

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: Forward Thinking Systems, LLC**

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 Forward Thinking Systems, LLC, 575 Jericho Turnpike, Suite 301, Jericho, NY 11753 (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 Sourcwell 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**

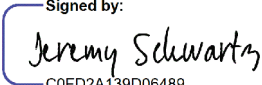
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

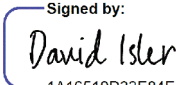
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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

Forward Thinking Systems, LLC

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 5/14/2025 | 12:23 PM CDT

Signed by:  
  
 By: 1A16519D33E84E1...  
 David Isler  
 Title: CEO  
 Date: 5/14/2025 | 11:03 AM CDT

# RFP 102924 - Fleet Management Technologies with Related Software Solutions

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## Vendor Details

Company Name: Forward Thinking Systems

Does your company conduct business under any other name? If yes, please state: No

Address: 575 Jericho Turnpike  
Suite 301  
Jericho, NY 11753

Contact: Gil Peters

Email: gil.peters@ftsgps.com

Phone: 516-717-5804

HST#: 20-2137241

## Submission Details

Created On: Wednesday September 11, 2024 08:50:19

Submitted On: Monday October 28, 2024 10:32:47

Submitted By: Gil Peters

Email: gil.peters@ftsgps.com

Transaction #: d62a3942-0581-4051-b219-5f34cd3e27d2

Submitter's IP Address: 12.184.17.58

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## Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Forward Thinking Systems, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A - FTS does not have any subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7YK87	*
5	Provide your NAICS code applicable to Solutions proposed.	541511	
6	Proposer Physical Address:	575 Jericho Turnpike, Suite 301, Jericho, NY 11753	*
7	Proposer website address (or addresses):	www.ftsgps.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):	David Isler CEO 575 Jericho Turnpike, Suite 301, Jericho NY 11753 david.isler@ftsgps.com (516)629-4918	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gil Peters Director of Government Sales 575 Jericho Turnpike, Suite 301, Jericho, NY 11753 gil.peters@ftsgps.com (516)717-5804	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A - Please utilize the primary contact provided: Gil Peters Director of Government Sales 575 Jericho Turnpike, Suite 301, Jericho, NY 11753 gil.peters@ftsgps.com (516)717-5804	

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Founded in 2005 and headquartered in Jericho, NY, Forward Thinking Systems, LLC (FTS) has established itself as a leader in delivering advanced telematics solutions. Our team is dedicated to creating cutting-edge technology that continuously evolves to provide our customers with modern innovative products that improve public and private logistical operations.</p> <p>Every person here at FTS is committed to excellence. We strive to find new ways to help our customers achieve their business goals to improve safety, increase efficiency, and reduce costs. We are also dedicated to providing world-class services and support to help ensure their success.</p> <p>We believe that managers make the best decisions when they have all the facts, and that real-time information is invaluable in logistics. We believe that modern technology can improve driving habits and help everyone get home safely. We believe that more efficient routes and better use of resources helps both client operations and the environment.</p> <p>We have achieved success by consistently adhering to our core values:</p> <ol style="list-style-type: none"> <li>1) Dedication to Innovation - Our company's roots are in engineering, so we are passionate about creating new technological solutions that are continually improved upon, so customers stay ahead with minimal effort on their part.</li> <li>2) Commitment to Excellence - Whether it is through technological innovations, sales integrity, or operations/support superiority, we focus on providing our customers with innovative solutions that move their fleet operations forward.</li> <li>3) Complete Customer Satisfaction - FTS prides itself on offering the highest level of customer service and satisfaction to our clients, with access to 24/7 technical support. We provide rapid responses that demonstrate our attention to detail with clearly defined escalation paths. We listen closely to our clients and partners and take suggestions on how to enhance our products and services. We are always striving to enhance our operation as we incorporate great ideas collected from our diverse customer base.</li> </ol> <p>We believe our combination of technology and support provides customers with the most comprehensive approach to fleet tracking and management, offering them the best solution options at highly competitive prices available in the telematics space.</p>	*
12	What are your company's expectations in the event of an award?	<p>FTS has enjoyed sustained growth since our inception, and we have ambitious growth goals for the future. Being awarded this contract will help us accelerate our growth by offering a more efficient procurement process to our existing and target clients.</p> <p>With our targeted marketing and sales focus, we have the potential to capture a significant share of the market, with an estimated growth of 15% (CAGR) through 2029.</p> <p>We are diversifying our partnerships and continue to grow within the communities that Sourcewell members already service.</p> <p>FTS is already involved in government trade shows and, with our continued partnership in place, will continue to grow alongside Sourcewell. We expect to see incredible growth in the telematics industry as our research shows that this technology will be one of the fastest growing segments in the fleet technology space.</p> <p>We expect to have regular meetings with Sourcewell as we progress through the process to remain aligned with how the organization serves its members.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>FTS has been in business providing services to companies and government agencies worldwide since 2005. We have had the honor of servicing large public and private organizations and have been vetted by these organizations based on financial viability as well as infrastructure and security. Several of those entities have been provided as references in this RFP.</p> <p>FTS has reported profits in the last three years and fully expects to continue this upward trajectory in 2025.</p> <p>Many of our vendor relationships, and banking relationships span over a decade. Lastly please find attached our latest D&amp;B report and other financial supporting documents that attest to both our financial strength and continuous growth.</p>	*
14	What is your US market share for the Solutions that you are proposing?	Based on available GPS telematics spend data for 2023, FTS holds approximately 5% of the GPS telematics market share. As to video telematics(GPS enabled AI Dashcams), as FTS is one of the pioneers in this field, FTS owns roughly between 10-15% of the video telematics market for clients requiring advanced video telematics, including Artificial Intelligence dashcam systems with in-cab feedback.	*
15	What is your Canadian market share for the Solutions that you are proposing?	FTS has a strong partnership with Bell and a network of licensed resellers in Canada. FTS hopes to grow our Canadian presence via a partnership with Sourcewell.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	FTS has never petitioned for bankruptcy protection.	*

