

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: GPS Insight 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 GPS Insight Inc., 7201 E. Henkel Way, Suite 400, Scottsdale, AZ 85255 (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.

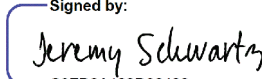
Article 3: Supplier Obligations to Participating Entities

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.

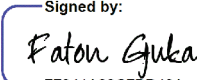
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may 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

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/3/2025 | 8:16 AM CDT

GPS Insight Inc.

Signed by:

77341A99C7BD49A...

By: _____
Faton Gjuka
Title: Chief Revenue Officer
Date: 5/2/2025 | 7:46 PM CDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: GPS Insight, LLC

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

Address: 7201 E Henkel Way
Ste 400
Scottsdale, Arizona 85255

Contact: David Pope

Email: david.pope@gpsinsight.com

Phone: 480-663-9475

Fax: 480-393-8720

HST#: 20-3607878

Submission Details

Created On: Tuesday September 10, 2024 10:53:06

Submitted On: Thursday October 24, 2024 12:57:18

Submitted By: David Pope

Email: david.pope@gpsinsight.com

Transaction #: c9002fe5-8f4f-432e-9c2d-fb6a8d981d7c

Submitter's IP Address: 174.74.254.123

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.	GPS Insight, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	GPS Insight, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4TBUo	*
5	Provide your NAICS code applicable to Solutions proposed.	541511 or 334220	
6	Proposer Physical Address:	7201 E. Henkel Way, Suite 400 Scottsdale, AZ 85255	*
7	Proposer website address (or addresses):	www.gpsinsight.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):	Jevan Anderson CFO GPS Insight, Inc. 7201 E. Henkel Way, Suite 400 Scottsdale, AZ 85255 650-804-5014	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Pope Government Sales Manager 7201 E. Henkel Way, Suite 400 Scottsdale, AZ 85255 480-663-9475 david.pope@gpsinsight.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rob Welch VP Channel and Partnerships 720 E Henkel Way, Suite 400 Scottsdale, AZ 85255 rob.welch@gpsinsight.com Faton Gjuka CRO faton.gjuka@gpsinsight.com 7201 E. Henkel Way, Suite 400 Scottsdale, AZ 85255	

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Company Overview:</p> <p>GPS Insight is a leading provider of telematics and fleet management software solutions, designed to help businesses improve their operational efficiency, reduce costs, and enhance overall fleet performance. Established with a vision to deliver cutting-edge GPS tracking and fleet management solutions, GPS Insight has grown to become a trusted partner for a diverse range of industries. GPS Insight prides themselves on best-in-class North America-based support staff that provides 24/7/365 support to their customers.</p> <p>Origins and Growth:</p> <p>GPS Insight was founded in 2004 by Rob Donat, who identified a significant gap in the market for reliable and advanced fleet management solutions. With a strong background in technology and a keen understanding of the challenges faced by fleet operators, Donat set out to create a solution that would revolutionize fleet management.</p> <p>Starting with a small team, GPS Insight developed its first GPS tracking product, which quickly gained traction due to its innovative features and reliability. Over the years, GPS Insight expanded its product offerings and invested in advanced technologies to stay ahead of industry trends. The company focused on building a robust, scalable platform catering to fleets of all sizes. With a commitment to customer satisfaction and continuous improvement, GPS Insight established itself as a leader in the telematics industry.</p> <p>New Executive Leadership:</p> <p>In recent years, GPS Insight has undergone significant changes in its executive leadership to steer the company toward new growth opportunities.</p> <p>Appointed CEO, Charles Layne, brings with him extensive experience in leading technology and software companies. Under Layne's leadership, GPS Insight has focused on enhancing its product portfolio, expanding its market reach, and strengthening its customer support infrastructure. This new leadership aims to build on the company's strong foundation and drive it to new heights of success.</p> <p>Private Equity Ownership:</p> <p>GPS Insight is backed by Accel-KKR, a leading private equity firm with a strong focus on technology-driven businesses. Accel-KKR's investment has provided GPS Insight with the financial resources and strategic guidance needed to accelerate its growth and innovation. This partnership supports GPS Insight's mission to deliver cutting-edge solutions and expand its market presence, ensuring long-term success and sustainability.</p> <p>Acquisitions:</p> <p>GPS Insight has strategically expanded its capabilities and market presence through several key acquisitions. These acquisitions have enabled the company to offer a broader range of services and integrate new technologies into its platform:</p> <p>Insight Mobile Data: Enhanced the company's mobile data solutions, providing more robust tracking and data management capabilities.</p> <p>StreetEagle: Added advanced fleet management features and expanded the customer base in various industries.</p> <p>Rhino Fleet Tracking: Strengthened GPS Insight's position in the fleet tracking market with additional tracking and telematics solutions.</p> <p>Certified Tracking Solutions: Established a strong presence in the Canadian market with dedicated local support and specialized fleet management solutions with Titan GPS.</p> <p>ServiceBridge: Brought in specialized tools for white van residential service businesses, including job scheduling, dispatching, and mobile workforce management.</p> <p>FieldAware: Introduced a commercial B2B focused product designed to enhance the efficiency and productivity of field service operations for larger organizations.</p> <p>ClearPath GPS: Added more advanced GPS tracking solutions, further enhancing GPS Insight's overall product portfolio.</p>

