

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: Lytx, 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 Lytx, Inc., 9785 Towne Centre Drive, San Diego, CA 92121 (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) **Intentionally Omitted.**

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.** Upon execution of the Agreement, 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.
 - \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 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

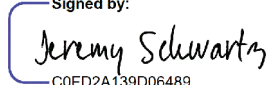
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

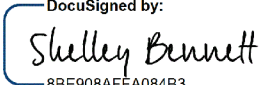
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

Lytx, Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/12/2025 | 7:29 PM CDT

DocuSigned by:

 By: 8BE908AFFA084B3...
 Shelley Bennett
 Title: SVP General Counsel
 Date: 5/12/2025 | 12:22 PM PDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Lytx, Inc.

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

Address: 9785 Towne Centre Dr.
San Diego, CA 92121

Contact: Kimberly Pence

Email: kimberly.pence@lytx.com

Phone: 858-380-3041

Fax: 760-917-0806

HST#: 33-0794096

Submission Details

Created On: Wednesday October 09, 2024 12:17:27

Submitted On: Tuesday October 29, 2024 14:32:53

Submitted By: Steve Ball

Email: sball@lytx.com

Transaction #: 364d36c5-9ce7-4cbe-8445-b6c97dc85c8d

Submitter's IP Address: 99.178.133.50

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.	Lytx, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1GDZ1	*
5	Provide your NAICS code applicable to Solutions proposed.	334220 Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	
6	Proposer Physical Address:	9785 Towne Centre Drive San Diego, CA 92121	*
7	Proposer website address (or addresses):	www.lytx.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):	Shelley Bennett SVP, General Counsel 9785 Towne Centre Drive, San Diego, CA 92121 sbennett@lytx.com 858-380-3157	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kimberly Pence, Key Account Director 9785 Towne Centre Drive, San Diego, CA 92129 kimberly.pence@lytx.com Direct 858-380-3041 Mobile 760-917-0806	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

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

Line Item	Question	Response *	
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Lytx was launched in 1998 in San Diego as a result of a road-rage incident where the company founders had an idea to help improve visibility of what was happening during traffic incidents. Lytx's passion and commitment that secured Lytx the top spot as the global industry leader – employing hundreds of engineers, scientists, and client services team members. Today Lytx is protecting more than 5,500 commercial and government fleet clients; over 3.4 million drivers globally who drive 40 billion miles annually.</p> <p>Lytx's Mission: Our mission is to help clients transform the safety of their fleet and the culture of their operations to keep their fleets and drivers safe, optimize performance, and positively transform operations.</p> <p>Lytx Culture: Lytx proudly serves our clients, working to help ensure that our programs are continually delivering results, and reaching our clients' goals. At Lytx, our success is based on our clients' success.</p> <p>At the foundation of Lytx's program and corporate results is the "Lytx DNA," which can be defined as "who we are":</p> <ul style="list-style-type: none"> • We are one team... One Team, One Rope, One Direction • We are Intellectually Honest • We measure our success by the client experience • We strive to continuously <p>Lytx Employees: To make a difference every day with technology that helps save lives each year, Lytx hires and retains people who embody a specific set of qualifications that reinforce Lytx's culture and mission:</p> <ul style="list-style-type: none"> • Hungry - Self-motivated and pursues everything with energy, drive, and a need to finish. Willing to take charge and try new things. Resourceful and has the ability to seek answers with little direction and is a relentless. • Humble - High integrity and low ego. Puts the good of Lytx and the team above personal praise and Self-aware of strengths and opportunities. Admits mistakes and seeks feedback without getting defensive. • Capable - Steadfastly pushes self and collaborates with others to get results. Has the functional and technical knowledge and skills to get the job done at a high level of performance. Knowledgeable in current and possible future practices, trends, and technology affection his/her function. <p>Lytx wants to ensure that no commercial/professional driver is the cause of a collision on our roadways. As the leading provider of video telematics, analytics, safety and productivity solutions for commercial, public sector and field services fleets, Lytx helps make our roads safer. We harness the power of video to help clients see what happened in the past, manage their operations more efficiently in the present, and improve driver behavior to change the future. Our customizable services and programs span driver safety, risk detection, fleet tracking, compliance and fuel management. Using the world's largest driving database of its kind, along with proprietary machine vision and artificial intelligence (MV+AI) technology, we help protect and connect thousands of fleets and more than 3.4 million drivers worldwide.</p> <p>In 2023 Lytx celebrated 25 years of forging the intersection between safety and technology. After the company introduced the original DriveCam® device in 1999, the first ever crash recording device for vehicles, Lytx jump-started a new industry and continues to revolutionize the telematics market today. Over the past 25+ years, Lytx has developed and introduced numerous technological advancements that have accelerated the industry forward and awarded the company over 200 issued and pending patents. Its machine vision and artificial intelligence (MV+AI) technology, first introduced in 2015, quickly became the gold standard for companies looking to detect distractions and risk, inside and outside the vehicle. Working closely with thousands of clients and millions of drivers, Lytx continues to innovate new ways to help fleets operate more safely and efficiently, while saving lives.</p> <p>Lytx is investing in the next 25 years with the Lytx Vision™ Platform, featuring the only API-first platform in the market for building value-added video safety and video telematics applications using MV+AI. The Lytx Vision Platform further leverages the power of the company's expertise in video services, big data, and AI to give companies powerful, scalable, and configurable technology and tools they can use to integrate with other applications and to create their own custom solutions.</p> <p>We remain committed to breaking new ground, exploring the frontiers of technology, and reinventing ourselves based on the needs of our clients and the industry as a whole.</p>
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12	What are your company's expectations in the event of an award?	<p>With this award, Lytx will continue to build upon our success in the State and Local Government arena. Multiple existing clients, including the City of Atlanta, are anxious to renew their contracts with us pending the outcome of this RFP. We have worked with the following state and local government and education clients, and are looking to expand our market opportunity.</p> <p>City of Atlanta, GA City of Baltimore, MD City of Beverly Hills, CA City of Jacksonville, FL City of Kansas City, MO City of Murfreesboro, TN City of North Miami, FL City of Plano, TX City of Porterville, CA City of Roswell, GA City of Virginia Beach, VA Fairfax County, VA Fox Valley Technical College, WI Jacksonville Transportation Authority, FL Manatee County, FL Okaloosa County Sheriff, FL Orange County, FL Polk County, FL Rivanna Solid Waste Authority, FL Sussex County, DE Tempe Union High School District, AZ Township of Logan, NJ Village of Schaumburg, IL</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Lytx is a privately held company and does not generally make its financial statements and details available to third parties. Founded in 1998, Lytx has booked more than 1.25 million subscriptions. More than 5,500 organizations, with fleets of all sizes and across all sectors, are experiencing the benefits of Lytx firsthand.</p> <p>Lytx is in good financial standing and does not hold any public debt. With a strong balance sheet, excellent private equity investors, and positive earnings before interest, tax, depreciation, and amortization ("EBITDA"), Lytx is here for the long-term to support our clients as their fleet management needs grow and evolve. Lytx's DUNS number is 029-499-454. Lytx would be happy to schedule a call with our Chief Financial Officer to discuss our financial growth in detail upon request.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>88% share for large fleets in North America (US + Canada) – 2022 Frost & Sullivan Company of the Year, Best Practices Awards</p> <p>35% share globally (both our DriveCam and Surfsight products) – 2023 Frost & Sullivan Growth Opportunities in the Global Video Telematics Market report</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>88% share for large fleets in North America (US + Canada) – 2022 Frost & Sullivan Company of the Year, Best Practices Awards</p> <p>35% share globally (both our DriveCam and Surfsight products) – 2023 Frost & Sullivan Growth Opportunities in the Global Video Telematics Market report</p>	*
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.	Lytx has never petitioned for bankruptcy protection.	*