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>FTS is a comprehensive service provider. We employ in-house sales and support teams, as well as a large network of third-party resellers. Those resellers employ their own sales teams and get sales and support assistance from FTS. Resellers work with us in various capacities and can function anywhere from simple referral partnerships to fully integrated sales processes with FTS fulfilling the orders.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>FTS is aware that Sourcewell is comprised of members from several types of agencies. Through our work with government, education, non-profits, and other partnerships, we have learned that few of those entities require certifications or licenses from cloud-based software providers like FTS.</p> <p>FTS is willing to attain any of the proper business licenses or certifications as required by any agency or authority if not already correctly certified. FTS is already licensed to do business at state, county, and city levels based on client requirements, as well as have a SOC2 certification. Furthermore, We are happy to work with the agency to apply for any additional licenses that would be required.</p> <p>Any equipment that requires FCC, PTCRB, or IC certifications have already been certified by FTS. Our data centers and Cloud providers also have ISO 27001:2013 certification, SOC 1, Type 2 and SOC 2, Type 2, and SOC 3 attestations. These certifications and attestations offer customers the highest forms of independent assurance available with respect to internal control, data protection and regulatory compliance.</p> <p>Additionally, FTS is certified in California for the BAR CTP program to continuously monitor smog emissions by collecting data on diagnostic trouble codes and smog-specific sensor information.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>To the best of our knowledge, FTS certifies that we have not been listed by any federal or state authority as debarred or suspended.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>FTS was awarded a Bronze Stevie® Award in the 18th Annual American Business Awards® for its FleetCam AI solution in the Artificial Intelligence/Machine Learning Solution category.</p> <p>According to a judge for the American Business Awards, FleetCam® and its ability to "provide reliable and accurate information regarding the driving environment of trucks is an outstanding advancement in technology regarding safety and protecting company assets."</p> <p>Overall, judges were impressed with the solution's ability to dramatically improve fleet safety with real-time in-cab alerts, help companies immediately assess liability, and help managers coach drivers.</p> <p>FleetCam AI was also shortlisted for the 2020 TU Automotive Awards' Fleet Product of the Year category.</p> <p>While FTS recognizes the importance of awards, rather than focusing our efforts on marketing and lobbying for awards, FTS has refocused efforts on product development, consistently meeting and exceeding client expectations, and focused marketing efforts via direct marketing to government agencies with targeted campaigns, and increased presence at industry events, such as tradeshow, conferences, and informational sessions.</p>	*

21	What percentage of your sales are to the governmental sector in the past three years?	As our business has grown, so has our focus on additional Government Contracts. FTS government contracts equal about 20 percent of our business. FTS is continuing to focus on expanding its reach in the government space. Given our robust product suite and competitive pricing, FTS has been able to have a high success rate in competing for projects awarded via RFP, as well as increasing our focus on our current Sourcewell contract.  With our continued work in the Continuous Testing Program as well as the forthcoming Clean Truck Act in California, as well as a strong team of Government client focused individuals, FTS believes that we can continue this strong relationship and expanding our presence in the public sector.	*
22	What percentage of your sales are to the education sector in the past three years?	FTS has approximately 2 percent of sales to the education sector. Through our partnerships, we are looking to expand this, especially in school districts. FTS is currently working on developing products specifically for the video telematic needs of school bus transportation, including passenger tracking, and parent facing technologies.	*
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?	FTS is currently one of the awarded Sourcewell Vendors, and have sold approximately \$100,000 annually since 2023. With the recent (2024) onboarding of Government outbound sales development representatives, FTS is looking to greatly expand this moving forward with exclusive outbound marketing efforts towards Sourcewell member agencies.	*
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?	FTS has several SOSA that are results of RFPs awarded with "piggyback" clauses. This includes contracts in California, Georgia, North Carolina, Tennessee, Pennsylvania, Ohio, and Virginia. Additionally, through our various partnerships, notably including Cradlepoint and T-mobile, FTS has access to several additional contracts. These contracts specific details are confidential, however as an overall sales number, these contracts are responsible for over \$4 million dollars in sales.	*

### Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Southeastern Pennsylvania Transportation Authority	Don Heim	(215) 964-4580	*
City of Winston Salem, North Carolina	David Neiningner	(336)409-7462	*
San Bernardino County, California	Craig Donovan	(909)677-6224	*
Con Edison of New York	Theologo Maratos	(646)597-2691	
Riverside County, California	Darryl Stephen	(951)955-4659	

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	FTS has a dedicated team of both inside and outside sales representatives, with fifteen direct FTS sales employees. FTS' products are also offered by more than 4,000 representatives across multiple channels, such as T-Mobile, Verizon, Bell Canada, Cradlepoint and a large reseller network.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	In the United States FTS is fortunate to have a strong cellular carrier-based sales team. FTS has a sell with Partnership with T-Mobile.  In Canada, Bell Canada resells FTS products as part of their fleet vertical. FTS utilizes its proprietary Engage 360 platform to support its robust network of carefully vetted dealers and resellers. Using this platform, the resellers place orders, provision devices and ensure that their customers are getting the equipment that is best suited for their fleet and organization operations.	*

