

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

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Zonar Systems, Inc., 821 2nd Ave., Suite 1100, Seattle, WA 98104 (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

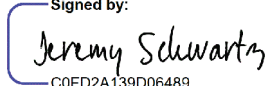
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Zonar Systems, Inc.

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/24/2025 | 8:08 AM CDT

Signed by:

8B3FAB73357342E...

By: _____
Charles Kriete
Title: CEO

Date: 4/23/2025 | 4:46 PM CDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Zonar Systems, Inc.

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

Address: 821 2nd Ave. Suite 1100
Seattle, WA 98104

Contact: Jaime Pierce

Email: proposals@zonarsystems.com

Phone: 206-878-2459

Fax: 206-878-2459

HST#: 26-0499050

Submission Details

Created On: Thursday September 12, 2024 14:53:04

Submitted On: Monday October 28, 2024 13:40:23

Submitted By: Jaime Pierce

Email: proposals@zonarsystems.com

Transaction #: 0d61378f-17aa-435f-99ac-615f35fbddee

Submitter's IP Address: 73.109.100.53

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.	Zonar Systems, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 47S17	*
5	Provide your NAICS code applicable to Solutions proposed.	334220: Airborne radio communications equipment manufacturing 517810: Telemetry and tracking system operations on a contract or fee basis	
6	Proposer Physical Address:	Zonar headquarters are located at 821 2nd Ave., Suite 1100, Seattle WA 98104.	*
7	Proposer website address (or addresses):	www.zonarsystems.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):	Name: Michael Gould Title: CEO & President Address: 821 2nd Ave., Ste 1100 Seattle WA 98104 Email address: Michael.Gould@zonarsystems.com Phone: (206) 878-2459	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Tim Ammon Title: Vice President & GM, Passenger Services Address: 821 2nd Ave., Ste 1100 Seattle, WA 98104 Email address: Tim.Ammon@zonarsystems.com Phone: (206) 774-1609	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Matt Deichman Title: SVP, Customer Success and IT Address: 821 2nd Ave., Ste 1100 Seattle WA 98104 Email Address: Matt.Deichman@zonarsystems.com Phone: (206) 501-3907 Name: Nick Grandy Title: Vice President of Sales Address: 821 2nd Ave., Ste 1100 Seattle WA 98104 Email address: Nick.Grandy@zonarsystems.com Phone: (206) 878-2459 Ext. 1472	

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>Zonar was established in 2001 to help fleets enhance their efficiency, reliability, performance and safety. Our mission is to enhance the safety, performance, and success of our customers by transforming the delivery of innovative insights for public sector fleets around the world.</p> <p>Our products and services support asset and risk management through a comprehensive data structure that allows public sector fleets to better manage their inventory of assets and identify both the volume and type of work those assets are supporting. Additionally, our electronic verified inspection tool ensures that drivers are completing pre-and post-trip inspections in order to ensure that vehicles are safe to operate. This same tool supports the development of compliance checklists that associate an individual to an action in support of a safety related policy, procedure, or expectation. For example, this tool can be used to verify that school building doors are locked and have been checked by time and date stamping the activity by security personnel. We believe that our suite of products helps ensure that public sector agencies know what assets are available to them, the condition of those assets, and the activities supported by those assets such that safe, reliable and cost-effective operations can be supported.</p>	*
12	What are your company's expectations in the event of an award?	We would utilize the award to educate customers about the importance of asset management and the ways in which strong asset management practices support safe operations. We believe that these types of efforts both increase the base of expertise across the public sector on asset management practices and result in innovations in product use that expand markets and enhance operations.	*
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.	Zonar is owned by Continental AG, which is publicly traded as CTTAY. Zonar's Dun & Bradstreet rating is 1R3.	*
14	What is your US market share for the Solutions that you are proposing?	Across the United States, our student transportation solutions support ~40% of school buses and less than 1% of public transit/government entities. We also have a strong presence in the municipal fleet market, in addition to supporting agencies, authorities, and other quasi-governmental organizations.	*
15	What is your Canadian market share for the Solutions that you are proposing?	In and across Canada, Zonar holds a significant market share in the school bus transportation market. Municipal services are an opportunity to grow.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A. Zonar has not filed for bankruptcy, nor expecting any bankruptcy proceedings in the foreseeable future.	*
17	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). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Zonar is best described as both a manufacturer and service provider. Zonar has a robust sales team that targets the Pupil, Public Transit, Vocational and Freight industries. We also partner with industry leading dealers and resellers to supplement our sales teams.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Zonar is a business based in Seattle, Wash. and is licensed to operate in all 50 states.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There have been no suspensions or debarments applied to Zonar in the past seven years or ever.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We are humbled and grateful for the industry recognition earned in the 20+ years since we were founded, with more than 30 awards in total and 10 achieved in the last two years alone.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Government is an opportunity for Zonar and Sourcewell with less than 5% of sales in this sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the last 3 years 70% of all sales from Zonar are to School Districts.	*
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?	Zonar has Cooperative purchasing contracts with Buyboard, OSC, CES, PEPPM, Equalis and TIPS. Zonar does not disclose sales volumes in public solicitations. We are happy to talk about it privately if need be.	*
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?	Zonar currently has no GSA or Standing Offers and Supply Arrangements in place.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Chesapeake Public Schools	Dr. David Benson	(757) 439-9639	*
Tulsa Public Schools	Steve Blakley	(918) 833-8135	*
Clark County Public Schools	Amber Rideout	(702) 799-8100	*
City of Tacoma (WA)	Scott McVicker	(253) 591-5866	
City of Draper (UT)	Sean Adams	(801) 380-9122	