		<p>Today, GPS Insight serves thousands of businesses across various sectors, helping them optimize their fleet operations and achieve significant cost savings. The company's continued growth is a testament to its dedication to innovation, quality, and customer service.</p> <p>Go-to-Market Focus:</p> <p>GPS Insight primarily targets businesses with fleet sizes ranging from 5 to 500 vehicles, offering scalable solutions that can accommodate fleets of up to 1,000 or more vehicles. This flexibility allows GPS Insight to serve both small and medium-sized enterprises and large corporations. The company's solutions are specifically tailored to meet the unique needs of various industries, including transportation, logistics, field service, and construction.</p> <p>Direct Sales and Channel Partners:</p> <p>GPS Insight employs a comprehensive go-to-market strategy, including both direct sales and channel partners to reach a wide range of customers.</p> <p>Direct Sales: The direct sales team works closely with customers to understand their unique needs and provide tailored solutions. This approach ensures that customers receive personalized service and support, helping them to effectively implement and utilize GPS Insight's solutions. The direct sales team is equipped with in-depth knowledge of the product offerings and industry-specific challenges, enabling them to deliver high-value solutions to businesses of all sizes.</p> <p>Channel Partners: GPS Insight collaborates with a network of channel partners, including resellers, referral partners, and alliance partners, to extend its market reach. These partners play a crucial role in delivering GPS Insight's solutions to a broader audience. By leveraging channel partners' expertise and market presence, GPS Insight can efficiently scale its operations and provide localized support to customers. Channel partners benefit from comprehensive training and resources, ensuring they are well-equipped to represent GPS Insight's products and services.</p> <p>GPS Insight's Core Values:</p> <p>Never Settle Customer Obsession Have Each Other's Back Own It Keep it Real</p>	
12	What are your company's expectations in the event of an award?	GPS Insight expects to continue utilizing Sourcewell as our primary Cooperative Purchasing Contract for government fleets. Sourcewell is and will continue to be central and critical to our government GTM strategy. All of our State Contracts utilize the Sourcewell participating addendum.	*
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.	GPS Insight has been recognized as one of the top 100 privately-held technology companies in North America. GPS Insight has maintained a solid credit rating since 2009. We are profitable, growing, and have a healthy balance sheet. We have never filed for bankruptcy, nor do we have any claims or violations filed against the organization. Additionally, GPS Insight is held by Accel-KKR, one of the top Private Equity Firms in the country, managing an investment fund of over \$19 billion. A copy of our 2023 Financial Audit is attached for support of our financial strength and stability.	*
14	What is your US market share for the Solutions that you are proposing?	GPS Insight's is estimated to have between 5-10% of the US telematics market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	GPS Insight owns and operates Titan GPS, a Canadian GPS tracking company headquartered in Edmonton, Alberta Canada. Our Canadian market share is estimated to be less than 10% in Canada. Titan GPS is currently available on our Sourcewell pricing schedule.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>N/A</p> <p>GPS Insight has not had any bankruptcies of any kind.</p>	*