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?	Service Provider. Lytx is the manufacturer of our DriveCam event recorder hardware units and of the web portal where our clients access video and data collected via the event recorder. We provide analytical insight into the data collected to identify risky driving and policy violations, and a proven driver coaching workflow that can lead to a reduction in risk and collisions. Lytx provides training on the use of our web portal, as well as best practices and data-driven reviews of the Lytx program's effectiveness with our clients. Lytx employs a direct sales force in the United States and Canada that has a specific focus on Government clients. This sales team is differentiated from our commercially focused sales team by their experience working with Government entities and understand the nuances of Government needs, purchase processes, and the political and union environments that often exist within this specific industry.	*
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.	N/A	*
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.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<ul style="list-style-type: none"> • 2024 Best AI Use Case and Implementation Award - 2024 Field Service Conference (co-winner with client, Smart Care Solutions) • 2024 FreightTech 100 - By FreightWaves magazine • 2024 Compliance Solution of the Year - By AutoTech Breakthrough Awards • Market Leader, Fleet Management Software - FeaturedCustomers Customer Success Summer 2024 Report • Overall Leader - ABI Research 2023 Commercial Video Telematics Solutions • Gold Award in "Transportation" category, Silver Award "Company of the Year - Transportation (Large) category - 2022 Stevie Awards • 2022 Top Food Chain Technology - By Food Shippers of America • 2022 Vehicle Telematics Innovation of the Year - by By AutoTech Breakthrough Awards • 2020 FL100+ Top Software and Technology Providers - By Food Logistics magazine • 2020 Vehicle Telematics Company of the Year - By AutoTech Breakthrough Awards • Construction Equipment Top 100 New Products of 2020 Award - By Construction Equipment magazine • 2020 Marathon Petroleum Vendor Award - Marathon Petroleum (Lytx client) • 2020 Supply & Demand Chain Executive's SDCE 100 - Supply & Demand Chain Executive • 2020 EC&M Product of the Year - By Electrical Construction & Maintenance (EC&M) magazine 	*
21	What percentage of your sales are to the governmental sector in the past three years?	Sales to the governmental sector have ranged from 1 - 5% of sales in the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	The education sector has been less than 1% of sales in the past three years.	*
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: 0.7% of sales.	*
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?	GSA Contract GS-35F-0623S: 1% of sales.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Atlanta, GA	Kathy Lloyd	404-546-1858	*
City of Kansas City, MO	Sherri Adams	816-513-6623	*
Orange County, FL	John Petrelli	407-836-9636	*

