consumption, lower CO2 emissions, optimize routing, reduce idling and aggressive driving, and maintain optimal vehicle engine performance. Please view Geotab’s Environmental Code of Conduct (https://www.geotab.com/environmental-code-conduct/) to read about internal sustainability initiatives and Geotab’s Commitment to sustainable fleet management.</p> <p>Some of our green initiatives we are a part of: Electric vehicle advocate: Geotab’s offices are equipped with EV charging stations to promote the use of eco-friendly vehicles. Furthermore, Geotab has rolled out an EV Incentive Program to subsidize the cost of EVs for our employees.</p> <p>Recycling program: Geotab is committed to producing as little waste as possible. This means using recyclable/compostable promotional products, recycling all the electronic components used in our daily production, and reusing any packing materials delivered to our offices.</p> <p>Geotab also gives new life to GO devices when they are no longer needed, keeping waste out of landfills. Geotab sends old GO device shells to Valu Shred, an industry leader in electronic recycling and media shredding. The device shells are shredded and the usable materials are turned into new items such as road signs. Materials that cannot be reused are disposed of in a responsible manner. Geotab does not use any mercury or lead in our hardware, making disposal less harmful to the environment.</p> <p>Geotab is actively working on improving our green initiative as a continuous task, for instance by increasing the amount of recyclable materials in our product packaging and shipping cartons. Further information on Geotab’s concerns around sustainability can be found on Geotab’s Corporate Social Responsibility (https://www.geotab.com/about/corporate-social-responsibility/) page. Geotab Climate Change Position (https://storage.googleapis.com/geotab_wfm_production_cms_storage/CMS-GeneralFiles-production/NA/brochures/Geotab_brochure_Climate_Change_726110245_final_072821.pdf) Sustainability Report 2023 (https://www.geotab.com/CMS-GeneralFiles-production/NA/About/Geotab_2023-Sustainability-and-Impact-Report-web-EN-NA-Final.pdf%20[PUBLIC]%20(1)-compressed.pdf) Geotab is committed to a decarbonized and thriving future. Please visit Geotab’s Corporate Sustainability page (https://www.geotab.com/about/corporate-sustainability/) for more information.</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>Geotab does not have such ratings in place today however, we are actively working on our Sustainability Value Framework where we are looking at incorporating third-party environmental assessments.</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>Geotab GO device data security: Geotab implements suitable measures to prevent any data from being read, copied, altered or deleted by unauthorized parties during the transmission or transport of any data to and from the Geotab GO device. If a third-party device is attached to the GO device, it is possible that sensitive data may be sent to Geotab’s servers For more information please visit: Technical and Organizational Data Security Measures Statement (TOMS) (https://docs.google.com/document/d/1b8F7XB86Z0h8xyD4GF3wH3vzwtDzMHKb-SmhYkz8IGs/edit#).</p> <p>Geotab Public Works: The Geotab Public Works solution is designed to help government fleets optimize performance and manage vehicles such as salt spreaders, snowplows, street sweepers, and waste management vehicles. It helps ensure all infrastructure is serviced adequately while controlling costs, tracking material usage and more. The solution is built to support key government business drivers including material management, compliance, accountability, and liability. With Geotab Public Works, participating entities will be able to not only automate time-consuming workflows but also optimize performance and manage operating costs.</p> <p>Geotab provides public works departments with improved fleet management capabilities, fleets can utilize the solution to more accurately measure material usage, such as salt, allowing government fleet managers to feel more confident that community roads are not over- or underserved. With Geotab Public Works, government fleets will have tools to better control costs while reducing the impact that excessive material usage can have on the environment. Plowing and salting roads and highways is a critical service delivered by local governments and municipalities. Optimizing your winter maintenance operations maximizes</p>

mobility of the traveling public while minimizing collisions due to winter traveling conditions. With real-time reporting on salt usage and winter maintenance activity, roads can be plowed and de-iced as soon as possible. For more information, please view Geotab's Public Works (<https://www.geotab.com/public-works/>) solution.