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?	GPS Insight is a full-service provider of telematics, smart cameras, field service management and compliance solutions. We operate sales and service force inhouse, along with full product, development, operations, training, marketing, and finance teams (170+ full-time employees). GPS Insight uses best of breed GPS hardware from contract manufacturers. We perform annual due diligence to ensure we continue to provide hardware that leverages the best available technology to meet our customers' current needs and the trends/demands identified in the marketplace.	*
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.	GPS Insight is Soc 2 Type II certified and undergoes annual audits to ensure our processes, procedures, and technology are in compliance with these requirements. the Service Organization Control (SOC 2) Type II is an auditing procedure that ensures a service provider securely manages its client's data to protect the interests of an organization and the privacy of its clients. Professional Installation.GPS Insight coordinates with multiple nation-wide installation networks that provide GPS tracking installation/de-installation service. Our contracted installers are Mobile Electronics Certified Professional's (MECP). Additionally, all GPS Insight installers are required to pass a separate GPS Insight Installation Certification test prior to working on any of our customer's vehicles.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	none	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	30 Best Companies of the Year - Business Fortune 2024 IOT Telematics Company of the Year. 2023 - Compass Intelligence Big Innovation Award 2023 - Business Intelligence Group Construction Top Tech 2022 - Construction Executive Sustainability Award 2022 - Business Intelligence Group IOT Vehicle Telematics Company of the Year 2022 - Compass Intelligence	*
21	What percentage of your sales are to the governmental sector in the past three years?	Our government revenue for the last 3 years is between 10-15% of our overall revenue.	*
22	What percentage of your sales are to the education sector in the past three years?	The Education sector represents less than 5% of our overall revenue in the last 3 year.	*
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?	Sourcwell is our only cooperative purchasing agreement. We have a contract with a County is California with cooperative language, but less than 5 customers utilize that contract today.	*
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?	none	*

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 *	
City of Auburn PWD & Police (Sourcewell ID #112786)	Tyler Thompson	253-931-3000 tthompson@auburnwa.gov	*
City of Simi Valley, Administrative Services Department (Sourcewell ID #6779)	Taylor Dacus	805-583-6727 tdacus@simivalley.org	*
Santa Margarita Water District (Sourcewell ID #81710)	Daniel Peterson	949-303-6992 danielp@smwd.com	*
Eugene Water & Electric Board (Sourcewell ID 47002)	Gary Lentsch	541-685-7470	
City of Tacoma Public Utilities (Sourcewell ID #97380)	Patty Gillingham	253-502-8651	

