

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: CompassData, Inc. dba CompassCom Software Corporation**

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 CompassCom Software Corporation dba CompassData, Inc., 391 Inverness Parkway, Suite 300, Englewood, CO 80112 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:
- a. Fleet management information systems;
 - b. Fleet technology related hardware solutions;
 - c. Related software solutions;
 - d. Fleet telematics;
 - e. Geofencing solutions;
 - f. Motor pool and fleet sharing solutions services;
 - g. Integrated video solutions; and,
 - h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay a two- and one-half percent (2.5%) Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement

number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

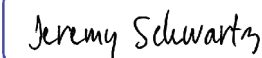
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.


Sourcewell

CompassData, Inc. dba CompassCom
Software Corporation

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/3/2025 | 8:19 AM CDT

DocuSigned by:

92E5DC4256D44C4...

By: _____
Kate Schlatter
Title: CEO

Date: 5/2/2025 | 1:43 PM PDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: CompassCom Software Corporation
Address: 391 Inverness Parkway
Suite 300
Englewood, Colorado 80112
Contact: Brant Howard
Email: branth@one-compass.com
Phone: 303-522-1908
HST#: 30-0352070

Submission Details

Created On: Wednesday October 23, 2024 15:40:22
Submitted On: Tuesday October 29, 2024 13:15:23
Submitted By: Brant Howard
Email: branth@one-compass.com
Transaction #: 062a723f-07f6-42a3-8533-3cb7e52d2cbe
Submitter's IP Address: 64.92.223.4

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. | CompassData, 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). | CompassCom Software Corporation, affiliate of CompassData, Inc. As of January 1, 2024, CompassData and CompassCom merged into a single entity. Both companies had shared ownership before the merger, and CompassCom has roots dating back to 1994. This family-owned business was restructured upon the recommendation of legal and accounting counsel. The founders, who still own the business, proudly celebrate their 30th anniversary this year. | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Federal Tax ID:20-0347557 CAGE Code: 44N7 UEI # QD5AV9KLJKA8 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 541614, 518210 | |
| 6 | Proposer Physical Address: | 391 Inverness Parkway, Suite 300 Englewood, Colorado 80112 | * |
| 7 | Proposer website address (or addresses): | www.compasscom.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): | Kate Schlatter, CEO, CompassData, Inc., 391 Inverness Parkway, Suite 300, Englewood, Colorado 80112 | * |
| 9 | Proposer’s primary contact for this proposal (name, title, address, email address & phone): | Brant Howard, CEO, CompassCom Software Corporation, 391 Inverness Parkway, Suite 300, Englewood, Colorado 80112 | * |
| 10 | Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone): | Codi Stevens, Operations Manager, 391 Inverness Parkway, Suite 300, Englewood, Colorado 80112 John Gallagher, Director of Sales, 391 Inverness Parkway, Suite 300, Englewood, Colorado 80112 Ben Reed, Controller, 391 Inverness Parkway, Suite 300, Englewood, Colorado 80112 | |

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

| Line Item | Question | Response * |
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|-----------|----------|------------|