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 Lytx direct sales force for the DriveCam product is over 40 salespeople. Each seller has been trained on government contracts and is supported by two subject matter experts; veteran Lytx salespersons with extensive history supporting government accounts. The Lytx sales force is led by a Chief Revenue Officer. Each sales team has a Commercial Leader, a dedicated Marketing contact, and a Client Development Manager (CDM). The CDM is responsible for the follow up of leads, marketing promotions, and setting initial meetings for the salesperson.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Not applicable to the Lytx DriveCam product.	*
28	Service force.	<p>At Lytx, our clients' success is our success. Client satisfaction is of paramount importance to Lytx and our client support methodologies helps ensure strong ongoing connection throughout the life of your program.</p> <p>Reporting to our Chief Revenue Officer is a team of nearly 70 Client Success professionals dedicated to supporting the daily operations of our clients. Once the solution has been implemented, clients are assigned a highly-trained Client Success Manager (CSM) to serve as an expert resource and primary point of contact. After implementation and program kickoff, the CSM conducts weekly (or bi-weekly) program status calls as needed with program managers, coaches and supervisors. During these calls, Lytx will share best practices, provide on-going program support, and coach training. The CSM will also conduct periodic program reviews to review the progress of the Lytx program and provide benchmark data and best practices to help client continue to improve.</p> <p>Reporting to our Chief Operating Officer, our implementation team of nearly 50 employees is tasked with deploying our solutions with our clients. An Implementation Project Manager is assigned to each deployment to manage the successful installation of technology into vehicles. Additional Lytx resources, including a Client Project Manager and Client Onboarding Manager, may be assigned to each deployment as needed.</p> <p>Also reporting to the Chief Operation Officer, our Customer Support (Technical Support) team of over 40 employees manages technical escalations and provides data reporting and provisioning support to our Customer Success teams. Additional information on this team is available in section 4.5 below.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders may be placed by contacting Sourcewell's assigned Lytx salesperson, Kimberly Pence, or via our Order Management team at orders@lytx.com. A sales quotation with prices from our Sourcewell price book will be generated for the client to approve. The customer will receive a link via email to review the quotation document and electronically sign.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Lytx Customer Support is available 24/7 via an unlimited toll-free support line or online at support@lytx.com, for all issues related to Lytx's hardware, software applications, data administration, and program questions. Our SLA for phone calls is 85% of calls answered within 30 seconds. Our SLA for email is all cases have a first action within 24 hours.</p> <p>To provide this support, Lytx is structured into three Tiers – Level 1, Level 2, and Level 3. Level 1 support is capable of resolving most technical and customer support issues with first call resolution above 60%. Each time a customer contacts Customer Support, a support case will be logged. Support cases are automatically escalated to Levels 2 and Level 3 if the resolution is not achieved within two business days. In addition, a customer may always request to escalate the support case if it is not being handled to their satisfaction. Level 3 technical support, responsible for escalations and provisioning, can be reached live during business hours, Monday-Friday, from 6 AM to 5 PM PT.</p> <p>Client satisfaction is our primary goal, and Lytx measures that satisfaction through a "Closed Case Satisfaction" survey. Surveys are randomly sent to approximately 10% of our closed cases. Each unsatisfactory response receives a call-back from a Lytx Client Development Manager within one business day to understand the concern and resolve the problem to the best of their ability. In addition, Lytx tracks these satisfaction results in an effort to continuously improve our service and has consistently met our target to achieve 95% or better on case resolution satisfaction. Lytx also provides many proactive health checks to electronically monitor the operating status of video event recorders. An event recorder, under normal conditions, will synchronize with Lytx systems once a day. However, factors such as location, hardware or vehicle maintenance, and weather conditions can prevent a VER from checking in. Clients are able to access reports of VER check-in status including how many VERs have become overdue directly from their Lytx account dashboard. Lastly, Lytx event recorders transmit logs during their check-in, and are monitored for a number of out-of-compliance conditions (e.g., voltage, excessive remote clips – a sign of corrosion, etc.).</p> <p>The Lytx platform performed with 99.9% availability over the past 12 months. Clients may access our system status page at status.lytx.com for real-time and historical performance and scheduled maintenance. Clients also have the option to subscribe to email and SMS updates.</p> <p>Additionally, the Lytx Support Center, available to all clients through the Lytx account, includes a wealth of training resources and documentation – all in one place, all on-demand, including how-to articles, tutorial videos, webinars, and eLearning paths.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Lytx currently supplies and services throughout every state in the US, plus US territories. With more than 1.25 millions active subscriptions, we have an extensive reach of deployment.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Lytx currently supplies and services throughout Canada. With more than 1.25 millions active subscriptions, we have an extensive reach of deployment. This includes an established relationship with a Canadian cellular provider. Of note, Lytx does not provide Canadian-specific pricing. Sales quotations will be provided based on the Sourcewell contract's US pricing and converted to CAD based on conversion rates at the time of quoting.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no limitations to providing our services within the United States and Canada.	*
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.	There is no limitation for Lytx to provide services to Sourcewell participating entities.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions for contracts that apply to Sourcewell members in Alaska, Hawaii, or specific US territories, except where cellular service may require unique requirements, such as in Guam or American Samoa. Lytx would need to understand those unique requirements better.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Lytx will promote the Sourcewell contract nationally with various marketing activities, including, but not limited to announcements, press releases, collateral, trade shows, seminars, presentations, website, social media, and newsletters. With permission from Sourcewell, Lytx would also utilize the Sourcewell logo as a recognizable asset, which would help attribute sales directly to our membership with Sourcewell.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Lytx maintains a sophisticated and comprehensive marketing capability that delivers several high-quality initiatives, leveraging but not limited to the following channels:</p> <ul style="list-style-type: none"> • Brochures and fact sheets • Press releases • Email campaigns • Trade show participation • Website • Blog • Newsletters • Industry speaking engagements • Articles in industry-leading publications • Case studies and video testimonials • Webinars • Online display and search advertising • Social media presence on Facebook, Twitter, LinkedIn, and YouTube <p>Lytx uses a national news wire to distribute our press releases and best-in-class email service to distribute email blasts to clients and prospects. Our website uses a CMS system, so news and updates can be posted immediately through internal resources. We participate in trade shows in a variety of industries around the country throughout the year. Lytx regularly promotes its government clients through articles, case studies, and testimonials. These are developed from in-depth interviews with the organizations to understand their unique challenges, highlighting how clients leveraged our solutions to solve those issues. Additionally, Lytx continually promotes its clients, technologies, and services through articles in industry-focused magazines, newspapers, websites, and blogs.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We see value in our current relationship with Sourcewell through your product catalog, brochures, and newsletters. We want to continue to use Sourcewell as our premier contract vehicle in working with state and local government constituents to shorten the sales cycle and eliminate the need for costly RFPs. We have already found that the Sourcewell contract has been an easy way to convert customers that may have purchased directly via RFP or another cooperative contract.	*
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.	Lytx does not use an e-procurement ordering process.	*