28	Service force.	<p>FTS realizes as a Sourcewell partner that service and support are of the utmost importance to its members. FTS prides itself on offering comprehensive on-boarding services, exceptional customer service, and technical support.</p> <p>Onboarding and Professional Services Teams: Our Onboarding and Training team conducts live on-line training and assists with user and account setup in the IntelliHub portal. Our Professional Services team works with members for any of their customization needs. We also provide members with training materials, manuals in electronic format, an online knowledge center, and topic specific training videos.</p> <p>Configuration and Installation Team: Our Configuration Team provisions equipment with the proper configuration for all new orders as well as replacements or add ons. Each unit is tested and must pass quality assurance before it is shipped to the end user. If professional installation is requested, our Installation Team can coordinate with members.</p> <p>Technical Support Team: Our Support team is available 24 hours per day, 7 days per week, 365 days per year by phone or online. FTS is proud of the fact that our average wait times are less than 20-seconds on inbound calls. Our support staff answers questions on customer service as well as advanced technical support requests.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>When a Sourcewell member places an order with FTS directly, they will be in contact with an FTS employee who is specially trained to manage Sourcewell members accounts. FTS will also provide members the capability to add products and services on the Buy Sourcewell platform. FTS also has a robust reseller network that can help provide Sourcewell members with products and services.</p> <p>Once an order is placed</p> <ol style="list-style-type: none"> <li>1) A specially trained FTS team member will be in direct contact to ensure the configuration and product mix is the most appropriate for the client's needs.</li> <li>2) Orders are entered into Engage 360 FTS order entry system.</li> <li>3) Shipping tickets are automatically created.</li> <li>4) Tracking information is recorded upon shipment and shared with the customer.</li> <li>5) Sales data is stored in Engage 360 and will be provided to Sourcewell on a quarterly basis.</li> </ol>	*
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>FTS prides itself on its impeccable customer service, making it as easy as possible for customers and resellers to get the answers they need.</p> <p>FTS customer service/technical support is available 24 hours a day, 7 days a week and 365 days per year. Support can be reached by either email. support@ftsgps.com or phone call (866) 221-1864 x 2</p> <p>FTS is proud of the fact that our average wait time is less than 20 seconds and 90% of tickets are resolved on the initial call. When calls are escalated to engineering or the software development team, those tickets are resolved on average in 1-2 business days. Our SLA documentation will be attached to our response.</p> <p>Our support team handles all installation device verification, including firmware updates that are performed OTA, therefore minimizing impact on client operations. Most support items can be handled remotely.</p> <p>FTS also offers an onboarding team and professional services to help implement the FTS solutions and any special projects.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>FTS can accommodate the needs of Sourcewell members of all sizes. We have adequate inventory as well as personnel to fulfil orders in a timely basis. Our systems are built in a scalable model where adding capacity on short notice is not an issue. We can comfortably add tens of thousands of units per month. Additionally, we have a nationwide install network, as well as a proprietary installer application and included guidance from an install coordinator, should members choose the easy-to-use self-install options.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>FTS can accommodate the needs of Sourcewell members of all sizes, regardless of geolocation (including Canada). We have adequate inventory as well as personnel to fulfil orders in a timely basis. Our systems are built in a scalable model where adding capacity on short notice is not an issue. We can comfortably add tens of thousands of units per month. Additionally, we have a nationwide install network, as well as a proprietary installer application and included guidance from an install coordinator, should members choose the easy-to-use self-install options.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Forward Thinking Systems, LLC will fully serve all geographic areas of the United States and Canada through the proposed agreement.	*
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.	Forward Thinking Systems, LLC will provide any account type of Participating Entities with full access to our solutions if awarded an agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our firm does not have any specific requirements or restrictions that would apply to participating entities in Hawaii, Alaska, or US Territories	*
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>The FTS team is acutely aware of the ever-changing landscape of vehicle and video Telematics. We understand the value of holding a Sourcewell contract and the need to expand the member base. An ideal Sourcewell partner will be able to exhibit its products for the benefit of Sourcewell's members.</p> <p>Upon award of a contract FTS will officially announce the new partnership in the form of a press release and a blog announcement, shared on social media, and in our monthly newsletter. FTS will also advertise this on our government facing web and printed materials, as well as exhibit Sourcewell banners at trade shows and conferences. We would also be interested in creating customer testimonials from agencies that are using FTS products once the award is official. (Please see attached marketing materials)</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Forward Thinking Systems currently uses our websites ftsgps.com and fleetcam.com to advertise and explain our product offerings. With our current Sourcewell contract, we showcase our Sourcewell contract on our websites to add additional government draw to our sites when an agency is looking for a Sourcewell vendor to provide goods and services. We also utilize social media platforms such as Facebook, LinkedIn, Instagram, and Twitter.</p> <p>We use Newswire to market any relevant announcements along with mail lists to send out marketing emails. Additionally, we use digital thought leadership pieces to demonstrate our brand value such as guest posts, speaking engagements, expos, presentations, and panels. 90% of our marketing strategy is based on technology and data tools such as Ahrefs, Google Analytics, Search Console, and other optimizations based on metadata research. However, the most important technology we use for the remaining 10% is human logic, analysis, and intuition.</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>FTS recognizes that Sourcewell is the national leader in cooperative contracts. With that knowledge FTS plans to build out a marketing plan surrounding the announcement that FTS has been awarded a contract.</p> <p>We expect Sourcewell to continue to add members to its program so both Sourcewell and FTS can maximize benefits from the award. We also expect Sourcewell to assist with contract training. FTS will integrate the Sourcewell award into our marketing efforts to potential clients, proactively calling on agencies who would benefit from our product with the Sourcewell contract being a viable procurement option.</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>FTS has an e-procurement portal system known as Engage360 in which all products are listed and accessible online.</p> <p>Engage360 simplifies the e-procurement process by providing bundled package recommendations for the most common solutions and configurations. Within Engage360, a user can select a bundle or, if needed, select individual skus to build an order. Pricing and discounts will be automatically applied within the portal.</p> <p>In addition to the portal, Sourcewell members will have access to dedicated account representatives who can assist with consulting on the recommended configuration, entering the order in Engage360, and overseeing the deployment process.</p> <p>Once an order agreement has been reached, FTS will send a quote over with the details of the project laid out for approval by the Sourcewell member. Once the order is approved, FTS will prepare the order for shipping and implementation, including installation if part of the order.</p> <p>Furthermore, FTS will work with the Buy Sourcewell team to make our products and services available via the online marketplace.</p>	*