Predictive maintenance:

Predictive maintenance

(<https://www.geotab.com/fleet-management-solutions/fleet-maintenance/>) is a tool that uses vehicle data to determine when that vehicle will next need repairs. Fleets can save time and money by preemptively addressing the maintenance concerns, as well as save on the costs of unexpected downtime. An example is electrical system ratings for fleets to assess battery health. This machine learning system can predict battery failure before it happens by recognizing signs in the vehicle's voltage patterns, which allows fleet managers to make proactive decisions about their fleet.

Introducing the Geotab OEM Data Platform:

Geotab has numerous partnerships with OEMs (<https://www.geotab.com/connected-vehicles/oem-partners/>) that enable us to integrate vehicle data and stay on the cutting edge of telematics. Geotab has integrations with Ford, GM, Volvo, Mack, Mercedes-Benz Connectivity Services, John Deere, International Trucks, SA vehicles, Caterpillar, Vermeer, and many other partnerships and projects in progress. Geotab values the relationships that have been built with our OEM partners, and invests resources to establish ourselves as a strategic business partner as the connected vehicle market grows and evolves.

Participating entities will be able to leverage and benefit from our existing OEM integrations, and experience - firsthand - why Geotab has been able to cultivate such strong partnerships with premiere OEMs.

Geotab has always believed in an open platform approach to enable customers get more value out of our products. In continuation of the same objective, we have developed the OEM Data Platform. This solution leverages the emerging trend of OEMs adding an embedded telematics device into vehicles.

Geotab's OEM platform provides the capability to integrate telematics data from the manufacturer and make it available on MyGeotab.

The Geotab OEM Data Platform (<https://www.geotab.com/partners/platform-partners/>) leverages the building blocks available to all our integration partners. The functionality is available for partners to send telematics data from their devices via Geotab APIs defined in the SDK.

The OEM platform goes a step further by developing the integration capability internally. This not only standardizes the user experience but relieves the partner from spending effort to build and maintain the integration software. The platform is hosted by Geotab within a secured, highly available production environment which undergoes regular maintenance release cycles. This ensures that a high quality and reliable service is available to our users, so they can focus on what matters most to them — managing safe, productive and efficient fleet operations.

Benefits of using an OEM Data Platform:

Cost advantage — No device hardware or installation costs

Ease of use — Use the same MyGeotab portal and UI for tracking. Use the existing database to view devices from several pre-integrated OEMs alongside GO devices

Faster time to market — No delays related to device shipment or installation

Access to additional data — OEM and sensor data is sent directly by the embedded OEM device such as tire pressure

Electric vehicles:

Fleet adoption of electric vehicles (EVs) is on the rise globally. With government targets to cut carbon emissions, the continued push to reduce fleet costs, and the increasing choice and affordability of EVs, we believe that this trend will only continue. In response, Geotab acquired FleetCarma in 2018, a proven leader in the EV industry with more than a decade of experience collecting and analyzing EV data. Geotab now provides solutions powered by the world's largest EV performance dataset to aid fleets in the adoption and operation of EVs.

Although electric fleet management and traditional fleet management have many similarities, there are a number of distinct differences. Unlike conventional vehicles, EVs do not follow mandatory telematics data standards, making data access a challenge. Working directly with manufacturers, Geotab has developed unique capabilities to access critical EV data and now supports the largest set of EV makes and models.

Geotab provides a platform to monitor and optimize a fleet's EVs and conventional vehicles together. The platform contains critical EV reporting capabilities, such as measuring energy efficiency to enhance the range of an EV, and monitoring real-time charging activity to increase a fleet's productivity. Please visit MyGeotab EV Support (<https://www.geotab.com/fleet-management-solutions/electric-vehicles/>) for more information on EV fleet management.

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Geotab's EV Charge Assurance:

As more and more entities move to an all-electric vehicle fleet, it is important to build efficiencies within this growing product.

Effective charging can boost fleet productivity and prevent costly charging delays. Geotab's free EV Charge Assurance Add-In (<https://marketplace.geotab.com/solutions/ev-charge-assurance/>) provides a comprehensive overview of the charging status of a fleet's electric vehicles (EVs). Using this comprehensive dashboard, fleet managers can easily monitor the charging status of specific vehicle groups in their charging zones and pre-plan which EVs to utilize and dispatch. Fleet managers can also set up custom notifications and display warnings for any EV that encounters charging issues. Thus, allowing fleet managers to take preventative steps for quick corrective action. All in all, Geotab's EV Charge Assurance Add-In, is a great tool for fleets that are looking to confidently dispatch EV's and prevent costly charging delays.