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

Line Item	Question	Response *	
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41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Lytx provides various training options to help ensure our clients achieve success with their Lytx DriveCam solution. Based on discussions and findings in the deployment planning process, we tailor training options to meet our clients' needs. Typical training includes self-paced eLearning modules based on roles (coaches and program/safety managers) coupled with a post-training, live webinar session with the Client Success Manager. In most cases, training includes eLearning Training, Post-Training Webinar, and Optional Installation Training.</p> <ul style="list-style-type: none">• Ongoing Training and Communication - As part of the Driver Safety Program, after implementation and program kickoff, the Client Success Manager will conduct weekly (or biweekly) program status calls as needed with client coaches and supervisors. During these calls, the Client Success Manager will share best practices and provide on-going program and coaching training. This ongoing training is included at no additional cost as part of the Driver Safety Program.• Lytx Support Center - Our Lytx Support Center provides communication and training tools that help clients gain their drivers' support before, during, and after the Lytx solution implementation. Clients have access to best practices and materials that will help roll out their programs efficiently. These include a program introduction email, coach/manager meeting best practices, communications, driver meeting agenda and materials, a driver onboarding video, reminder communications, and celebrating success. This online resource is included at no additional cost as part of the Managed Services subscription of Lytx's Driver Safety Program.• Installation Training - For clients that desire installation training in addition to the Lytx Support Center materials and implementation team guidance, Lytx offers optional client readiness trainings for clients looking for a consultation with a Lytx Installation professional. Both online video consultations and on-site installation demonstrations are available.
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42	Describe any technological advances that your proposed Solutions offer.	<p>The Lytx DriveCam event recorder and Driver Safety Program offer the following benefits:</p> <ul style="list-style-type: none"> • Continuously Recorded Video & Live Streaming - The DriveCam SF400 event recorder captures up to 400 hours of continuously recorded video inside and outside your vehicles that can be configured to record even when the vehicle ignition is turned off. Up to 600 hours with the addition of the Lytx Hub Adapter and one to four auxilairay cameras. On-demand* access lets you retrieve video when you need it, instead of waiting days for your video telematics provider to find a clip for you. You can also use our intuitive "search and find" technology to pinpoint the clip you're looking for—up to 20 minutes long—then trim and transfer it to your online Lytx account video library or download it to keep for as long as you want. The Lytx Video Platform also offers Live Stream, so you can see what's happening in and around your vehicles in near real-time. Lytx's Live Stream can help you troubleshoot problems in the field, assess weather conditions, check on unauthorized use of your vehicles, improve coaching, and more. *Subject to cellular connectivity • Machine Vision Event Triggers and In-cab Alerting - Not all AI technologies are created equal. Lytx's proprietary approach combines more than 26 years of experience + video telematics + Machine Vision and Artificial Intelligence (MV+AI) technology informed by the largest dataset of its kind to help deliver true risk and reduce noise and false positives. Our MV+AI technology enables Lytx to detect when a risky driving behavior has occurred; capture video of those events; and empower drivers to self-correct risky driving behavior using real-time, in-cab audio and light alerts. Additionally, Lytx understands that no two organizations have the same needs. We enable our clients to adjust the different device and program dials to meet their drivers and vehicles' needs. Lytx's highly configurable MV+AI is innovation done right. • Lytx APIs - Lytx's open-ended APIs integrate with third-party systems, allowing clients to transfer information between Lytx and their internal and third-party systems that store fleet data. Our APIs are included with all Lytx products and increase efficiencies by eliminating manual processes and facilitating advanced reporting using multiple systems data. • Configurable Solutions - Lytx's Driver Safety Program + Fleet Tracking Service provides a one-stop solution for our clients' fleet management needs. Our highly configurable solutions allow clients to turn features on or off as needed to address privacy concerns, facilitate stakeholder buy-in, and meet safety needs. Our solutions are also scalable, allowing clients to grow at their own pace to meet changing fleet-management needs. • Expanded Driver Engagement Tools - Lytx's driver-powered safety solution lets drivers check in to see their own videos and performance statistics at the end of their trips for a new perspective on past events. The Lytx Driver App , a dedicated iOS and Android app, is designed just for drivers to see their events and performance on the go. In addition to logging into their web-based Lytx account, fleets can set drivers up to receive automated, weekly emails of their driving performance without requiring a login. • ECM Connectivity - The DriveCam event recorder can connect to a vehicle's J1939 or OBD-II port to capture vehicle data. When available via these ports, the vehicle's odometer data, engine hours, and diagnostic trouble codes will be captured and displayed in the Lytx account. The portal also uses this data or odometer/hours captured via GPS to allow users to track maintenance data. • Lytx Lab - All Lytx clients have access to Lytx Lab, a free application we can employ to expose experiments and developments to our existing clients to help us optimize these experiments before bringing them to the market. In the Lytx Lab clients have visibility into some of Lytx's latest developments leveraging our unmatched data sets in new innovative ways. Current experiments include Unified Map with multiple information layers available including weather warnings, traffic, route risk, road-view of current still images from the Lytx Camera Network, and Road Conditions AI.
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>We have made multiple sustainability commitments at our Lytx offices:</p> <ul style="list-style-type: none"> • At our San Diego, CA headquarters we use solar panels, targeted carbon offset of 354 mCO2e, upgraded to LED lighting and occupancy sensors throughout, and began recycling program initiatives with our client, Waste Management. We will be adding EV charging stations within the next year. • Opened two new Centers of Excellence that are both LEED-certified offices. <p>In 2023, Lytx solutions helped clients reduce energy use in several ways including:</p> <ul style="list-style-type: none"> • An estimated \$678 million savings in fuel costs • An estimated \$493 million savings on vehicle maintenance • Our clients saved \$1.7 billion on claims costs in <p>Our solutions help fleets reduce use gas emissions in several ways including:</p> <ul style="list-style-type: none"> • Route Optimization: With GPS fleet tracking you can optimize driver routes in real-time* based on changing road, traffic, and weather conditions to reduce travel time and fuel consumption. • Incident Prevention: Real-time alerts can help drivers correct unsafe behaviors in the moment, while coaching workflows can help correct continual behaviors, reducing environmentally polluting collisions. • Vehicle Maintenance: Keeping on top of routine maintenance with scheduling will help ensure your vehicles are always operating at peak engine performance, resulting in reduced emissions. • Driver Training: By tracking vehicle idling, harsh-braking, inefficient routes, and more, you'll have the data insights you need to encourage better and more efficient driving habits across your fleet. • Driver Inspections: A healthy vehicle is a more efficient vehicle. Driver vehicle inspection reports (DVIRs) are an invaluable tool to ensure vehicles are always healthy, safe, and ready for the road. <p>We have launched a Fleet Sustainability page at https://www.lytx.com/fleet-sustainability to highlight the environmental benefits Lytx services can provide our clients. We have also attached multiple documents with our submission that highlight the sustainability benefits of video telematics and results our clients have seen.</p> <ul style="list-style-type: none"> • The Road to Sustainability: Why Efficiency is the Key White Paper • How to Use Video Telematics to Reduce Collisions & Save on Insurance Costs White Paper 	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Lytx devices are designed to meet “automotive-grade standards,” meaning they must withstand extreme temperature ranges, high physical stress, voltage spikes, reverse voltages, wideband electrical noise, and fail-safety design. Lytx hardware is stamped FCC (US), IC (Canada), NOM/IFT 9 (Mexico), CE (EU), and e-Mark (EU).</p>	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Lytx offers several unique offerings that differentiate us.</p> <p>Lytx Data Leadership Lytx technology is validated and backed by the largest and fastest-growing driving database of its kind, which is currently growing by approximately 350,000 new driving events each day, further training and improving its algorithms. In 2023, we added 40 billion miles of data to our database, bringing the total to 261 billion miles of driving data—the industry's largest database of its kind.</p> <p>Annual "State of the Data" Report Each year Lytx releases its annual "State of the Data" report with insights on vehicle fleets and the increased risks that drivers face on roadways. Lytx's 2024 "State of the Data" report identifies heightened levels of risk on the roads and a greater urgency for fleets to decrease unsafe driving behaviors. Notable findings from this year's report highlight how as roadway risk increases, the importance of knowing how to drive safely, as well as the understanding of the risks associated with when and where to drive, become more vital and can play a significant role in overall fleet safety. Read more at https://www.lytx.com/news-events/press-release/2024/state-of-the-data-2024.</p> <p>Benchmarking Lytx provides industry insights via the Lytx Intelligence portal, comparing clients' collision trends to those of industry peers.</p> <p>Lytx Lab Lytx Lab is a methodology that we employ to expose experiments and developments to our existing clients to help us optimize these experiments before bringing them to the market. In the Lytx Lab clients have visibility into some of Lytx's latest developments leveraging our unmatched data sets in new innovative ways.</p> <p>Driver/Coach of the Year Each year Lytx recognizes drivers and coaches who have excelled with their engagement in the Lytx program and have enhanced the overall image of the transportation industry with their contributions to safety. 2024 winner information and the nomination process is available at https://www.lytx.com/news-events/press-release/2024/lytx-announces-winners-of-2024-driver-of-the-year-and-coach-of-the-year-awards.</p> <p>Lytx DVIR Service Unlike many other providers of all-in-one fleet management solutions, Lytx does not require customers to purchase ELD service in order to add the Lytx DVIR Service. Driver vehicle inspection reports (DVIR) are an important tool in identifying existing, and potential, problems with vehicles, whether you are required to conduct DVIRs for compliance or not.</p>
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	<p>Lytx maintains administrative, physical, and technical safeguards designed to maintain the security, confidentiality, integrity, and accessibility of client data.</p> <ul style="list-style-type: none"> • Users log in to the password-protected web-based multi-tenant application to access their information, including any driving events transferred from the device to Lytx's Review Center. The online portal also includes client configurable permissions to control and manage access to download or view video events. Connections to the online portal utilize the industry-standard TLS encryption protocol. • Client configurable password parameters allow each client to customize their user account and password security parameters, including password complexity, password expiration, prohibiting use of prior passwords, account deactivation, and incorrect login attempt thresholds. • Lytx's backend infrastructure is secured with firewalls, load-balancers, a Web application firewall, and access level controls. There are three environments, and each one is on separate networks. Internet traffic is routed via a DMZ. Direct access to Lytx's servers is prohibited, whether from the internet or Lytx corporate networks. • Lytx utilizes automated scanning technology to scan production networks and SaaS applications for vulnerabilities. • Lytx currently utilizes a hybrid-cloud architecture. Lytx utilizes two US-based, tier-3+ data centers with our own equipment and cages. We also utilize AWS configured with multiple availability zones for processing, storage of backups and for third-party event review services. Each data center is SSAE-18 certified, and provides 24/7 physical security monitoring, including biometric access controls. In addition, Lytx's production databases are fully encrypted at rest using AES256. • Lytx maintains a disaster recovery plan which is designed to recover critical systems in the event of a disaster. Lytx reviews and tests the disaster recovery plan and procedures annually. <p>Lytx maintains SOC2 certification (security, availability, and confidentiality) for its products. Lytx is targeting ISO27001 certification in early 2025.</p>