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

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our web portal, IntelliHub®, is an intuitive system that is designed to be easy to use and understand. We believe that websites and applications should be designed in an intuitive fashion that empowers the user to take advantage of its functionality without the need for extensive training. As such, many of our users jump right in, and that approach is certainly encouraged, along with self-training videos and an online knowledge base.</p> <p>For those that prefer to have someone by their side to learn the system we offer online training via virtual web meeting (Zoom, Teams, etc.) at no additional cost. For operations with ten or more users, we suggest assigning administrators or department delegates to train on the product so they can serve as the subject matter experts in the Agency/Department. Depending on the size of the account, FTS would work in conjunction with the Sourcewell member to determine an appropriate training strategy.</p> <p>FTS provides clients with a knowledge base, FAQs, and recorded videos for online learning. Instruction manuals and any relevant documentation are likewise available online. Onsite training can be provided (potentially for an additional cost) when requested.</p>	*
42	Describe any technological advances that your proposed Solutions offer.	<p>FTS offers comprehensive fleet management solutions that rely on evolving technological advances to effectively serve our customers' needs.</p> <p>IntelliHub® is a browser-based command center that collects, analyzes, and displays vehicle, driver, and operational data to provide fleet managers with actionable intelligence they can use to enhance operational procedures and spot safety or efficiency issues.</p> <p>Users have access to maps with real-time GPS tracking that allows them to follow the actual movements of fleet vehicles, trailers, heavy machinery, and ancillary equipment. A rich breadcrumb trail is displayed online utilizing maps with various layers of information, with a movement graph, Hours of Service records, and a route playback feature that works on Google Street View. These GPS tracking features also enable managers to monitor driver behavior, reduce theft, shrinkage and unauthorized usage while improving customer service with accurate ETAs.</p> <p>FTS also offers geofencing technology, which allows users to set up customized digital barriers around an area and track any movement in or out of the area, even retroactively. Managers can see how long someone was in a particular location, as well as see how many vehicles are on-site with vehicle clustering reports to ensure that staff members are located where they need to be and that assets are being properly utilized.</p> <p>IntelliHub can display GIS mapping layers that allow users to view valuable information about assets that pertain to a client's specific needs. For instance, a client can map out data about where electric boxes, utility access holes, and telephone poles are located, which is extremely helpful for government entities like public works and utilities. With easy access to this information, it is simple to quickly dispatch crews for maintenance work, reducing delays and confusion.</p> <p>FTS offers unlimited customizable hierarchy groups which can be set up by the user to meet the specific organizational structure of the operation. For example, groups can be structured into categories such as major groups, sub-organizations, and departments.</p> <p>FleetCam is an advanced fleet video telematics system that gives customers a livestreaming view of exactly what is happening in the field. Users can watch drivers in real-time, automatically capture driving event clips, and download historical video without having to physically access the vehicle, as well as review footage at variable speeds, allowing to watch an hour of footage in a few minutes. Our AI facial recognition allows for automatic driver assignment, so driving behaviors can be automatically tagged and categorized. Our vehicle cameras bring a new level of transparency, accountability, and protection to drivers, managers, and help reduce costs while also reducing liability, and increasing overall safety.</p> <p>FleetCam supports up to 8 video feeds per vehicle to offer a 360-degree view of what is happening around the fleet vehicle, as well as within the vehicle. Cameras can be set up in various configurations and directions to capture driver, roads, side views, etc. FTS has proposed several cameras setup options for the varying needs of the Sourcewell members, and other configuration options are available.</p> <p>FTS also offers a state-of-the-art Artificial Intelligence AI video telematics system that can detect unsafe driving events like when a driver falls asleep, is distracted, using a cellphone, follows another vehicle too closely, runs a stop sign, or is drifting out of a lane.</p> <p>Our advanced AI cameras and sensors automatically detect safety issues and immediately alert the driver to the danger using our in-cab audio-visual feedback device. This gives the driver the opportunity to adjust driving behavior in real-time, helping to prevent crashes.</p> <p>Unsafe or unwanted driving events are automatically recorded and uploaded to the system for review and trend analysis. Email and phone alerts are sent out to selected managers so they can respond to issues in real-time as they see fit based on user determined thresholds. Additionally, a built-in driver coaching system lets them review events and use the web portal to provide more coaching directions as needed.</p> <p>IntelliHub and FleetCam are some of the only telematics systems on the market that utilizes</p>	*