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.	Zonar has a sales force of 15+ sales representatives that work in field-based and inside sales roles throughout the United States. They sell to educational (e.g., school districts, private schools, charter schools, and higher education institutions), public transportation and local governments. Additionally, we have an online portal that allows customers to order commonly available items using a credit card or purchase order.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	At Zonar, we are proud to have a close-knit network of trusted partners for lead sharing, nation-wide installation, as well as complementary service providers which leverage Zonar to drive their solutions. They are instrumental in delivering our solutions across the United States. These partners not only create opportunities but also work hand-in-hand with Zonar's dedicated sales teams to ensure the best outcomes. Our customers, therefore, have the unique advantage of working directly with Zonar's sales teams, backed by the support of our reliable partners. This collaborative approach is a testament to our strong partner and dealer relationships.	*

28	Service force.	<p>Zonar has a robust Customer Success organization dedicated to serving our customers. The key teams within this organization include:</p> <ul style="list-style-type: none"> • Customer Support Team: A 24/7/365 US-based help desk team providing phone and email assistance. • Installation Team: Provides installation services, management of third-party installation vendors and quality control for installations. • Field Support: Offering on-site and remote training, as well as general on-site support. • Implementation Team: Focused on managing and supporting the onboarding experience for new customers. • Customer Experience Team: Providing ongoing account management services to enhance customer satisfaction. • Digital Content and Training Team: Ensuring that comprehensive documentation and training materials are available for all Zonar solutions. • Product Support Engineers: Collaborating with customers and the Product Delivery organization to address customer needs and challenges. 	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Zonar sales reps will work directly with participating entities to provide Quotes and Sales Orders and work within Sourcewell processes.	*
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.	Zonar is dedicated to supporting our customers through our exceptional Customer Success team. Our commitment to excellence has earned us numerous accolades, including three consecutive Stevie Awards for Best Customer Service. We proudly offer 24/7/365 support, answering 80% of calls within just 240 seconds. Furthermore, our customer support team responds to inquiries within two business days. Your satisfaction is our top priority!	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Zonar is excited to offer a comprehensive range of products and services to Sourcewell, including telematics tracking, video telematics, and fleet maintenance, in conjunction with our award-winning EVIR solution.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Regardless of US or Canada, Zonar is excited to offer a comprehensive range of products and services to Sourcewell, including telematics tracking, video telematics, and fleet maintenance, in conjunction with our award-winning EVIR solution.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Zonar has no restrictions on products in the US or Canada. Our telematics devices do require a cellular connection to transmit data, but if cellular connectivity is limited, they feature temporary memory to store information for later offloading. Plus, all Zonar products utilize a web interface, allowing access from anywhere with an internet connection.	*
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.	Zonar would serve all sectors of Sourcewell's participating entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Zonar has no restrictions regarding Hawaii or Alaska. We currently have clients in both locations successfully using our products.	*
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>Upon being awarded a cooperative purchasing contract, the Zonar marketing team would work directly with Sourcewell to kick-off a series of activities, including developing a marketing plan and strategy for promoting Sourcewell.</p> <ul style="list-style-type: none"> • Add Sourcewell to the co-op marketing cutsheet and to the website (new co-op webpage coming soon) • Upload Sourcewell information, sales and marketing materials to the Zonar internal sales enablement tool, Edge • Conduct training with our sales staff • Promote the contract with our partner ecosystem, such as resellers and dealers, who serve as an extension of our sales team • Discuss with Sourcewell marketing and promotion policies, and resources available and offered to Zonar • Develop and execute a marketing plan and strategy customized for Sourcewell to potentially include email marketing, web and tradeshow promotion 	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Zonar has an extensive marketing technology stack that is used to deploy a variety of marketing programs. Website, online ads, SEO, SEM, social media, email marketing, webinars, tradeshow and other programs are a core part of our marketing strategy to reach potential fleet prospects. Additionally, Zonar's marketing team collects and analyzes the data behind these programs on a weekly and monthly basis to measure effectiveness and to fine tune programs to ensure successful outcomes.	*
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?	Zonar has experience working with cooperative organizations similar to Sourcewell and has well-established practices for integrating Sourcewell-awarded contracts into our sales, marketing, customer onboarding, implementation and support processes. Zonar welcomes the opportunity to work with Sourcewell in a passive or more active role for promoting Zonar solutions, depending on Sourcewell policies and the resources available and offered to us.	*
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.	Zonar does not currently have a full service e-procurement ordering process or system, however many Zonar accessories that do not require specific configurations – such as cables, parts and batteries – are available for purchase through our online store. The store is available to all Zonar customers and can accommodate a variety of payment methods. There is also the possibility of connecting our current online store platform to the customer's eprocurement platform already in use via connector or plug-ins if compatible.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We offer both on-site and remote training services. Before training begins, customers will receive outreach from a Field Service Representative (FSR) who will guide them in selecting suitable Zonar training courses, providing information on course times and maximum class sizes. The FSR will deliver a standardized yet personalized training experience.</p> <p>Customers also gain access to our in-house training and learning management system (LMS), which offers both short and long-form courses for staff refreshers and retraining. These courses can be taken on-demand or scheduled by organizational leadership. Additionally, we can integrate our LMS with other leading systems for a seamless experience.</p> <p>Pricing:</p> <ul style="list-style-type: none"> • On-Site Training: \$1200/day + travel expenses • Remote Training: \$75/hour 	*