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| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | <p>Since 1994, CompassCom has provided GIS-centric fleet management software solutions, serving over 120 clients with a SaaS and maintenance renewal rate above 90%. The company has a proven track record of leveraging emerging technologies in fleet management and telematics to enhance safety, efficiency, accountability, and sustainability for its customers.</p> <p>Using a trusted Esri GIS-centric COTS platform with mission-tested reliability, our system uniquely supports broadband cellular, land mobile radio, and satellite communications, transmitting real-time data seamlessly to urban, rural, and remote areas throughout North America. CompassCom mitigates risks associated with lengthy research and development, ultimately saving time and money for various government operations.</p> <p>CompassCom offers real-time fleet management and asset tracking software solutions to:</p> <ul style="list-style-type: none"> • State Governments • Local Governments • The Department of Defense • Federal Civil Agencies • Public Utilities <p>Committed to engaging with new and emerging technologies, CompassCom delivers top-tier fleet management and telematics solutions. As the demand for real-time situational awareness grows, our product line evolves alongside innovative technologies.</p> <p>CompassCom is a privately held, woman-owned small business that has grown with a customer-focused ethos. Guided by core values, we approach each project with the following commitments:</p> <ul style="list-style-type: none"> • Deliver Results – Set high standards, work efficiently, and achieve exceptional outcomes. • Collaborate & Be Inclusive – Foster teamwork, open communication, and mutual respect. • Customer Commitment – Surpass customer needs and expectations. • Invent and Simplify – Encourage innovation, creativity, and simplicity. • Be Accountable – Take ownership, acknowledge mistakes, and learn from them. • MIBE (Make It Better Every Day) – Contribute daily to improving our products and processes. <p>CompassCom fosters a collaborative environment with clients, vendors, and channel partners, empowering effective and efficient operations across diverse sectors.</p> | * |
| 12 | What are your company's expectations in the event of an award? | The ability for potential clients to select a high-quality provider, at a competitive price, with a commercial off the shelf solution (COTS), without undergoing a lengthy RFP process. | * |
| 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. | As a privately held Sub-S Corporation, CompassData, Inc./CompassCom Software Corporation does not publish financial data. We maintain a longstanding line of credit, a current credit standing with vendors, and all taxes are filed and paid. Please see the supporting documents in the attachments. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | The fleet management software market is projected to grow from \$27.55 billion in 2024 to \$116.56 billion by 2032, with a CAGR of 19.8%. The industry comprises multiple unique providers. CompassCom holds less than 3% of the U.S. government market share, while its primary competitor holds only 1.33% in the fleet management location sector. CompassCom leverages this competitive landscape by focusing on its unique fleet management software and connected workforce solutions, staying well-informed on competitor capabilities. | * |
| 15 | What is your Canadian market share for the Solutions that you are proposing? | The Canadian fleet management market is expected to reach USD \$2.2 billion by 2030, with a CAGR of 8.1% during the forecast period. CompassCom has recently entered this market, holding less than 0.5% market share. | * |
| 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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | N/A | * |

| | | | |
|----|---|---|---|
| 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? | CompassCom designs and develops COTS software and services for fleet management, telematics, and mobile asset tracking. We partner with global and regional third-party dealers who resell our software and services. Additionally, CompassCom has a dedicated sales and service team that works directly with clients to integrate flexible solutions tailored to the specific needs of the government sector. | * |
| 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. | Our customer satisfaction and customer retention metrics are the best reward we seek every day. | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | 2022 83% 2023 -2024 YTD 80% | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | None | * |
| 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? | None | * |
| 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? | CompassCom has cooperated with Carahsoft Technology Corporation in the past for GSA related activities. We have one contract open with them for Seattle Public Utilities (\$80k per year) that was on a contract vehicle they have with Washington State. We are looking to use Sourcwell for future dealings with State and Local Government. | * |

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 * | |
|---|--|----------------|---|
| Illinois DOT 2300 S Dirksen Parkway Springfield, IL 62764 | Randy Neal Incident Management & Communications System Manager | 217.720.0067 | * |
| City of Lethbridge 910 4th Ave South Lethbridge, Alberta T1J0P6 Canada | Mike McTavish Asset Management Coordinator | 403.320.3165 | * |
| Derry Police Department 1 Municipal Dr Derry, NH 03038 | George Feole Chief of Police | 603.234.8746 | * |
| Douglas County Public Works 3030 Industrial Way Castle Rock, CO 80109 | Daniel Roberts Assistant Director, Operations | 303.663.6284 | |
| Boone Fire Department 729 W King St. Boone, NC 28607 | Jimmy Issacs Fire Chief | 828.268.6180 | |

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. | CompassCom Direct Sales and Channel Management Authorized Resellers/Dealers | * |
| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | CompassCom partners with authorized Resellers specializing in regional and vertical markets. These Resellers are typically Land Mobile Radio providers, Wireless Communications Solution providers, or integrators of Esri GIS-centric software. They bring a strong local presence and an established history with our primary government customer base. Current Resellers include Motorola Solutions, Mobile Communications of America (MCA), MCA Procom, Bearcom, Two-Way Communications, ACG Systems, NewEdge Services, and BK Technologies. Additionally, market partners like Esri and Trimble Owner & Public Sector refer business to CompassCom. | * |
| 28 | Service force. | CompassCom Operations Department CompassCom Approved Installation Contractors Authorized Resellers/Dealers | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Order Fulfillment for Direct Customers and Resellers Upon receiving a PO (or other confirmation of order), documents are reviewed to confirm it matches quotation for products and services and sales order is created. A formal kickoff meeting is scheduled between sales/operations and customer to finalize the timeline, assign necessary actions and answer any questions between customer and CompassCom staff. Site is created and tested Vehicle hardware is ordered or sourced from stock as needed for each asset. Hardware is configured, kitted and prepped for shipping Hardware is shipped, Customer service sends tracking information to customer. The installation contractor is scheduled and coordinates with the client for hardware installation. Software is installed either on-premises or on our SaaS cloud platform. The hardware is tested to initiate reporting. CompassCom provides administrative and user training, either onsite or remotely, based on client needs. An Acceptance Test Procedure is conducted to confirm the system meets contract specifications and customer expectations. The customer signs off upon completion. CompassCom invoices the client as per the completed contract agreement | * |