		<p>dead reckoning technology to improve its vehicle tracking systems. It helps the AI features determine where a vehicle will end up if it continues to travel at its current speed and direction and is in area without connectivity, such as a long tunnel or high canyons.</p> <p>Field Warrior is FTS' mobile workforce application, providing electronic logbooks, dispatch, navigation, digital forms, signature captures, and more into a single, easy-to-use app. The app can run on a driver's existing iOS or Android devices or on special ruggedized devices. Field Warrior is integrated with IntelliHub for ease of communication between dispatch and the field employees.</p> <p>Monarch is a mobile app that allows managers to access the same valuable information and respond to issues as they would on IntelliHub. This allows decision-makers to monitor and respond to fleet issues remotely using their smartphone or tablet.</p> <p>FTS offers secure restful APIs and SFTPs. Single sign-on (SSO) capabilities and two-factor authentication, along with a SOC2 certification round out accessibility and security needs, providing clients with a safe and reliable system that keeps operations running smoothly.</p> <p>Our products can easily integrate various third-party programs via an open API, and allow for integration of fuel cards, to streamline logistical operations onto one digital platform. Fuel card integrations are the ideal solution for quick and simple IFTA reporting, so users can automatically import data from fuel card providers like location, gallons, total cost, and the date/time of fuel purchases. Our system integrates with many fuel card providers.</p> <p>Additionally, thanks to a partnership between Cradlepoint and FTS, it is easy to integrate a cost-effective fleet management solution on Cradlepoint's mobile routers. Cradlepoint mobile routers turn vehicles into rolling hotspots, offering users reliable and cost-effective connectivity for devices in and around vehicles. These rugged routers support multiple 4G LTE connections and are built to withstand and operate in extreme conditions.</p>	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>FTS has been providing green emissions testing in California since 2015. FTS was an instrumental thought leader in its development and launch. The Continuous Testing Program offers government fleets in California an easier, more efficient, and environmentally friendly way to track vehicle emissions.</p> <p>Forward Thinking Systems is also the first provider to assist the state of Nevada with a similar program. Qualified private fleets can also skip conventional emissions tests and keep vehicles running cleanly when they participate in the state's Continuous Monitoring program.</p> <p>Vehicles that are approved to participate in these programs can use them as substitutes to the states' physical smog check inspections if they meet the criteria, helping avoid inspection fees and save valuable time. FTS is also currently involved in assisting fleets comply with the new Clean Truck Act compliance program utilizing similar technologies for heavy fleets.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Forward Thinking Systems is committed to supporting sustainable practices both internally and through the services we provide our customers.</p> <p>We help fleets reduce their environmental impact by helping them monitor and reduce fuel waste, idling for extended periods of time, drivers taking longer routes, speeding or braking harshly-all behaviors which have an impact on the amount of fuel that is used as well as unnecessary wear and tear on the vehicles and components.</p> <p>FTS systems encourage using actionable intelligence and data points to help identify opportunities to reduce waste and increase operational efficiency, which in turn has positive environmental impacts as well as economic ones.</p> <p>FTS also helps fleets reduce the amount of paper waste they produce by helping them get the job done electronically. Our commitment to reducing paper waste has led to the innovative apps such as Field Warrior, that drive digital forms, Digital Vehicle Inspection Reports (DVIR), capture electronic signatures, and, in some cases, eliminate the need for paper forms entirely.</p> <p>We are dedicated to the continued investing in the future through a paid internship program that helps the next generation of engineers, programmers, and problem-solvers learn about practical technical applications through real-world experience.</p> <p>As technology continues to improve, FTS is committed to leading the charge in innovation, creating and refining solutions that enable us to help create a bright and sustainable future for generations to come.</p>	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Forward Thinking Systems offers a wide range of products that include advanced GPS tracking, video telematics, workforce automation, maintenance tracking, routing, and dispatch. We can accommodate the wide range of needs Sourcewell's members have, both now and in the future.</p> <p>FTS specifically differentiates itself by offering intuitive fleet tracking, managements solutions and exceptional customer service, offering products that include:</p> <ul style="list-style-type: none"> <li>-A user-friendly web portal to view and manage all assets.</li> <li>-An Android/iOS app that allows managers to view key logistical information while on-the-go.</li> <li>-Award-winning FleetCam AI video solution with lifesaving in-cab alerts to instantly notify drivers of dangerous or unwanted behavior.</li> <li>-Comprehensive FleetCam product line that continues to expand.</li> <li>-Advanced built-in driver coaching system and driver scorecards.</li> <li>-Google mapping that includes street views and GIS layers.</li> <li>-Customizable mapping icons and colors to easily identify assets.</li> <li>-Angle-based reporting to create an "intelligent" breadcrumb trail detailing a driver's journey.</li> <li>-Inactivity Reports which allow agencies to see how many vehicles are not being used, or used efficiently, assisting with "rightsizing" the fleet.</li> <li>-Secure restful APIs and FTPs which allow the FTS platform to integrate with many different types of software.</li> <li>-Single sign-on (SSO) capabilities and two-factor authentication. More secure environment for user and agencies.</li> <li>-TITAN App for FTS hardware self-installation via an application used to configure GPS and FleetCam systems during initial installation.</li> <li>-Driver ID technologies such as Bluetooth, RFID, app login, and AI Facial- Recognition if equipped with FleetCam.</li> </ul>	*
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	At FTS our approach to data privacy centers on our SOC 2 certification, including but not limited to offering robust access controls, data encryption at rest and in transit, regular security audits, incident response planning. Employee training on privacy best practices. employee background checks, least access privilege philosophy, incident response planning, and additional items found in our attached privacy policy.	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	FTS offers a HaaS integration which allows for communication between emergency vehicles and vehicles utilizing telematics devices, making drivers safer and more aware f potential emergency situations.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	FTS offers FleetCam, our line of AI Dashcams and software offers safety features including but not limited to driver behavior AI, safety behavior trend analysis, in cab audio and visual alerting options, and self-coaching options. Our IntelliHub system also offers 100s of alerts and reports around safety and accident management, all of which make for safer more efficient drivers, increasing overall fleet safety and efficiency, while reducing costs.	*