Electric Vehicle Suitability Assessment (EVSA):

Specifically designed to help enable fleets transition to electric efficiently, Geotab introduced the EVSA, a free tool in the Geotab Marketplace (<https://marketplace.geotab.com/solutions/ev-suitability-assessment/>). The EVSA helps fleet managers determine electric vehicle suitability by analyzing their existing telematics data and creating an electrification recommendation based on each vehicle's distinctive driving patterns.

Geotab's EVSA solution identifies which electric vehicles meet range requirements, make the most financial sense and will ultimately help make electrification as seamless as possible for fleets. Based on telematics data, fleets are provided with a report which provides lifetime cost and financial analysis, range assurance with best fit analysis, and an environmental impact analysis that calculates fuel and CO2 emissions reductions.

Please visit EV Suitability Assessment (EVSA) (<https://www.geotab.com/fleet-management-solutions/evsa/>) for more information on accessing the free assessment.

Car share: Keyless:

Geotab Keyless is a technology platform that is revolutionizing remote vehicle management in numerous markets such as government and commercial motor pools, corporate car sharing, consumer car sharing, and traditional car rental services. Geotab Keyless leverages the IOX-KEYLESS, a hardware expansion device which enables vehicle command/control functionality for the GO device.

As the trend for car sharing schemes continues to grow, Geotab's IOX-Keyless solution makes accessing mobility easier by providing cyber-secured digitized keyfobs that can unlock, lock, and locate cars via smartphone apps on iOS and Android. The device uses a Bluetooth connection and pre-authorized NFC tags/stickers to pair the user's phone with the vehicle's GO device. The pre-authorized NFC tags allow customers to perform the given functions in locations where there is weak Bluetooth connection, for example, in underground parking garages.

By leveraging the best-in-class telematics technology customers are able to use IOX-Keyless to:

- Control costs with regards to productivity, maintenance, and fuel consumption

- Reduce overhead costs related to replacing lost keys and staff to manage keys

- Maximize utilization by identifying which vehicles are being underutilized

- Accurately locate vehicles using a built in curve logging algorithm

- (<https://www.geotab.com/blog/gps-logging-curve-algorithm/>)

- Allowing quick and easy access to vehicles regardless of staff availability

- Manage vehicles remotely by unlocking vehicles for drivers who are locked out after-hours or locking vehicles after use

IOX-Keyless is a scalable, yet secure, solution that is compatible with all makes and models of vehicles that have an existing keyfob and GO9 device. The solution allows multiple users to have access to the vehicle at the same time. However, in order to reduce loss from theft, only authorized users can lock/unlock the vehicle during their scheduled time period and vehicles cannot be started from a remote location. Additionally, each IOX is unique and can only be used by the vehicle with which the key is paired.

Available exclusively on the ProPlus + Keyless rate plan, the Geotab Keyless solution is ideal for fleets in public carshare, motorpool, rental and leasing, job site, shift management, vehicle dealerships and more.

Data Science Package:

Geotab's Data Science Package

(<https://data.geotab.com/data-science>) provides Geotab's larger customers with a turnkey platform that allows them to take action on their own massive volumes of data and leverage the powerful datasets available in data.geotab.com.

With the Data Science Package, customers have access to both their own data, and the aggregate data in a ready-made data lake. Every day, Geotab pushes raw, curated, and aggregate data into their customers' very own Google BigQuery instance. This gives