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.	The GPS Insight Sales Force includes direct sellers, resellers, and channel alliance partners. GPS Insight also has teams that cover the United States, with headquarters in Scottsdale, AZ, and Titan GPS's Canadian headquarters in Edmonton, Alberta, Canada.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	GPS Insight's partner ecosystem includes reseller partners who sell GPS Insight solutions in addition to the fleet management, motor pool management, fuel cards, and other fleet-related software they sell directly. This channel ecosystem expands our government footprint and reach. GPS Insight has a team of Government sellers dedicated to pursuing Public Sector business and expanding our existing government customer base.	*
28	Service force.	GPS Insight is one of the only large-scale telematics players offering 100% U.S.-based, 24/7 technical support, 365 days a year. If our customers need technical assistance, 98% of our technical support calls are answered live, by a U.S.-based technical support employee in less than 2 minutes.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	GPS Insight uses Salesforce CRM and all orders go through our system. This has been our standard process for all Sourcewell customers for years. We have made significant improvements aimed at simplifying the experience for customers and will continue to do so. Sales reps work directly with their customers to place orders and send the appropriate paperwork for review and signature.	*
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.	GPS Insight is one of the only large-scale telematics players offering 100% U.S.-based, 24/7 technical support, 365 days a year. If our customers need technical assistance, 98% of our technical support calls are answered live, by a U.S.-based technical support employee in less than 2 minutes. Additional GPS Insight offers account management services for our customers to help drive adoption and ROI with our solution. This is a separate function from technical support and is managed under our customer success teams.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GPS Insight promotes, and encourages all Sourcewell participating entities to utilize Sourcewell as their primary procurement method. Additionally we encourage non-members to consider, and join Sourcewell to simplify their purchasing process going forward.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We offer our solutions to Canadian entities today and will continue to do so. We expect this to increase as we have an office in Edmonton, Alberta for our Titan GPS product. This solution is, and will remain on Sourcewell as a part of our Government Go to Market plan.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will be serving all areas	*
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.	All participating entities will have access to all of our solutions	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restriction applies	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we will make them available to Non-Profits	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The GPS Insight marketing strategy for promoting contracts leverages multiple touchpoints, including email communications, digital ads, postcard outreach, social media promotion, target cadences, call campaigns, and webinars</p> <ul style="list-style-type: none"> • Call Campaigns: Calls from Business Development Representatives will be slotted within the Salesforce cadences, so that recipients experience a multi-touch reminder of the offering. • Content Marketing: GPS Insight will continue to create new content and refresh government content that already ranks highly on the SERP to gain higher traffic and attract new prospects that can be converted or marketed to, including examples such as: <ul style="list-style-type: none"> o Helping Government fleets exceed their goals. o How Government Fleets Use GPS Fleet Tracking Software o Telematics: A Government Fleet Manager's Premier Tool o Government Fleets: Challenges, Solutions, and Trends in 2022, Part I o Government Fleets: Challenges, Solutions, and Trends in 2022, Part 2 • Digital Ads: Search, Display and PMAX ads to drive performance based on certain government sector goals, products, and services catering toward public sector owners, managers, and employees. • Email Communications: An e-mail, with the option of expanding to a series of content, will be sent to government users in the GPS Insight database presenting supplemental information and benefits. <ul style="list-style-type: none"> o Email Campaigns: Email campaigns are a powerful tool for our marketing efforts as they provide a direct and personalized way to communicate with potential and existing customers. Through targeted content, these campaigns help build brand awareness, promote new features or services, and nurture customer relationships, all while being cost-effective and easily measurable for optimization. • Postcard Outreach: This method is optional to allow us to connect with current customers and prospects by mailing physical postcards promoting this special opportunity, requesting interested recipients to reach out via phone, email, or on social media. • Social Media Organic: Facebook and LinkedIn organic posts targeting our existing LinkedIn connections, which included both small business fleets, family-owned companies, and public works outfits. • Social Media Paid Ads: Facebook & LinkedIn ads aimed at government fleet personnel to enhance brand visibility and generate leads. GPS Insight utilizes "lookalike" modeling to effectively target this audience. • Salesforce Cadences: Craft personalized cadences to users within Salesforce that will speak to the products that government users don't currently take advantage of while presenting this opportunity and providing dual promotion of our brands. • Webinars: Host informational and educational webinar sessions providing context for this opportunity between Sourcewell and GPS Insight.
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The GPS Insight marketing team is well versed in a variety of software allowing us to be effective and efficient with all the campaigns we launch. As a software company ourselves, we believe in the power of technology and digital data to spread the word on the solutions we have available. We spend our time building narratives based on data from reliable sources to help deliver a clear message.</p> <ul style="list-style-type: none"> • Adobe Suite: This is our main source and 'toolbelt' to generate and publish our different forms of media. • Analytics and BI: <ul style="list-style-type: none"> o Google Web Analytics and SEO Suite: We leverage statistics from GA4 into Looker Studio to track keywords and data on our customer behavior. In addition, we utilize the remaining google suite such as Search Console, business insight etc. to gain insights and manage our search engine visibility. o Ahrefs and SEMrush: We utilize other third-party software and tools to generate insight into our web visibility, competitor analysis and keyword performance to drive educated, data driven decisions. • ClearScope: This helps us with SEO planning and generation. We use this to ensure we're using the right keywords and phrases to help us with the metadata and spread our message to the right audience. • Canva: A quick tool to create templates for designs or build concepts for ideas that we'll share with the design team. • Highspot: This is our sales enablement, digital library of content and resources for internal and external use. Sales and Customer Support representatives have easy access to share content and materials in a simplified way to prospects. We are then able to track data and insight on the content we send out. • HubSpot: Another means for email marketing to our customers and partners. We'll use the stats there to track our interactions with them. • Salesforce: Use this to send emails to prospects and leads, tracking clickthrough rates, open rates, and other customer data. • Social Media: GPS Insight actively posts on LinkedIn, Facebook, and X (Twitter) as well as sharing and hosting videos on our YouTube channel. <ul style="list-style-type: none"> o Hootsuite: We use this social monitoring tool to manage our posting on our different social media accounts as well as tracking the analytics of the posts. • Vidyad: Provides the tools to help GPS Insight leverage video in our marketing, offering analytics and customizations unavailable on sites like YouTube. Vidyad integrates with Pardot to score prospects based on the frequency of videos viewed and the length of time spent viewing a video. • Websites: GPS Insight utilizes custom built web infrastructures and designs built over WordPress CMS. 	*
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>Our view is that Sourcwell should and will continue to help promote the use and effectiveness of Cooperative Contracts amongst it's constituents and guide interested parties to their website to look at available contracts and vendors they can contact to learn more. It's important that Sourcwell remains objective and unbiased with government entities looking to utilize Sourcwell. We also believe Sourcwell will continue to be a valuable partner in helping GPS Insight make improvements in how we utilize and position the contract to our customers and prospects. We have leveraged this contract extensively and have built in processes for coaching sales reps around the use of our Sourcwell contract as our primary government contract.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Not at this time. We are working on an e-commerce solution and will be scoping the solution to be used for Sourcwell as part of that.</p>	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>GPS Insight offers training programs for every customer on all products and services we offer. Trainings are available through our self-help resources, via live trainings over the web (Zoom) and in person trainings. Trainings are broken down into different categories aimed at delivering effective trainings that covers all the needs of GPS Insight customers and specific users.</p> <ul style="list-style-type: none"> • Administrator Training. The initial live training session typically begins at the administrative level and focuses on establishing a list of users with varying degrees of account/software interface level access. • Non-Administrator Training. Additional training for non-administrative users. WebEx meetings can be recorded for play back for any individuals who are unable to attend. • Self-Paced Training. Online training courses are available for participants to take on their own time. Using recorded videos and a multiple-choice/interactive quiz, learners can assess how well they meet course objectives. 	*