47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	N/A	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	<p>Lytx, Inc. is a world leading provider of video safety and video telematics solutions. Lytx's programs have been shown to provide up to a 50% reduction in collision frequency, up to an 80% reduction in collision-related costs, and up to an 85% reduction in driver distraction, helping our clients show a positive return on investment while being safer and efficient.</p> <p>Using our expertise in surfacing critical moments of risk, in-cab alerts, and a highly configurable coaching workflow (including self-coaching), the Driver Safety Program is our most powerful program to help change driving behavior. The Lytx Driver Safety Program helps clients reduce the number of unsafe driving events by monitoring vehicles through embedded sensors, monitoring driver behavior, and predictive analysis based on over 221 billion miles of driving. Included with our Managed Services, our Program Consulting team will also work with you to help identify risks; build a plan; implement best practices and strategic communications; and give you access to available tools and reporting such as program reviews, industry benchmarking, and other analyses that focus on long-term goals and continual improvement. This programmatic approach helps clients see the cause of events, quickly react to potential risks, enhance safety culture, and ensure bottom-line results: helping to prevent collisions and identifying fraudulent claims.</p> <p>At the core of Lytx's capabilities are video and visibility into your fleet. Lytx is designed to provide superior access to video of incidents, giving clients critical context of any given event that occurred in the past. Lytx provides clients with options for the outside lens, the inside lens, and up to four additional connected cameras. Lytx runs on the DriveCam event recorder that is mounted on a vehicle's windshield and is continuously recording. Based on client configurations, up to the latest 400 hours of video from the Lytx event recorder are accessible over-the-air via Lytx's online client portal, where users retrieve video on-demand* to review, coach drivers, investigate incidents, or satisfy other business needs. Configurable dual camera lenses allow the same video event recorder to support any combination of in-cab lens and road-facing recording.</p> <p>A few examples of how fleets use Lytx continual video include:</p> <ul style="list-style-type: none"> • Gain insight into to how safely employees are driving over time, thus allowing managers to gauge progress and focus on what's critical • Verify and reconstruct sideswipe claims and low G-force events • Participate in virtual ride-alongs or new driver audits for more efficient training and onboarding • Confirm delivery or reason for delivery impediment/delay • Verify Workers Compensation claims to understand what happened and to help address facility and safety processes • Coupled with geospatial analysis, managers can have visibility to when their driver has pulled over on to the side of a highway or interstate or the on/off ramp <p>*Subject to available cellular coverage</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	At this time, Lytx has not obtained any accreditations from Women or Minority Business Entity or Small Business Entity groups. We have, however, teamed with both to fulfill local contracts that required such participation. We have been able to work with local WMBE, SBEs, and veteran-owned businesses for installation services, training, and contract facilitation when deemed necessary and commercially viable.
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.	Lytx's standard payment terms are Net 30 after receipt of invoice. Lytx prefers payment by ACH and also accepts checks and P-cards. We will provide our ACH information upon request.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Lytx understands that no two organization's needs are the same; as such, we provide clients with multiple pricing options and models, including: Lytx Alliance Plan: Include the cost of hardware use, hardware warranty, a professional installation (optional), and monthly program fee. With the Lytx Alliance Plan, customers have the option to minimize their upfront hardware and installation costs without having to work with third-party financing. Purchase Plan: Initial costs usually include a one-time hardware cost with monthly service fee; includes ongoing Managed Services provided by Lytx including support, training, hardware firmware update, etc.	*
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.	Lytx will provide two transaction documents: <ul style="list-style-type: none"> Sales quotation referencing Sourcewell contract pricing Lytx Sourcewell Contract Terms 	*