		<p>customers the ability to query all of their telematics data in seconds, and pull in data from other line-of-business systems directly into their own data lake, and analyse the data for useful insights. Whether it is sales transactions, open data, store locations, routing data, or more, this ecosystem gives customers the tools they need to be successful.</p> <p>Query across thousands of vehicles and years of data in seconds Easily connect lines of business applications and industry-leading BI tools Sample queries and python notebooks in GitHub to get started Updated via daily batch into personalized BigQuery projects</p> <p>Cameras: The Geotab Marketplace is an expandable ecosystem of solutions and offers a great variety of choices for camera and Advanced driver assurance systems (ADAS) solutions (https://marketplace.geotab.com/all-solutions/?partnerSolutionCategories=cameras-adas) with comparison abilities between different product offerings. Participating entities can choose from different camera solutions that are all integrated with MyGeotab, enabling them to manage all their fleet data in one place.</p> <p>Altitude solution: TheGeotab Altitude transportation analytics platform delivers contextual aggregate telemetry insights from more than 4.5M+ connected commercial vehicles that are equipped with GO devices today. The platform provides DOTs and local municipalities with visibility into true origins & destinations, popular routes, stop analytics, congestion levels, safety insights and more.</p>	
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	<p>Geotab has strategically defined what steps are taken to ensure on-going confidentiality, integrity, availability, and resilience of systems and services processing personal data. As a data processor, Geotab implements and maintains technical and organizational measures designed to keep customer data secure and private. Individual customer data is processed according to the customer's instructions and chosen settings that enable the proper functioning of the solution and its ongoing improvement. Geotab has carefully controlled and audited access to personal data in a customers' database in the event that the customer needs support on their data for safety or troubleshooting. Geotab ensures that adequate steps are taken to guard against unauthorized access to customers' data. Geotab models our information security and privacy policies after industry best practices including ISO-27001 and NIST 800-53 SP.</p>	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	<p>While Geotab currently doesn't offer a full V2G solution, there is active development for this offering. Our current EV charging management tools optimize charging schedules and minimize energy costs, laying the groundwork for future V2G integration. Our GO device has the capability to capture key data points regarding V2G. Combining this data with Geotab's open platform a custom reporting outlook is currently available to be developed from this data.</p>	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	<p>Geotab's Collision Reconstruction Add-In is an all-in-one solution for viewing, analyzing, and interpreting collision data from Geotab tracking devices. The Collision Reconstruction Add-In finds and analyzes known collisions for a given time period and displays all relevant information in a single, easy to read document.</p> <p>This tool is helpful for fleet managers and administrators who wish to view the position and the point of impact of any collision in their fleet. It provides customized links to view the speed profile, RPM, and accelerometer data before, during, and after a collision.</p> <p>Features of the Collision Reconstruction Add-In include: Add-In allows for reconstruction based on an extended time period. Add-In provides an all-in-one view of a collision without having to sort through and analyze separate sections of MyGeotab. Point of impact is calculated based on the acceleration values received. Simple customized links to go straight into the speed profile, RPM graph, and accelerometer graph without need for further analysis or configuration. Benefits of the Collision Reconstruction Add-In include: Fast and easy to use solution for analyzing collision data Optimizes and simplifies complex accelerometer data Provides critical data to improve logistics and decision-making Point of impact can provide a better understanding of the overall accident as it occurred Increases overall fleet safety by reducing potential recurring behavior in drivers Reduces potential accidents.</p>	*

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 checked="" type="radio"/> Yes <input type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
51		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Geotab's payment terms are net 30.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Geotab does not offer leasing or financing rates. Geotab has listened to our clients and plans to launch a new Sourcewell fully-bundled product offering that includes a GO device, light or heavy-duty harness, Pro-Plus rate plan, and installation, all in one monthly price. This OPEX-only model allows government agencies to quickly and efficiently adopt telematics without capital expenditure. Please note: Billing starts at the earlier of 30 days from shipment or upon install. \$100 Early Termination Fee if terminated within 12 months.	*
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.	Please refer to the attached Transactional document which includes Geotab's End User Agreement, Warranty Statement, MyGeotab Standard Service Level Policy, ITS Order Form and ITS Data Access Terms.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	While Geotab does not accept these procurement and payment processes, some Authorized Geotab partners may offer this service.	*