42	Describe any technological advances that your proposed Solutions offer.	We offer technological advances in two primary areas. First, we leverage the latest technology from each of our hardware manufacturers and incorporate those advances into our software solutions. Specific examples of this include our camera solution utilizing the latest in Artificial Intelligence, Computer Vision and Edge Computing to drive advanced safety reporting, in-cab coaching and driver engagement. While we are positioned to incorporate these advances into our software very quickly and in an ongoing manner, our main technology difference is our software and how we use our software to simplify data management. We have specific product features that cater to fleets of all sizes and are designed to simplify the overall user experience and provide actionable insights with the data we provide.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<ul style="list-style-type: none"> • The GPS Insight headquarters' facility (located in Scottsdale, AZ) has received the U.S. Green Building Council's LEED® certification for exceptional achievement in sustainable design. • GPS Insight has a partnership with the Go Green movement, which has resulted in the employment of a device-level script especially for hybrid vehicles that maintains a continuous trip as long as physical and/or electronic movement occurs within two minutes. • All GPS Insight devices are packaged using recyclable, plastic cases with limited shrink wrap. Installation manuals and inserts use a minimal amount of paper (duplex, small size) and provide QR codes for accessing additional content digitally. 	*
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.	Because GPS Insight is not a hardware manufacturer, our company has not received ecolabels, ratings or certifications on the hardware used in our solutions.	*
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>At GPS Insight, our business is customer-centric driven and our mission is to deliver innovative solutions and actionable insights to our customers. Our teams follow processes to ensure we provide our customers with industry best experiences for deployments, onboarding and training, and ongoing project implementation. With this in mind, GPS Insight's core competencies are as follows:</p> <ul style="list-style-type: none"> • Consultative/Partnership Approach - We work together to build solutions for you. You know your fleet better than anyone, and we work to understand your requirements while coaching you on possible solutions. • Configurable Software - GPS Insight believes that no business is the same and that you deserve more than just a generic GPS tracking product. We give you the information you need, when you need it, the way you want to see it. • Dedicated Account Management - We provide resources for consultation, training, account reviews, adding devices, and more. • U.S.-Based 24/7/365 In-House Customer Support - Our Support team is always available by phone or e-mail to verify installations, troubleshoot issues, and answer questions. We want to help you get the most out of your investment. • GPS Devices for All Fleet Types - We provide devices for Light-Duty, Heavy-Duty, Electric, Hybrid, Powered/Non-Powered Assets, and Electronic Driver Logs. • • SOC 2 Type 2 Certified - GPS Insight is SOC 2 Type 2 certified/compliant and undergoes annual audit to maintain this status. <p>Our goal as a business is to understand your strategic initiatives and connect data to your strategies to drive improvement. Lastly, we have processes, resources, and teams in place to ensure our customers are successful and able to measure project results.</p>	*
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	GPS Insight is Soc II Type II Certified and is audited annually against our policies and procedures for that certification. An Attestation Report for our latest audit can be provided if needed.	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	currently not in our solution.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	Our vehicle tracking offers driver scorecards, seatbelt tracking and first movement compliance solutions to help improve safety. Our Driveri Smart camera is a comprehensive safety solution that coaches drivers in real time in the cab, to eliminate unsafe events. It offers advanced in person coaching, and automated driver coaching to ensure drivers are improving behavior and reducing events that lead to accidents. Driver also offers accident notifications and FNOL of loss capabilities to assist fleets with accident management.	*