**Table 5B: Value-Added Attributes**

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

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Forward Thinking Systems offers net 30 payment terms. Payment can be arranged by check, credit card, or electronic fund transfers, such as ACH.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	FTS recognizes that each Sourcewell member will have unique needs from its Telematics provider. FTS offers various terms including opex pricing (lease terms) and financing options. FTS can offer various terms based on the organization's requirements.	*

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>FTS does not require any transaction documents beyond those specific to the member agency, as the Sourcwell agreement will serve in place of a sales agreement. Member agencies may require FTS to fill out additional vendor paperwork, which FTS is willing to complete. Our SLA is uploaded in the supporting documents section of this RFP.</p> <p>The standard Sourcwell transaction will be as follows: When a Sourcwell member places an order with FTS, they will be in contact with an FTS employee who is specially trained to manage Sourcwell members accounts.</p> <ol style="list-style-type: none"> <li>1) Orders are placed with specially trained FTS team members, a dealer, or directly by a Sourcwell participating entity.</li> <li>2) Orders are entered into Engage 360 FTS order entry system.</li> <li>3) Shipping tickets are automatically created.</li> <li>4) Tracking information is recorded upon shipment and shared with the client.</li> <li>5) Sales data is stored in Engage 360 and will be provided to Sourcwell on a quarterly basis.</li> </ol>	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	FTS will accept payment via P-cards. There will be no additional cost to Sourcwell participating entities.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>The most popular method for contracting includes an upfront purchase of the solution hardware and a monthly subscription for the corresponding software and service. The subscription fee is typically based on a three-year contract agreement and can be paid monthly, annually, or upfront if preferred by the customer. Annual or contract length prepayment may include additional discounts.</p> <p>A leasing option is available for members. Leasing options from various lengths are available, with flexible terms based on customer requirements. Please see upload section for detailed Sourcwell participating entity pricing.</p>	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount as represented by our pricing proposal ranges as a discount from MSRP with a range of 10%-60% depending on the product/service line item. Please see attached pricing for details.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	While "ceiling" prices are listed in the pricing documents, discounts will be considered on a case-by-case basis. FTS will offer an additional 10% minimum discount off of the SaaS portion for orders of 500 units or more, and 15% off of the SaaS portion of orders for 1000 units or more. Additional discounts can be negotiated on a case-by-case basis, best fitting the needs of the Sourcwell member agency.	*
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.	FTS will supply a quote for any sourced item.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>No additional costs beyond pricing submitted, except for expedited shipping or custom requests outside of the standard scope of this contract.</p> <p>Examples may include requests for on-site training (FTS offers free live virtual training), custom development work (FTS offers an open API for integrations), or custom implementation (standard implementation is included.) Such costs will be determined based on the needs of the request.</p>	*
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	FTS offers free shipping to Sourcwell member agencies.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	FTS would use UPS Small Parcel for most shipments. The service selected would depend on the number of days in transit the customer would require. FTS also provides shipping with UPS Air Freight or UPS Ocean Freight depending on the size of the order. In most cases, shipping would be included with no additional fee, and if special shipping requirements were needed, this would be discussed with the member agency.	*

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	FTS distributes its products and services from Jericho, New York. For shipments within North America, we currently use UPS ground shipping.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Forward Thinking Systems is committed to providing accurate data to Sourcewell and its member agencies for each contract. Upon award of any Sourcewell contract, FTS will implement a self-audit compliance program, which will identify and verify cooperative purchasing agreements.</p> <p><b>Audit Process:</b> All Sourcewell entity contracts will be tagged in our Engage 360 order entry/reseller portal. This tag will be used to make sure that correct pricing is applied. It will also be used for the quarterly reporting to Sourcewell. FTS will train selected employees to manage the new Sourcewell audit program. Additionally, these employees will review all Sourcewell eligible accounts to ensure that they are appropriately tagged for reporting purposes.</p> <p><b>Vendor Reports Sales:</b> FTS will provide Sourcewell with an accurate self-audited vendor report on a quarterly basis as outlined in the Sourcewell contract.</p> <p><b>Vendor Remits Administrative Fee:</b> FTS will remit the 2% administrative fee payment to Sourcewell for all sales during each calendar quarter. This payment will be calculated using sales of all equipment, products and services purchased by participating entities under this contract during each calendar quarter. Payments will note Forward Thinking Systems LLC as the vendor and include the Sourcewell contract number, as well as the Sourcewell member entity contract information, such as member ID and dollar amount. FTS will remit the administrative fee payment within 45 days post the end of each quarter where sales occurred, or in other terms in accordance with the terms of the Sourcewell contract.</p>	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	FTS has established metrics aimed at tracking success in partner relationships. These metrics include a maintained list of opportunities and their current stages, history of all opportunities both won and lost, as well as detailed notes regarding sales progress, account activity, and an analysis of each opportunity. Additionally, we maintain detailed information about the revenue amounts of opportunities, frequency of repeat business and referrals, and overall client satisfaction.	*
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.	FTS understands the value provided by Sourcewell and accordingly we are proposing a 2% 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.	As these pricing are "ceiling" prices, beyond the initial savings available to Sourcewell members, additional negotiated pricing discounts beyond the offered price list make this a highly cost-effective solution to the telematics and fleet management needs of the clients.	*