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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see all pricing with Sourcewell discounts in the Pricing Document- RFP 102924 provided as part of this RFP response.	*
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.	Please see all pricing with Sourcewell discounts in the Pricing Document- RFP 102924 provided as part of this RFP response.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Geotab has submitted extremely competitive pricing that accounts for the large majority of the Sourcewell member pool. However, our partners may choose to offer further discounts on their price for large or strategically important opportunities.	*
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.	The Geotab Marketplace, a complement to the MyGeotab platform, provides customers with an extensive ecosystem of valuable business-focused solutions. Featuring smart, cost-effective mobile apps, software Add-Ins and hardware Add-Ons fleets can further extend their Geotab solution to increase productivity and safety, boost their fleet optimization and stay compliant with evolving fleet management and driver safety standards. There are a number of free solutions available on the Geotab Marketplace. Pricing for paid solutions can be requested from our partners.	*
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.	All pricing is inclusive except for freight.	*
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.	Geotab's shipping pricing model is consistent with our bundle pricing for Sourcewell. We have made it easy for our prospective clients. Geotab will charge a rate of only \$15.30US or \$20.93CDN per shipment. For example, the price is consistent regardless of if a client orders 100 devices or 1 device. This is the same for any product we are offering on our Sourcewell contract.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to these locations within the US and Canada, including outlying territories, are included in Geotab's standard shipping rates and services. Delivery to remote locations may require additional time. Charges for shipping outside the US and Canada will be determined at the time of ordering.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.	*
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.	Geotab will institute a parent/child structure with our customers. All products and pricing will be managed at the parent level and will flow down to the child level. In addition, we conduct monthly audits against the parent to ensure products and pricing are compliant. In regards to administrative fees, we will implement a similar process to our GSA Schedule contract where we run monthly reports and document sales made under the children ERPs. We will also add this contract to our internal audit schedule which will be performed by our compliance department.	*
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.	Through a promo code Geotab tracks from sales inception through to completion on a monthly basis.	*
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.	Geotab proposes 2% of sales under the Sourcewell contract as an administrative fee.	*

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.	<p>Geotab highly values our Sourcewell contract and in each solicitation, we have developed a new pricing strategy specific to Sourcewell. Geotab's partnership with Sourcewell is built on a commitment to provide transparent and equitable pricing structures. This relationship ensures that pricing is competitive and consistent across all members, eliminating the variations often seen in state or agency-specific contracts. Additionally, Sourcewell's procurement process is designed to be more streamlined and efficient, reducing administrative overhead and associated costs, which translates into better pricing for Geotab's end users.</p> <p>Furthermore, Geotab prioritizes value-added services and long-term partnerships through Sourcewell, which means members often receive bundled offerings and additional features at no extra cost. These packages can include advanced analytics, extended support, and integration options that might otherwise incur additional expenses if procured separately. Overall, by choosing Geotab through Sourcewell, organizations benefit from the combined advantages of bulk purchasing power, consistent and transparent pricing, and enhanced value-added services, making it a superior option compared to traditional procurement avenues.</p>

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Hardware:</p> <p>Size of the device: Unlike competitor devices, the GO device is small and fits in your hand. It takes up minimal space in the vehicle, and is small enough to be installed discreetly and can even be hidden in the interior of the vehicle dashboard.</p> <p>Easy to install: The GO device can be self-installed in about 15 minutes, on average, and the capability of installation on any vehicle using custom harnesses.</p> <p>Patented curve algorithm: The GO hardware device uses intelligent and patented logging algorithms to identify when to record speed, position, and other engine diagnostics. This is critical to ensuring that all data elements are collected. The device is constantly monitoring various inputs, including rich GPS data, intra-second accelerometer readings, and engine diagnostic inputs/outputs. The device monitors the data and determines the appropriate values to transfer and store. This patented curved based algorithm is applied to all Geotab data and distinguishes the solution</p>

from other vendor solutions on the market, resulting in the industry's most granular and actionable datasets.

Leading-edge technology: Geotab is an engineering-focused organization with a singular product - the GO device. Geotab invests its efforts and skills into making its product and services the best in the market. Geotab focuses its efforts on what we are good at, and engages our robust telematics ecosystem (Geotab Marketplace) to provide additional services, Add-Ons, and third party devices to enhance our customers' telematics solution. With Geotab's open platform, integration with most every third-party product or service is possible, and we are constantly adding partners to our Geotab Marketplace.

Fail rate: The Geotab GO9 device's current fail rate is 0.5%, which is significantly lower than the industry rate of 7 - 10%.

Software:

Active Tracking function: Geotab provides next level GPS vehicle tracking and actionable insights that are particularly useful in applications where the precise location of a vehicle for dispatch purposes is essential. This feature is ideally suited for first responders or any dispatcher wishing to closely monitor vehicle activity. Active Tracking (<https://www.geotab.com/blog/active-tracking-first-responders/>) is like viewing the vehicle from a traffic helicopter - able to watch live as the vehicle slows down for traffic, accelerates, stops at the side of the road, or speeds down a winding road.