42	Describe any technological advances that your proposed Solutions offer.	<p>Zonar Systems specializes in fleet and asset management solutions, focusing on enhancing safety, efficiency, and compliance for various industries. Their products include telematics, inspection tools, and management platforms that help organizations monitor and manage their assets in real time. Key offerings include:</p> <p>Telematics Solutions: Real-time tracking of vehicles and equipment to improve operational efficiency and reduce costs.</p> <p>Vehicle Inspection Platforms: Tools for conducting thorough inspections, ensuring compliance with safety standards and regulations.</p> <p>Safety Management: Features that promote safe driving practices and reduce risks within fleet operations.</p> <p>Asset Management: Solutions that provide visibility into asset availability and performance, enabling better decision-making.</p> <p>By integrating these technologies, Zonar helps organizations optimize their operations, enhance safety protocols, and extend the life cycle of their assets.</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>Our asset management strategy for vehicle management focuses on two key areas. First, we facilitate the transition to electric vehicles and other alternative fuels across enterprises. Our technologies help organizations identify and bridge the gap between mission requirements and vehicle capabilities, ensuring that emissions reduction strategies maximize benefits while minimizing operational disruptions. During the shift from internal combustion engines (ICE) to alternative fuel assets, we assist organizations in reducing vehicle idling and the associated costs and environmental impacts. Our monitoring and reporting tools enable both individual behavior management and organizational interventions to minimize idling and its financial and environmental costs.</p> <p>Additionally, our manufacturing processes prioritize using materials that reduce the environmental impact of our products. We also consider sustainability in our packaging and shipping practices, aiming to minimize material usage and utilize recyclable or reusable materials. Our end-of-life processes focus on material use and the potential for reuse, creating a circular approach to component utilization. These efforts reflect our commitment to a supply chain perspective on environmental footprint.</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.	Zonar has not been certified for any 3rd party certification.	*
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>Our products and services are designed to recognize that governmental, educational, and quasi-governmental entities serve a diverse range of stakeholders every day. Delivering complex solutions for critical services requires tools and technologies that provide robust solutions with user-friendly interfaces.</p> <p>To address this need, we have developed a comprehensive product suite that offers critical information and capabilities through an intuitive platform. Our minimally interventionist approach allows us to collect data passively, enabling employees to focus on their work while being supported by technology, rather than being burdened by it.</p> <p>Through these principles, we provide unique technologies that excel in supporting safety management—demonstrated in our EVIR and Coach products—and asset management, utilizing a data-driven approach to maintenance management, total cost of ownership analyses, and predictive maintenance services.</p>	*