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Lytx accepts P-cards up to \$50,000 per transaction. There are no additional costs associated with using a P-card.	*
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.	Lytx offers video telematics services with monthly subscription fees and one-time hardware and installation fees. Sourcewell discounted price and list price are noted on the attached pricing.	*
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.	<p>Pricing discounts vary by hardware and subscription type:</p> <ul style="list-style-type: none"> • Hardware discounts range from 15% to 36% off list price. • Hardware extended warranty discounts are 4% off list price. • Installation services discounts range from 4% to 33% off list price. • Portfolio platform subscription discounts range from 28% to 36% off list price. • Lytx Alliance Program subscription discounts range from 17% to 26% off list price. • Driver Vehicle Inspection Reports (DVIR) subscription discount is 40% off list price. • Electronic Logging Device (ELD) subscription discount is 28% off list price. • Asset Tracking subscription discount is 38% off list price. <p>Some hardware components are offered at cost.</p>	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Lytx often sells the DriveCam event recorder based on the solution (e.g., Driver Safety Program) and volume discounts. The pricing being offered to Sourcewell customers is based on a customer procuring at a volume greater than 1,000 units. The normal 1,000-unit threshold is being waived for all Sourcewell orders regardless of order size.	*
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.	N/A	*
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.	There are no hidden or additional costs associated with our offering.	*
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.	Lytx includes the cost of shipping in our pricing for the DriveCam event recorders. Shipping costs for the Surfsight product will be set by the reseller.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and shipping for Alaska, Hawaii, Canada, or any offshore delivery are included in the price of the DriveCam event recorder. Shipping costs for the Surfsight product will be set by the reseller.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Lytx requires that any sale be associated with a corresponding opportunity and quote. Our ordering system relies on identifying the contract source to allow our Order Management team to create a quotation. For the DriveCam product, we have a "Sourcewell" price book that allows approved contact discounts to be applied to purchases. Quotes produced under this price book have the applicable terms and conditions embedded into the quote, which allows us to track all quotes and orders and tie them to a master contract. We can then audit our sales based on the associated contract and apply the payment of the vendor fee to the Cooperative Contract.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Internal metrics we use to track success include:</p> <ul style="list-style-type: none"> • Number of leads • Total subscriptions • Annual Recurring Revenue (ARR) • Sourcewell client renewal rate 	*

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.	Lytx proposes to pay Sourcewell a 1% service fee for all sales associated with this contract.	*
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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.	Lytx values our continued relationship with Sourcewell and is pleased to offer the attached pricing. Pricing reflects volume pricing and applicable discounts.	*