Customized reports: In addition to the 40+ standard reports available in MyGeotab, users also have the ability to easily create customized reports that can be saved and automated for future reporting needs. Reports can be automated to be regularly generated and sent to stakeholders both inside and external to the organization.

Map capabilities: MyGeotab's map capabilities allow users to look at a year's worth of trip history, unlike other telematics providers that typically only hold up to three months worth of data.

Robust rules engine: MyGeotab's rules engine allows for new rules to be added today, but applied to historical data. Geotab's unique rules engine capability can be established to detect fuel fraud, dangerous driver behavior, fleet productivity, and more.

Collision reconstruction information: Geotab's GO9 can hold up to 80,000 logs in offline mode, and its Collision Data Memory records over 100 minutes of second-by-second data (6,000 logs). The last 72 records (1.2 minutes) are instantly sent on accelerometer-triggered collision-level events.

Industry-Leading Security: Protect your data with Geotab's end-to-end platform security.

Security measures include: authentication, encryption, message integrity verification, individualized devices with unique ID, non-static security keys, digitally-signed firmware, and independent third-party validation.

Third Party Integration: MyGeotab is device-agnostic and works with third-party telematics devices. Customers can leverage MyGeotab's advanced notification, reporting and dashboards, without having to overhaul your existing telematics device implementation.

Geotab Marketplace: The Geotab Marketplace (<https://marketplace.geotab.com/>) is a vast ecosystem of both externally and internally built, vetted, and Geotab approved software and hardware solutions. The Geotab Marketplace is the ultimate online solutions center for fleet management. From in-vehicle cameras and Bluetooth asset tracking, to apps for managing maintenance and fuel tracking, you can find a wide range of solutions for your business, all integrated with Geotab's open telematics platform. With the help and guidance of our knowledgeable Marketplace team, you can decide the best products for your business needs. However, not every solution meets a customer's requirements. To make things easier, Geotab implemented interactive search and comparison abilities to provide the information you need to make the right choice. With over 70 Partners and 200 solutions, it is the ultimate online solutions center for fleet management. Geotab's Marketplace integrates the best-in-class partners with Geotab's platform.

The Marketplace offers five different types of solutions:

- MyGeotab Add-Ins
- Hardware Add-Ons
- Mobile Apps
- Integrated Software Solutions
- Custom Reports

Marketplace partners offer solutions related to:

- Asset and trailer tracking
- Cameras & adas
- Connected sensors
- Driver management training
- ELD, DVIR, & IFTA
- Fleet management
- Fuel management
- Maintenance & diagnostics
- Mobile forms
- Routing and dispatching

Open Platform: Geotab's open software development kit allows for integration of

		<p>vehicle and location information into customers' operations or with third-party applications. Geotab's open platform makes it unique in the industry. Geotab data is completely open and easily integrated with other business systems for added value. Leverage APIs and create custom integrations with Geotab's free Software Development Kit (SDK) (https://developers.geotab.com/sdk), and expand the capabilities of the device even further with powerful Add-Ons for Driver Feedback and more.</p> <p>Geotab's Full Product Offering: GO Device. The support document is also available online (https://www.geotab.com/documentation/go9-support-document/)</p> <p>Harnesses (https://support.geotab.com/harnesses)</p> <p>GO RUGGED. The GO RUGGED support document is also available online (https://docs.google.com/document/d/1PhZCamuEmfx2LiUw4ObTLqcwdgyYZUaK-fnp8NywulY/edit?tab=t.0#heading=h.sbcqhdm6797)</p> <p>Ford Embedded Solution (https://www.geotab.com/press-release/ford-integrated-telematics/)</p> <p>GM Embedded Solution (https://www.geotab.com/press-release/integrated-solution-for-general-motors/)</p> <p>Driver Identification (https://www.geotab.com/documentation/iox-nfcreader/) GO Talk (https://www.geotab.com/documentation/iox-gotalk/) Public Works. The brochure is also available online (https://storage.googleapis.com/geotab_wfm_production/cms_storage/CMS-GeneralFiles-production/Government_Smart_City/Public_Works/geotab-public-works-solution-brochure-2020(english)(web)%20[PUB].pdf) Camera Solutions (https://marketplace.geotab.com/solution-categories/cameras-adas/) Geotab Keyless for Car Share vehicles (https://www.geotab.com/press-release/keyless/) Electric Vehicle Support (https://www.geotab.com/fleet-management-solutions/electric-vehicles/) GO Anywhere Asset Tracker (https://support.geotab.com/go-devices/doc/go-anywhere) Solar Powered Asset Tracker (https://marketplace.geotab.com/solutions/solar-trailer-tracker/)</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>Fleet Management, Fleet tracking, Telematics, Electric vehicle support, Public works, GPS tracking, Vehicle maintenance support, Transportation Analytics or Commercial Vehicle Data.</p>