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

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Default payment terms are Net 30. We support multiple payment methods including eft, check, p-card, credit card, etc.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Customers can purchase hardware on month-month contracts or are provided free hardware on 36-month terms. Standard professional installation is included for free for customers on annual billing.	*
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.	Each customer receives an estimate via Salesforce CRM that documents all specific products and charges, etc. It also includes the standard terms and conditions for our software and products.	*
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, P-cards are an accepted form of payment at no additional cost.	*

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.	Hardware cost is based on the contract term and range from an upfront fee on month to month agreements and free on a 36 month term. Monthly service price is based on the product/plan chosen and volume of units tracked. Professional installation is an upfront cost or included for free when customers choose annual service billing. For Sourcewell's price schedule, we have extended discounts beyond the volume tiers for fleets of all sizes.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount extended to Sourcewell participating fleets varies by product and plan, but it is, on average, 15-30% off our MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	We have standard volume pricing but have extended additional discounts to fleets of all sizes.	*
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.	GPS Insight has not had to offer "sourced" products or services through Sourcewell to date, but if required can do so at a cost-plus % increase, not to exceed 10%.	*
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.	Trip charges for professional installation are not included in our list pricing. Trip charges only apply in certain situations and those are disclosed to customers in our Professional Installation Terms and Conditions. Trip charges are always presented to the customer in advance and must be agreed to in writing. Non-Standard Installation Work is provided in addition to the cost of Professional Install. This work is typically required for extensive out of cab wiring or custom integration work beyond a typical install. Non-standard installation work is billed hourly and communicated to the customer upfront as part of the installation project plan.	*
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.	Shipping is included with our Sourcewell Pricing via UPS 2-Day Air. Some hardware must be shipped via Ground based on shipping rules for lithium-ion batteries.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	These shipping options are available for Alaska, Hawaii , and Canada.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers can choose to ship overnight at their expense or to have shipping billed to their UPS account number. We can also ship via FedEx for customers that prefer this shipping method and can use their contract for shipping rates.	*
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.	GPS Insight's Sales Operations team performs QA checks on all sales orders that are processed through our system, ensuring proper and accurate pricing in accordance with GPS Insight policies or the agreed-upon contract term with partners/purchasing alliances. GPS Insight utilizes and ERP/CRM solution that allows us to assign a buying agency to all customers utilizing a Cooperative Government Contract. As a result, all orders and invoices are tagged with Sourcewell Buying Agency identifier, which allows us to automatically track and report on all sales order, invoices and payments made on by customers utilizing Sourcewell's contract. This information is also integrated into our data analytics software, DOMO, to provide real-time visibility into contract performance. last, an employee in our accounting department is assigned the Sourcewell contract and responsible for reviewing all quarterly Sourcewell numbers and ensuring prompt delivery and payment of the administration fee. We underwent a CRM change in 2023/2024 that led to some delays in payments for a period of time due to system migrations, but those issues have been resolved and are now back on track. .	*
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 report on government sales by segment and also by contract entity. To track effectiveness of our Sourcewell agreement we look at our total % of sales and what % are being transacted through the Sourcewell contract.	*