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

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Lytx DriveCam Event Recorder</p> <p>Our state-of-the-art Lytx DriveCam® SF400 event recorder goes beyond traditional dash cams by pairing machine vision with artificial intelligence (MV+AI) to accurately identify and categorize the moments that matter, allowing you to see risk as it occurs. And our dash cam technology can help you quickly detect and deter distracted driving, the biggest safety issue on our roads today. Our rugged, reliable hardware does it all in a single, integrated device that simplifies installation and eliminates connection issues.</p> <p>The DriveCam® event recorder can be configured to offer:</p> <ul style="list-style-type: none"> • Integrated MV+AI: Advanced machine vision and artificial intelligence capture and accurately categorize risky driving behaviors. • Real-time, In-Cab Alerts: Light and audio alerts notify drivers of their risky behaviors, helping them stay focused on the road • Live Streaming: See what's happening in and around vehicles in near real time. • Built-in Driver ID Solution: Quickly identify which drivers are using your vehicles at different times without installing additional equipment. • Low-Light Visibility: High lumen infrared LED lights provide clear visibility, even at night. • Continual Video: Records up to 400# hours of reliable, continual video. • Risk Detection Without Recording: Manage distracted driving and other unwanted behaviors without recording video of the driver. • ECM Connected: Captures speed, fuel, and vehicle data directly from your vehicle. • Support for Side and Back-up Views: Connect up to four additional cameras using the Lytx Hub™ Adapter and additional SF-Series or third party auxiliary cameras. <p>Lytx Driver Safety Program</p> <p>The Lytx Driver Safety Program is our most comprehensive video safety program designed to help change driver behavior to reduce unsafe events and improve fleet performance. Lytx's Driver Safety Program empowers fleets to work with drivers to improve their behavior before collisions occur. A configurable solution using the best in MV+AI, alerting, event review, and a prescriptive workflow (including self-coaching), the Driver Safety Program is our most powerful program to help fleets improve behavior. The Driver Safety Program provides a full suite of safety and performance reports, predictive risk, and performance data, as well as industry benchmarking data to confirm that clients are getting the best out of their fleet. Best of all, Lytx Client Success Managers (CSMs) are with you every step of the way to provide program management and support, helping you discover risks you may have been missing. This solution is proven to help change behavior, prevent collisions, and improve your bottom line.</p> <p>How the Lytx Driver Safety Program works:</p> <ul style="list-style-type: none"> • In-Cab Event Capture: Embedded sensors in the cab capture information regarding risky events such as cell phone use, harsh braking, sudden acceleration, 	*

swerving, excessive speed, lane departure, and other unsafe actions that could lead to a collision. Our patented Lytx video event recorder is placed in plain sight, typically on a vehicle's windshield, and continuously monitors driver performance. If the in-cab alerts are not effective in changing a driver's behavior, the event recorder will identify video events for coaching drivers.

- **Predictive Analytics:** Lytx's clients drive over 25 billion miles a year. The stream of data from our clients' vehicles is evaluated using our proprietary algorithms and is designed to predict, identify, and filter risky actions. These continuous-learning algorithms enable us to focus our analysis and data capture, pinpoint risky events, and filter out false positives. Any video and data captured and uploaded to Lytx via the cellular network are further analyzed and prioritized using our predictive analytics and statistical models.
- **Event Review:** Lytx has teams of professionally trained expert reviewers who review, score, and comment on events for use in coaching drivers and improving driver safety. Each event reviewed is given an overall safety score based on its level of risk. The higher the score, the higher the likelihood the behavior could result in a collision. Videos are prioritized and can be filtered by safety score, giving our clients a unique perspective on driver performance within their fleet. To protect our clients, we identify collisions and do not score or comment on them in our client portal. A Six-Sigma-based, two-tier quality assurance process continually monitors our event review process for quality.
- **Driver Improvement Platform:** Results are available through Lytx's secured, web-based client portal. The portal is a private, multi-tenant software as a service ("SaaS") platform based on user-configurable roles and permissions. Offering 24/7 password-protected access via the internet, the platform allows users to view results and insights into program compliance and develop best practices through dashboards and reports. This information helps Lytx clients coach drivers into improved performance to help reduce the risk and cost of future collisions.

Lytx Risk Detection Service

The Risk Detection Service empowers fleets to work with drivers to improve their behavior before collisions occur. Using the same in-cab event capture and predictive analytics as the Driver Safety Program, Risk Detection Service empowers fleets to work with drivers to improve their behavior before collisions occur and is targeted to fleets that have limited time and resources and need a simple way to help drivers prevent risk on the road.

Lytx Fleet Tracking Service

The Lytx Fleet Tracking Service harnesses the power of Lytx's superior video telematics platform to provide real-time access to fleet status to help clients respond faster, minimize phone time, reduce callbacks, and optimize fleet productivity. Lytx helps clients quickly access their fleet tracking, video, and driver safety information all in one easy-to-use system that adapts to most mobile devices, tablets, laptops, and desktop computers.

Key features of our Fleet Tracking Service include:

- **Real-Time Status:** Captures GPS location every 30 seconds and uploads every two minutes.
- **Video Browse:** Lets users browse for and access video from Fleet Tracking.
- **Trip History:** Uses GPS breadcrumb trail capabilities to track a vehicle's trip history and map operational and driving violations, including unauthorized use, speed, and idle.
- **Geofencing:** Allows the creation of a user-defined boundary that monitors vehicles traveling inside or outside a specified area.
- **Route Playback:** Traces a driver's route point by point. Includes adjustable playback speed.
- **Integrated with Google Maps:** Provides features to show the distance from a location, real-time traffic, street views, and satellite or terrain imagery.
- **Diagnostic Trouble Codes:** With Lytx's ECM connection, surfaces diagnostic trouble codes to respond to potentially critical vehicle problems before they cause prolonged vehicle downtime.
- **Preventative Maintenance Workflow:** Helps fleet managers proactively maintain vehicles based on distance or duration surface intervals.