**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>IntelliHub - Real-time Vehicle Tracking and Asset Management.</p> <p>IntelliHub is the browser-based command center that gives users easy access to tools and data. This is where customers manage workload agendas and see every bit of vehicle and driver activity.</p> <p>Users can manage their fleet operations on one platform, with access to real-time tracking, dispatch and messaging, driver scorecards, alerts and notifications, fuel reports, maintenance management, and geofencing setup.</p> <p>Forward Thinking Systems' user-friendly web portal displays the current location and status of fleet vehicles, along with addresses, landmarks, and other relevant information over various map layers. Users can customize labels, icons, and colors to indicate different vehicles, with more information easily available regarding their individual attributes including ID, status, speed, heading, etc. Vehicle attribute data may be instantly queried and displayed in a pop-up box with a simple click.</p> <p>Additionally, alarm and event notifications may be set to notify the user of a status change for a designated vehicle. From the Full Activity pop up, users can access reports, settings, maintenance logs, and cameras (if equipped).</p> <p>FleetCam - Advanced Fleet Vehicle Video Telematics System:</p> <p>FleetCam is a state-of-the-art video camera solution that offers up to 8 camera angles per vehicle. The video telematics system is seamlessly integrated into the IntelliHub platform so customers can see drivers and road conditions in real time.</p> <p>FleetCam offers livestreaming and historical playback via the IntelliHub portal, so users do not need to physically access the vehicle to see video clips. Driving event clips are automatically recorded and sorted into a built-in driver coaching system found on IntelliHub where managers can review clips, set severity levels, and leave notes.</p> <p>FleetCam AI is an award-winning video telematics solution that relies on AI cameras and sensors to help detect unsafe or unwanted driving behavior and provide in-cab audiovisual feedback to help warn drivers of potential dangers in real-time.</p> <p>The FleetCam AI video telematics system will alert drivers when the system detects: Distracted driving, Driver fatigue, Driver smoking. Driver using cellphone, Following too close, Risking collision, Unsafe lane departure, Harsh cornering, Harsh braking, Harsh acceleration, rolling past a stop sign, and pedestrian warnings. Additional alert options are being added per client requests.</p> <p>Please see attachment in the RFP response for additional information on this question with screenshots, detailed explanations, etc. FTS offers several different base products with hundreds of configuration options that can be customized to meet a customer's individual needs.</p>

75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Forward Thinking Systems' telematics systems are comprehensive solutions that include real-time GPS tracking, fleet vehicle video cameras, ELD compliance, automated routing, mobile workforce management and mobile apps.</p> <p>Telematics: IntelliHub is our telematics robust cloud based platform as described in 74.</p> <p>Connected Dashcams: FleetCam, our line of IntelliHub backed GPS enabled dashcams as described in 74.</p> <p>Route Management and optimization: Route Matrix (add on to IntelliHub) helps dispatchers build cost-effective routes with little effort by automatically optimizing your stops into the most efficient order. Customers save hours of planning, travel time and money on fuel.</p> <p>Workforce Management: Field Warrior (IntelliHub add-on) is FTS mobile workforce application, providing electronic logbooks, dispatch, navigation, digital forms, signature captures, and more into a single, easy- to-use app. The app can run on a drivers' existing iOS or Android devices or on special ruggedized devices. Field Warrior is integrated with IntelliHub for ease of communication between dispatch and the field employees.</p> <p>Mobile Fleet Management tool: Monarch (IntelliHub mobile companion) is a mobile app that allows managers to access the key valuable information and respond to issues as they would on IntelliHub. This allows decision- makers to monitor and respond to fleet issues remotely using their smartphone or tablet.</p> <p>Driver Coaching: DriveShield allows for drivers to self-coach based on thresholds set that allow for mitigation of issues ahead of manager involvement. With the scoring system, it also allows for drivers to strive for continuous improvement, increasing fleet safety and efficiency.</p>
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Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
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76	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, FTS offers IntelliHub® to customers looking to consolidate their fleet tracking and management informational needs into one intuitive platform. End users can see their fleet's activity in real time, pull up driver scorecards and digital forms, set up geofencing perimeters, set up vehicle maintenance schedules and reminders, review fuel purchases, and watch driving event clips (if equipped with FleetCam® vehicle cameras).</p> <p>IntelliHub easily integrates with different platforms like Faster Web, and AssetWorks,</p> <p>It is also easy to incorporate various fuel cards into the system for simple IFTA reporting. Our system integrates with many of the largest fuel card providers, including Wex, Wright Express, and Comdata. FTS offers secure restful APIs and FTPs. Single sign on (SSO) capabilities and two-factor authentication, and our SOC2 certification round out accessibility and security needs, providing clients with a safe and reliable system that keeps operations running smoothly. Digital asset tracking allows you to monitor each vehicle by VIN number, so Maintenance shops will be aware of any potential part recalls, or individual vehicle issues such as dead batteries in pool cars. These tools are designed to help users get the most out of their vehicles while running into as few issues as possible while they are on the road.</p>	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, FTS offers a wide range of telematics devices including battery powered asset trackers, solar powered asset trackers, plug and play OBDII and JBUS vehicle trackers, hardwire devices and Multi-view Artificial Intelligence vehicle camera systems.</p> <p>The In-Vehicle Equipment is centered on the state-of-the-art Mobile Unit, a self-contained "black box" device that integrates GPS location and sensor technologies, as well as wireless communications to record and transmit data in real-time. The mobile device can be connected to many devices or sensors, including lights, ignition, doors, alarms, and more.</p> <p>FleetCam® supports up to eight video feeds per vehicle so you can get a 360-degree view of what is happening around your vehicle. Cameras can be set up in various configurations and directions to capture the views of the driver, roads, side views, etc, with multiple options for internal and external cameras. FTS has proposed several cameras for the differing needs of the Sourcewell members, but other configuration options are available.</p>	*