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.	GPS Insight will continue to pay Sourcewell a 2% administration fee under the next four years of this contract if awarded for a third contract term. Our Sourcewell billings have consistently grown each year and we believe will continue to grow with new products and services available to this customer base.	*
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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.	GPS Insight uses volume based pricing and term length to price each customer. For Sourcewell customers, we have offered significant volume tier discount to fleets of all sizes to ensure we are being as competitive as possible for this contract. Additional discount are available for fleets that exceed the discounted volume tier for Sourcewell.	*

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.	GPS Insight offers Fleet Tracking and Telematics, Video-Based Safety, ELD/HOS and DVIR, and Field Service Management Solutions.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Fleet Tracking. Our fleet tracking solution includes the following sub-categories: Vehicle tracking, powered equipment tracking, non-powered equipment tracking, trailer tracking, and other asset tracking. Fleet tracking offers numerous features and capabilities including vehicle management, vehicle and fleet maintenance, diagnostics, safety reports, driver scorecards, utilization and numerous other features.</p> <p>Video Based Safety - We offer multiple video-based safety solutions. All In One Cameras. AI Smart Cameras with options for forward-facing cameras only or in-cab and forward-facing cameras.</p> <p>We offer multiple ELD/HOS and DVIR only solutions for government fleets.</p> <p>Field Service Management - multiple products are available within our Field Service Management Platform, and while typically reserved for non-government fleets, GPS Insight is willing to provide these solutions to customers who have a need and/or are interested. These solutions include advanced scheduling, routing, and work order management, amongst other features.</p>	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Fleet management information systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	We integrate with numerous FMS, FMIKS and FMC's and offer this integration to our customers at no additional cost.	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer fleet tracking, fleet maintenance, utilization management, and other solutions for fleets.	*
78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	All GPS Insight products are web based or mobile based software applications.	*
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer diagnostic connection and telematics data as part of our Fleet Tracking Solution	*
80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fleet monitoring, visibility and asset tracking are part of our fleet tracking solution	*
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Geofencing is included in our Fleet Tracking solution	*
82	Motor pool and fleet sharing solutions services	<input type="radio"/> Yes <input checked="" type="radio"/> No	We integrate and partner with Motor Pool and fleet Sharing solutions, who also resell our products and are on Sourcwell.	*
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	we offer integrated video solutions with dedicated safety management tools	*
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	This is included in our Fleet Tracking solution.	*

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

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

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - GPS Insight Pricing - Sourcewell Contract 102924.pdf - Wednesday October 23, 2024 11:18:53
- [Financial Strength and Stability](#) - 2023 Audit - GPS Insight Inc - FINAL.pdf - Wednesday October 23, 2024 11:19:03
- [Marketing Plan/Samples](#) - Marketing Plan Documents.zip - Wednesday October 23, 2024 14:41:10
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday October 23, 2024 14:42:11
- Requested Exceptions (optional)
- [Upload Additional Document](#) - GPS Insight Response Final - Sourcewell RFP 102924.pdf - Wednesday October 23, 2024 11:25:57

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. - Tyler Mortensen, Chief Strategy Officer, GPS Insight, 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