Lytx Asset Tracking Service

The Lytx Asset Tracking Service helps managers track and manage powered equipment and understand equipment usage. Once installed, important data is easily accessed from the user's Lytx Account. The Lytx Asset Tracking Service is offered separately from the Lytx Fleet Tracking Service. Those who subscribe to both the Lytx Fleet Tracking Service and the Lytx Asset Tracking Service have the added benefit of being able to see all vehicles and assets in one convenient map view, which further streamlines management.

Key features of the Lytx Asset Tracking Service and available data include:

		<ul style="list-style-type: none"> Asset serial number information Current estimated address of assets Location history of where assets have been in a given timeframe Geofence history, with ability to set notifications when assets enter/ exit defined areas Battery level/power supply data whether it's hardwired or battery operated Customizable notification features to alert on asset dormancy or remaining battery levels Asset usage data to enable effective asset deployment and to support equipment investment or divestment decisions <p>Lytx ELD Service Lytx supports an all-in-one approach to safety, telematics, fleet management, and compliance by enabling clients to use Lytx program data to power Hours of Service (HOS) and Asset Inspection / Driver Vehicle Inspection Reporting (DVIR). Lytx helps reduce redundant technology in-vehicle by collecting vehicle ECM data required for ELD compliance reporting via Lytx solutions and transmitting required data to Lytx's ELD cloud service. An additional tablet or smartphone may be leveraged for logging driver activity and performing Asset Inspections. Lytx's connected solutions are enabled through the Lytx Account. The Lytx ELD app is continually synchronized with the backend and updates all duty statuses and driver inputs in real time. Data from the DriveCam and the Lytx ELD are consolidated in the backend to create accurate record-of-duty status. Lytx ELD provides fleets compliance to FMCSA ELD regulations and helps streamline technology in the cab.</p> <p>Lytx DVIR Service Lytx DVIR Service is designed to meet the needs of organizations that don't fall under the ELD mandate, yet still want to perform driver vehicle inspection reports to improve their maintenance response times and improve driver safety. Lytx is unique in offering a standalone DVIR product without a full ELD offering. The Lytx DVIR Service allows our clients to streamline and automate vehicle inspection and maintenance processes and meet compliance requirements with easy-to-use, customizable inspection checklists and the ability to upload photos and up to 3-second videos. Drivers use the Lytx Driver App with the phones or tablets they already have to help reduce the learning curve. In addition to pre and post-trip inspections, fleet managers enjoy the flexibility to schedule other inspections based on their business needs, i.e., monthly, quarterly, or annually. They can also receive notifications of inspection status and DVIR submissions, along with the cadence that best suits their needs.</p> <p>For additional information, please see our attached product brochures.</p>	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Integrated video solutions; Fleet Technology related hardware solutions; Fleet related software solutions; Telematics, fleet monitoring, asset tracking, and geofencing solutions.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Fleet management information systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our state-of-the-art Lytx DriveCam® event recorder goes beyond traditional dash cams by pairing machine vision with artificial intelligence (MV+AI) to accurately identify and categorize the moments that matter, allowing you to see risk as it occurs. And our dash cam technology can help you quickly detect and deter distracted driving, the biggest safety issue on our roads today. Our rugged, reliable hardware does it all in a single, integrated device that simplifies installation and eliminates connection issues.	*

78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Lytx provides a software as a service ("SaaS") platform based on user-configurable roles and permissions. Offering 24/7 password-protected access via the internet, the platform allows users to view results and insights into program compliance and develop best practices through dashboards and reports. This information helps Lytx clients coach drivers into improved performance to help reduce the risk and cost of future collisions.</p>	*
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Lytx hardware connects to a vehicle's OBD-II or J1939 ECM port to collect vehicle information and display data throughout our applications including : Lytx Fleet Tracking Service presents miles driven, odometer, fuel usage, idle durations, and vehicle diagnostic code (DTCs) to maintain fleet health Driver Safety Programs presents vehicle speed and select ECM data along with video for a full understanding of driving behavior.</p>	*
80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Lytx Fleet Tracking Service harnesses the power of Lytx's superior video telematics platform to provide real-time access to fleet status to help clients respond faster, minimize phone time, reduce callbacks, and optimize fleet productivity. With Lytx Asset Trackers fleets can monitor location and usage of equipment</p>	*
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Lytx Fleet Tracking Service includes geofencing and allows users to set custom geofences to stay aware of vehicles' status and know when a vehicle enters or exits a designated area. The top benefits of geofencing with the Lytx Fleet Tracking Service include the ability to:</p> <ul style="list-style-type: none"> • Manage adherence to approved areas, and reduce unauthorized routes and hours. • Get real-time notifications when drivers leave or arrive at specific locations, or use vehicles after hours. • View reports of geofence violations on your mobile or desktop and export them in CSV format. • Watch fleet dash cam footage that provides more context and insight about why a vehicle left a geofence. 	*
82	Motor pool and fleet sharing solutions services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Lytx Driver Safety Program uses video, embedded sensors, proprietary review processes, predictive analytics, and statistical modeling to help address and change risky driving behavior, resulting in reduced claims and increased ROI. With on-demand access to video, clients have immediate access to video within minutes of capture.</p>	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Lytx Pricing_Sourcewell Fleet Management RFP_102924.pdf - Tuesday October 29, 2024 13:37:39
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Lytx Standard Transaction Documents.zip - Tuesday October 29, 2024 13:40:56
 - [Requested Exceptions](#) - RFP_102924_Master_Agreement_Fleet Management Technologies - (Lytx Redline 2024.10.24).docx - Monday October 28, 2024 20:16:19
 - [Upload Additional Document](#) - Lytx Product Brochures & Sustainability.zip - Tuesday October 29, 2024 13:44:10

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. - Shelley Bennett, SVP, General Counsel, Lytx, 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