46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	Our approach to data privacy is rigorous and comprehensive. We have robust monitoring systems in place to detect any unauthorized access to our application and its data. Our tools continuously track user activities, access patterns, and system behavior to identify any anomalies or suspicious activities. We employ advanced intrusion detection and prevention systems that alert our security team immediately upon detecting any unauthorized attempts to access our application or sensitive data. We also conduct regular audits and security assessments to ensure the effectiveness of our monitoring mechanisms and to promptly address any potential vulnerabilities. We take the protection of Personally Identifiable Information (PII) very seriously and adhere to strict security protocols and compliance measures to safeguard any PII that may be accessed during the course of our services. We employ encryption, access controls, and other security measures to prevent unauthorized access, use, or disclosure of PII. Our employees undergo regular training on data privacy and security best practices. We are committed to maintaining compliance with applicable data protection laws and regulations, including but not limited to GDPR, CCPA, and HIPAA, as applicable. We are proud to confirm that our organization holds FISMA certification, signifying our compliance with federal standards for information security management, ensuring the protection of sensitive government information and data.	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	<p>The Zonar V4™ TCU currently supports state-of-charge (SoC) data, including in-motion charge level as well as vehicle-at-rest charging status, for most manufacturers. We continue to test our TCUs on the latest electric vehicles to support our customers.</p> <p>Zonar has been working with smart charging companies who can optimize the charging process based on grid demand, user preferences, and renewable energy availability. This allows for more efficient energy use and potentially lowers costs for consumers.</p> <p>Utilizing Zonar, public transportation systems can utilize real-time data to optimize routes, improve efficiency, and reduce emissions. Electric buses can also engage in V2G, contributing to the grid when not in use.</p>	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	<p>Through the cloud-based Coach dashboard, fleets can access video footage within minutes. This on-demand retrieval capability helps prevent false claims and unnecessary insurance payouts. Fleets can choose from various video types—forward-facing, dual-facing, side-by-side, or picture-in-picture—and select the desired timeframe or request a time-lapse of an entire trip. Videos are stored in the Coach portal for six months, with camera storage capable of holding up to 70 hours of driving time for on-demand retrieval. Coach also offers a live view feature, allowing safety managers to monitor current trips in real time in the event of theft, accidents, or for real-time driver coaching.</p> <p>Zonar EVIR®—our electronic Verified Inspection Reporting system—ensures that every inspection is accounted for and complies with all DOT, OSHA, MSHA, and PTASP regulations.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Zonar Systems does not have any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications. We do not have any relevant documentation, dealership listings, HUB partners, or resellers to provide.
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Zonar Systems is not classified as a Minority Business Enterprise (MBE).
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Zonar Systems is not classified as a Women Business Enterprise (WBE).
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Zonar Systems is not classified as a Disabled-Owned Business Enterprise (DOBE).
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Zonar Systems is not classified as a Veteran-Owned Business Enterprise (VBE).
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Zonar Systems is not classified as a Service-Disabled Veteran-Owned Business (SDVOB).
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Zonar Systems is not classified as a Small Business Enterprise (SBE).
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Zonar Systems is not classified as a Small Disadvantaged Business (SDB).
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Zonar Systems is not classified as a Women-Owned Small Business (WOSB).

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.	Net 30 with 0% discount for early payment. Customer will pay (in U.S. dollars) all invoices issued under the Agreement by wire transfer to Zonar's designated bank, by check, or by any other method acceptable to Zonar within thirty (30) days from the date of Zonar's invoice. Payments are not subject to set off or reduction. Any amounts not paid when due will bear interest at the rate of one percent (1.0%) per month, or the maximum legal rate if less, and Customer will be responsible for all costs and expenses, including attorneys' fees, incurred by Zonar in connection with the collection of any delinquent amounts. Zonar will be entitled to withhold performance and suspend the Zonar Offerings and Third Party Offerings until all amounts due are paid in full. Zonar reserves the right to require Customer to pre-pay for Services or provide automated electronic payment information (credit card or EFT).	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Zonar offers Monthly, Semi-Annually or Annual Leasing options with a 36-month agreement. Specific terms are dependent on designated agreement.	*