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
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76	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>MyGeotab (https://www.geotab.com/fleet-management-software/) is a web-based software and mobile application that harvests rich vehicle data, and provides full insight into the health and performance of all your vehicles. MyGeotab is a fleet management software that allows fleet operators and drivers to have powerful visibility into their vehicles, including service interval alerts, automated odometer mileage for business vs. privacy reports, and vehicle fault diagnostics to immediately alert when something breaks in the vehicles. MyGeotab takes the complexity out of collecting data and transforms it into useful information that businesses can act on. By reviewing and analyzing the captured data through Geotab's user-friendly dashboards, companies can avoid costly vehicle downtime, improve employee safety and productivity, and increase revenue.</p> <p>MyGeotab offers the following key software features: Advanced Reporting, Alerts, Driver behavior management, Maintenance reminders, Robust engine data reporting, GPS vehicle tracking, Zone Coverage, Route optimization, Engine health and maintenance, Group hierarchy, Custom mapping, Geofencing, Telemetry feedback, Scalability, and Track of speed readings.</p>
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Geotab's GO9 device is a plug and play solution that can be moved from vehicle to vehicle. Once a device is no longer needed, it can simply be plugged into another vehicle without any hard wiring. The device will continue to function as expected. Geotab's easy to install device simply connects directly into the vehicle diagnostic port. This connection gathers the required engine data from the vehicle without the need for additional connectivity, and the Geotab Drive application for phones and tablets allows users to view vehicle data. If a Bluetooth connection is required, it is possible via an IOX-USB hardware cable. The support document is also available online (https://www.geotab.com/documentation/go9-support-document/).</p> <p>The GO RUGGED is Geotab's ruggedized telematics device for harsh conditions or external installation. Track valuable assets, increase uptime, and reduce fuel and maintenance costs. Advanced GPS technology, g-force monitoring, and engine and battery health assessment. IP67 rated for protection against dust and water. The support document is also available online (https://docs.google.com/document/d/1YJyNMFeBpD4Ept1PGY7QBqAVE-E7VysrD3DTjUHlo/edit#).</p>

78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	MyGeotab is a web-based, fleet management software (https://www.geotab.com/fleet-management-software/) that displays all vehicle and driver information together in one place. Fleets can use it to make quicker, informed decisions for their business or organization. For further details please refer to the next sections and the Product Guide [Product Guide (English)] available online. (https://docs.google.com/document/d/1jgCGpZOO-d_fXkPnibI6Fh12VKVb8u9f9JsexRVIQk/edit?tab=t.0#heading=h.z27x8yefc1ly)
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	The MyGeotab solution is a global leader in telematics, providing open platform fleet management solutions to businesses of all sizes. The MyGeotab solution is unique in the industry for its rich, high quality actionable data sets, helping commercial businesses and Government agencies of all sizes manage safer and more efficient fleets. On the device side, Geotab has intellectual property to optimize data transfer rates over the cellular network. As opposed to collecting data on a scheduled basis better known as “ping rates”, the Geotab GO telematics device uses intelligent and patented logging algorithms to identify when to record speed, position, and other engine diagnostics. This is critical to ensuring that all data elements are collected in a manner that allows for downstream analytics. The device is constantly monitoring various inputs, including: second-by-second GPS data, intra-second accelerometer readings, proprietary engine diagnostic, and auxiliary inputs/outputs. The device monitors the data and determines the appropriate values to transfer and store. This patented curved-based algorithm is applied to all Geotab data and distinguishes the solution from every other vendor solution on the market, resulting in the industry’s most granular and actionable datasets.