78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, FTS offers software solutions that help fleets run a safer, more efficient logistical operation. Our web-based command center, IntelliHub is where customers can easily access up-to-date information about their fleets' activities so they can solve problems in real time. This user-friendly program collects data and gives managers easy access to tools that help them handle their workload and advance their organizational agendas. Users can access real-time tracking tools, dispatching, messaging, driver scorecards, alerts and notifications, maintenance logs, and fuel logs. Users can set up geofences around work sites or track an important shipping route.</p> <p>IntelliHub: The program is designed to relay data reporting and analysis, helping you better understand your fleet metrics and take effective action that improves fleet operations. IntelliHub seamlessly and securely integrates with most backend systems.</p> <p>Monarch is a mobile app that allows managers to access valuable information and respond to issues as they would on IntelliHub. This allows decision-makers to monitor and respond to fleet issues remotely using their smartphone or tablet.</p>	*
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, IntelliHub is the browser-based telematic management platform that uniquely monitors a fleet's vehicles and assets with our angle-based reporting and user-friendly data platform. In addition, telematic information is captured such as Diagnostic trouble codes, engine odometer, and various other telematic information points from the vehicle.</p>	*
80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>This platform offers hundreds of customizable alerts and reports for fleet telematics information, as well as monitoring and asset tracking. Our platform tracks vehicles every minute, mile, 30-degree turn, and exception event, giving the end user an incredibly detailed "intelligent" bread crumb trail that helps them fully understand a vehicle's journey. Any authorized user with access to IntelliHub can create polygon geofences which enable managers to track how many vehicles are on the job site at once, receive notifications when someone is on the property after hours, or if an asset is removed from the area.</p> <p>In addition FTS offers</p>	*
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Users can set up geofences around work sites or track an important shipping route. Furthermore, Geofences can be saved as locations to run reports on retroactively, so if having to check on where a vehicle has been, or has not, these historical geofences are highly useful.</p>	*

82	Motor pool and fleet sharing solutions services	<input type="radio"/> Yes <input checked="" type="radio"/> No	No, FTS does not offer any type of Motor Pool or fleet sharing solutions. We have an open Restful API where we can integrate with almost any platform. *
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, FTS created FleetCam, an advanced fleet video telematics system that gives customers a livestreaming or historical view of exactly what is happening in the field.</p> <p>Users can watch drivers in real-time, review automatically captured driving event clips, and download historical video without having to physically access the vehicle. Historical video can be viewed at various speeds, allowing users to review an hour of footage in a few minutes. Our vehicle cameras bring a new level of transparency, accountability, and protection to drivers, managers, and lowering costs while reducing liability risks.</p> <p>FleetCam supports up to eight video feeds per vehicle to offer a 360-degree view of what is happening around the fleet vehicle. Cameras can be set up in various configurations and directions to capture driver, roads, side views, etc. FTS has proposed several cameras for the differing needs of the Sourcewell members, but other configurations are available as an option.</p> <p>FTS offers several different video camera configurations to match a customer's specific needs, with package options that include our entire line of Fleetcam products.</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	FTS has devices that are rated by CARB for the CTP and CTA programs in California. These programs help agencies track emissions data and report them to the necessary stakeholders. In addition, FTS offers several alerting options around idling, to help reduce emissions, as well as route optimization to minimize wasted fuel and unnecessary environmental impacts. *

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

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

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing FTS.pdf - Monday October 28, 2024 10:06:10
  - [Financial Strength and Stability](#) - 2023 Financial Statements Forward Thinking Systems LLC.pdf - Thursday October 10, 2024 06:48:59
  - [Marketing Plan/Samples](#) - FTS New Letterhead - Marketing Plan.pdf - Thursday October 10, 2024 07:01:47
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Standard Transaction Document Samples](#) - FTS Standard Documents.pdf - Thursday October 10, 2024 07:24:33
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Response Sourcewell product overview.pdf - Monday October 28, 2024 10:29:53



## 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. - David Isler, CEO, Forward Thinking Systems, LLC

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