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.	Standard EULA, Services Agreement, Copy of W9, Sales Quote, Sales Order Confirmation, Sales invoices.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. We can set up an automated monthly or annual withdrawal with EFT or P-card. Currently not subject to additional fees.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Zonar's pricing model is product category discounts. Zonar's products and services only.	*
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.	Zonar is offering 10% off MSRP for Zonar's products and services on traditional purchases and 5% off leasing options. Implementation fees and travel and training costs are excluded.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Zonar may offer additional discounts based on the scope of the opportunity. Those discounts will comport to the requirements of best pricing.	*
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.	Sourced products will be at cost plus 20%. Zonar has very few products that would fall into this category.	*
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.	Implementation fees, training, travel are not included in the discount structure.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight and shipping are billed at cost.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and shipping are billed at cost.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
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.	All PO's from Sourcewell are coded with the Sourcewell contract #. Sourcewell is then tagged in our CRM system as the purchasing partner. Zonar's Accounts Payable team pulls reporting from CRM quarterly for payments and confirms with Sales Ops regarding new PO's that have come in during the quarter are listed.	*
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.	We measure program success by Monthly Recurring Revenue (MRR) and Hardware (HW) sales dollars annually. We also measure the counts of individual organizations by institution type and the Sourcewell contract would allow for outreach to multiple entity types that fit are in Zonar's customer profile. We hope to see significant lift in both with Sourcewell as the contract vehicle.	*
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.	2% paid quarterly on revenue producing products and services that are purchased via the Sourcewell contract. Fee calculation will not include shipping or taxes.	*

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.	Zonar offers line-item discount pricing based on the size and scope of a project. The financing methodology chosen by the customer and the timing of payments will help determine the total price for services. The attached pricing structure for the discounted pricing.

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>Your proposed solutions include these required services for fleet vehicle/equipment tracking:</p> <p>Zonar telematics control unit (TCU) is the brains of the GPS device and is installed on each vehicle, track location, performance and activity in real time. The activities captured on the TCU are visualized within our Ground Traffic Control® software where users can see the paths, speeds, and activities of their assets. The combination of these two components allows users to make data driven decisions for the allocation, management, and maintenance of their fleets.</p> <p>Zonar also offers optional add-ons for student ridership, inspections, and fleet health and maintenance including:</p> <p>EVIR® promotes fleet health and safety across different fleet types and sizes. The combination of the inspection tags and reader devices (e.g., a smartphone, tablet, or our all-in-one EVIR 2010™ handheld provides for electronic verification that every inspection, sanitization and child-check is performed properly. Integrate digital inspection results, repair and maintenance records. the .</p> <p>Z Pass® tracks student ridership across your fleet. Know who gets on and off, where and when. And optimize routes with in-depth visibility into how each bus is deployed.</p> <p>MyView™ enables clear, timely communication with parents and guardians. They track their child's bus and define alert zones on their MyView app. You use the MyView back-end portal to communicate day-of changes, route change, updated ETAs, breakdowns, substitutions and other critical information through the app to their mobile device. Greater transparency for them. Fewer parent phone calls for you. And student data stays secure. Add on MyView Ridership to allow parents to see when their child scanned their Z Pass card to enter and exit the bus.</p> <p>FaultIQ® supports all make, all model, all component diagnostic software for medium- and heavy-duty vehicles, regardless of manufacturer. Understand each vehicle's overall health, not just its engine.</p> <ul style="list-style-type: none"> • See a snapshot of your entire fleet on a single dashboard. • Monitor Health and Safety Scores for each vehicle, color-coded based on severity. • Trust recommended action plans based on input from ASE-certified technicians. <p>Optional tablet apps:</p>