80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>See 79 above for fleet monitoring.</p> <p>Asset tracking: Geotab offers GO Anywhere (https://support.geotab.com/go-devices/doc/go-anywhere) is the first generation of Geotab-built asset tracker devices. It allows you to maintain visibility of your assets in any environmental condition using the MyGeotab application.</p> <p>GO Anywhere is a low-cost, high efficiency device with a long battery life, designed with a rugged enclosure for installation on most assets. It leverages Geotab's functionality, management, and security for basic asset tracking functionality and fast GPS acquisition time.</p> <p>Geotab also offers an asset tracking solution via a third party partner FLEX (https://marketplace.geotab.com/solutions/solar-trailer-tracker). With its rugged construction, long battery life, and highly efficient solar cell, this tracker is designed to endure the real world abuse most large trailers experience. Fleets can use the collected data to stay on top of maintenance and avoid unexpected malfunctions; pinpoint exactly how trailers are being used to maximize their productivity, and provide customers with updates on the status of their goods.</p>
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>MyGeotab refers to "geo-fences" as zones. A zone is a virtual perimeter or boundary around a real-world area of interest.</p> <p>You can use zones to denote locations and landmarks such as offices, customers, workplaces, airports, gas stations, entire states, people's homes, etc. When combined with rules and reporting, zones become a critical component for analyzing the behavior of your fleet. The resulting exceptions which are generated from zone-based rules provide deep insight into time spent and distance traveled in and out of any MyGeotab zone. Alerts can be configured to send automatically once an exception has been broken.</p>

82	Motor pool and fleet sharing solutions services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Geotab Keyless (https://www.geotab.com/keyless/) is a solution offering secured vehicle access for pooled and shared fleets, even when vehicles are parked out of cellular coverage. Geotab Keyless is built on top of Geotab's scalable and flexible telematics platform and provides the tools you need to optimize fleet performance at every level.</p> <p>Fully digitized keys that lock and unlock vehicles over the IOX-Keyless' Bluetooth connection or the cellular connection of GO devices Compatible with all vehicle types that have a keyfob Secured access to vehicles even when parked out of cellular coverage areas using the driver's cell phone or an NFC tag Prevent unauthorized vehicle ignition events via starter inhibit functionality</p>	*
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Geotab Marketplace is an expandable ecosystem of solutions and offers a great variety of choices for camera and Advanced driver-assistance systems (ADAS) solutions (https://marketplace.geotab.com/all-solutions/?partnerSolutionCategories=cameras-adas) with comparison abilities between different product offerings. Participating entities can choose from different camera solutions that are all integrated with MyGeotab, enabling them to manage all their fleet data in one place.</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	<p>Geotab helps fleets reduce fuel consumption and emissions by identifying and minimizing aggressive driving and unnecessary idling through reports, alerts, and driver training. It also supports the transition to electric vehicles with an EV Suitability Assessment that analyzes real-world driving data. Route optimization tools help reduce mileage and fuel waste, while proactive maintenance features, including DTC tracking and automated reminders, ensure vehicles run efficiently. By combining these strategies, Geotab promotes a comprehensive approach to improving fleet sustainability and reducing costs.</p>	*

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

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcwell 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 Sourcwell 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](#) - Pricing Document- RFP 102924.xlsx - Tuesday October 29, 2024 14:22:55
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Marketing Plan - RFP 102924.pdf - Monday October 28, 2024 16:39:25
 - [WMBE/MBE/SBE or Related Certificates](#) - Certifications.pdf - Sunday October 27, 2024 13:14:51
 - [Standard Transaction Document Samples](#) - Transactional.pdf - Sunday October 27, 2024 13:15:14
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Geotab Letter of Interest Executive Summary.pdf - Sunday October 27, 2024 13:18:45

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. - Neil Cawse, CEO, Geotab 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
Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	<input checked="" type="checkbox"/>	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	<input checked="" type="checkbox"/>	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	<input checked="" type="checkbox"/>	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	<input checked="" type="checkbox"/>	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	<input checked="" type="checkbox"/>	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	<input checked="" type="checkbox"/>	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102924_Fleet Management_Technology Tue September 24 2024 08:22 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	<input checked="" type="checkbox"/>	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	<input checked="" type="checkbox"/>	1