		<p>Access™- Manage employee hours online, on one platform. And give drivers access to day-of schedules and tasks, plus manage timesheets, on an app—all without visiting the office.</p> <p>Logs™- Accurately and easily track driver hours for greater compliance. Reduce violations and manage hours online—even for drivers that haul across the U.S.-Canada border.</p> <p>Forms - Understand drivers' well-being before every shift. Have them complete a quick health questionnaire using the secure Employee Symptom Checker in Zonar Forms or use it for other communication needs.</p> <p>Messaging - Communicate with drivers remotely via our messaging tablet app.</p> <p>Navigation - Parking, breaks, meals—equip drivers to plan the best route, on their tablet.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Here are some potential subcategory titles that could describe Zonar Systems' products and services:</p> <ol style="list-style-type: none">1. Fleet Management Solutions2. Telematics and GPS Tracking3. Electronic Inspection Reporting4. Safety Management Systems5. Driver Behavior Monitoring6. Asset Management Tools7. Maintenance Management Solutions8. Environmental Sustainability Solutions9. Data Analytics and Reporting10. Live Video Monitoring and Dashcam Solutions

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>Zonar's Fleet Management information systems:</p> <ul style="list-style-type: none"> • Telematics and GPS Tracking: Real-time location tracking and vehicle performance monitoring. • Electronic Inspection Reporting (EVIR): Streamlined inspection processes that ensure compliance with regulations. • Driver Behavior Monitoring: Tools to assess and improve driver performance and safety. • Maintenance Management: Automated scheduling and tracking of vehicle maintenance and repairs. Predictive maintenance platform for monitoring your fleet's health, down to each vehicle's health and safety score. Covering light duty up to heavy duty assets, all make, model vehicles. • Reporting and Analytics: Comprehensive data insights for decision-making and operational improvements. <p>Zonar systems enhances safety by providing:</p> <ul style="list-style-type: none"> • Real-time alerts for unsafe driving behaviors. • Live video monitoring capabilities for incident management. • Comprehensive reporting on inspection compliance and vehicle status. • Driver coaching tools to improve overall safety performance. <p>Zonar supports sustainability through:</p> <ul style="list-style-type: none"> • Data-driven insights to optimize fuel efficiency and reduce emissions. • Tools for monitoring and transitioning to electric and alternative fuel vehicles. • Reporting features that help track and minimize the environmental impact of fleet operations. 	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Zonar offers a variety of fleet technology related hardware solutions:</p> <ul style="list-style-type: none"> • Zonar Coach™ Dash camera which monitors, alerts, and reports on multiple safety incident types. • Zonar LD™ TCU is a plug-and-play device that plugs into the vehicle's OBD II port. • Zonar V4™ TCU, plug and play into J1939 port. • Samsung Tab Active 3 or 5 • Ztrak - Non-powered assets • Tire Pressure Monitoring (TPMS) • Zonar V4R - Ruggedized TCU for yellow iron • Zpass for student ridership 	*

78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our smart fleet management platform, Zonar Ground Traffic Control®, is a fleets one-stop-shop for all reporting and monitoring needs to make timely, informed decisions. Monitor and manage your fleet, spot trends, dig into details, and uncover hidden costs using a single smart fleet management solution that's accessible anytime, anywhere—on any device.</p> <ul style="list-style-type: none"> • Track your entire fleet in real-time. • Increase uptime with advanced fuel and preventative maintenance reporting • Multiple reports providing fuel efficiency, MPG on your fleet. • Electronic Verified Inspection Reporting (EVIR®) - DOT Pre/Post trip inspections performed electronically and can be pulled into your maintenance software. • Integrate with third-party systems using our open API or Data Stream capabilities • Available on desktop, tablet and mobile devices • The Zonar Coach™ Dash camera monitors, alerts, and reports on multiple safety incident types, including speeding, tailgating, time to collision, possible collision, rollover detection, harsh braking, and harsh cornering. Real time email notifications are available for possible collision and rollover detection incidents. Driver coaching workflow is available on the dashboard to give your safety team the ability to coach, document and save incidents based on each operator. 	*
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Fleet telematics refers to the use of technology to monitor and manage a fleet of vehicles. This can include tracking location data, fuel efficiency, and maintenance needs. Zonar applications work with the Sourcewell fleet telematics data to report on these aspects. Penske Truck Leasing has been an approved TSP and integration partner with Penske Truck Leasing for over 6 years. Zonar Ground Traffic Control® is a smart fleet management platform that provides user-friendly reporting tools, real-time tracking, advanced fuel and preventative maintenance reporting, and more. It also integrates with third-party systems and is available on various devices. Zonar also offers the Zonar Coach™ Dash camera for monitoring and reporting on safety incidents.</p>	*

80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Zonar Ground Traffic Control® is a smart fleet management platform that allows for fleet monitoring and asset tracking. It provides a comprehensive, near real-time map view of all fleet vehicles, whether they are in motion, idling, or powered off. Users can monitor and manage their fleet, spot trends, dig into details, and uncover hidden costs using this single solution. It also allows for tracking of the entire fleet in real-time. Essential details for each vehicle are easily accessible, and users can focus on a specific asset if necessary. The platform also integrates with third-party systems and is available on desktop, tablet, and mobile devices.</p>
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Zonar's Ground Traffic Control® platform offers robust geofencing capabilities, allowing users to create and manage unlimited geofences to enhance operational oversight. These geofences can be manually drawn or imported from other programs, with flexibility in size and shape. The platform supports grouping geofences for more efficient reporting and management.</p> <p>Users can set up alerts and generate reports based on one or multiple geofences, and data is securely stored for 365 days, with additional storage options available if needed. For added convenience, the system allows for data export and subscriptions, enabling storage on a computer or shared network. Real-time alerts notify users of exception events within geofence boundaries, improving response time and operational control.</p> <p>Additionally, the Zonar MyView mobile app uses geofencing to give parents real-time updates on their child's school bus location, enhancing safety and communication</p>
82	Motor pool and fleet sharing solutions services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Zonar offers different methods for identifying specific asset operating personnel. Our EVIR® solution and our Coach Cameras allow for driver association with specific assets. Coming in the near future is an option for customers to use NFC cards for drivers to scan in / out of a vehicle with association on the reporting side.</p> <p>Zonar leverages Power BI to generate customized reports, including driver scorecards tailored to your specific criteria. These dashboards can be customized according to your data visualization needs and are connected through our open API, providing access to data in near real-time.</p>

83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Through the cloud-based Coach dashboard, fleets can access video footage in a matter of minutes. Ability to retrieve video footage on-demand is also supported to help avoid false claims and insurance payouts. Fleets can choose the video type (forward facing, dual facing, side by side, picture in picture), timeframe of video or can request a time lapse of an entire trip. Videos are stored in the Coach portal for six months, and camera storage can store 70 hours of driving time, in the event of on-demand video capturing is needed. Coach also supports live view, giving safety managers the ability to see a current trip in real-time in the event of theft, accidents or real-time river coaching.</p>	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Zonar helps with emissions, greenhouse gas (GHG), and Low Carbon Fuel Standard (LCFS) tracking, reporting, and management in several key ways:</p> <ul style="list-style-type: none"> • Emissions Monitoring and Reporting: Zonar Emissions Check leverages the V4 telematics control unit (TCU) and is certified by the California Air Resources Board (CARB) to provide live engine data for emissions checks. This data can be used to track and report emissions for compliance with regulations like CARB's Clean Truck Check. • Fuel Consumption Tracking: Zonar's ZFuel system tracks fuel consumption data at every half liter, which can be used to calculate MPG loss and driver behavior. ZFuel looks at other inputs including cruise control use, speeding, idling and RPMs to determine areas of improvements. • Idle Time Reduction: Zonar's Idle report can track and report on idle time, which is a major contributor to fuel consumption and emissions. By reducing idle time, fleets can reduce their environmental impact. 	*

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 checked="" type="radio"/> Yes <input 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](#) - Zonar Pricing for RFP 102924 Sourcewell.xlsx - Tuesday October 08, 2024 16:07:49
- [Financial Strength and Stability](#) - Zonar Financial Strength and Stability for RFP 102924 Sourcewell.pdf - Friday October 25, 2024 11:38:37
- [Marketing Plan/Samples](#) - Zonar Marketing Plans Samples for RFP 102924 Sourcewell.zip - Monday October 21, 2024 16:58:28
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Zonar Standard Transaction Document Samples for RFP 102924 Sourcewell.zip - Friday October 25, 2024 11:39:23
- [Requested Exceptions](#) - Zonar Good Faith Legal Statement for RFP 102924 Sourcewell.pdf - Wednesday October 16, 2024 15:57:12
- [Upload Additional Document](#) - Zonar Additional Documents for RFP 102924 Sourcewell.zip - Friday October 25, 2024 11:41:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	<input checked="" type="checkbox"/>	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	<input checked="" type="checkbox"/>	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	<input checked="" type="checkbox"/>	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	<input checked="" type="checkbox"/>	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	<input checked="" type="checkbox"/>	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	<input checked="" type="checkbox"/>	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102924_Fleet Management_Technology Tue September 24 2024 08:22 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	<input checked="" type="checkbox"/>	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	<input checked="" type="checkbox"/>	1