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| 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>Customer Support</p> <p>The CompassCom operations department provides ongoing support, designed to meet the needs of clients who often support critical response teams or infrastructure. Standard support is available from 7 AM to 6 PM Mountain Time.</p> <p>Customers report issues via support@compasscom.com, where automated ticket requests are logged and managed by support staff until resolved.</p> <p>Typical support requests are addressed within 4 hours, and all are responded to within 24 hours.</p> <p>24/7 support is available for an additional fee.</p> <p>During natural disasters affecting customer areas, CompassCom contacts clients proactively to ensure all systems are prepared for response and recovery.</p> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | CompassCom is committed to reaching the market through our channel partners. Potential customers participating in the Sourcewell agreement will be offered agreed-upon pricing and services in alignment with the Sourcewell program. Select resellers may have prior agreements with these customers that supersede the need to use Sourcewell. If no such agreement exists, the reseller will utilize the Sourcewell agreement through CompassCom to expedite the purchase process, bypassing lengthy procurement cycles. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | CompassCom has Canadian Federal, State and local customers today and welcome Sourcewell Participates in Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | CompassCom will Support North America including the United States, Canada, and the American Territories. No areas are to be excluded | * |
| 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. | None | * |
| 35 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Increased pricing for shipping or on-site services may apply to remote locations; however, standard software or service prices will remain unaffected. | * |
| 36 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes | * |

Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 37 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>CompassCom Go-to-Market Strategy for Promoting Sourcewell Award in Fleet Management Technologies</p> <ol style="list-style-type: none"> Target Market Segmentation <ul style="list-style-type: none"> State and Local Government: Focus on securing large government contracts, specifically for Public Works, First Responders, Departments of Transportation, Public Utilities, State Departments of Natural Resources, and Wildland Fire Agencies. Direct sales and channel partners will drive these high-touch, complex deals, with support provided for U.S. and U.S. Territories. Canadian Government Markets: Expand through direct sales and channel partnerships, with a focus on fleet management solutions for Public Works, First Responders, Provincial Transportation Agencies, Public Utilities, Departments of Natural Resources, and Wildland Fire Agencies. Sourcewell Value Proposition Exposure <ul style="list-style-type: none"> Emphasize the Sourcewell award in all CompassCom marketing materials, website content, digital media, and sales assets as a key contract vehicle. Highlight Sourcewell during over 200 presentations annually at industry workshops, summits, and conferences. Promotion Across All Market Channels <ul style="list-style-type: none"> Direct Sales Channel Partners OEM/Distributor Partnerships Technology Integration Partners Sales and Marketing Tools to Highlight the Award <ul style="list-style-type: none"> Sales Enablement: Equip direct sales teams and channel partners with tools that demonstrate the value of the Sourcewell award, including case studies, ROI calculators, demo kits, and product sheets. These tools will emphasize CompassCom's strengths in real-time Fleet Management Technology, Fleet Telematics, Fleet Monitoring, and Asset Tracking to support government infrastructure operations. Co-Marketing Initiatives: Collaborate with partners to co-brand and run joint campaigns targeting key sectors. Use joint webinars, industry events, and targeted digital campaigns to raise visibility and promote the Sourcewell award. Lead Generation: Develop a targeted campaign for the Sourcewell award program with digital marketing strategies such as SEO, content marketing, targeted email, and social media. Sourcewell flag in our booth at trade shows. | * |

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| 38 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>CompassCom has a comprehensive Marketing and Channel Management Strategic Plan, which includes Promotional Guidelines and Co-Marketing Initiatives such as:</p> <ul style="list-style-type: none"> • Joint Advertising Campaigns <ul style="list-style-type: none"> o Allocating funds to co-branded advertising in key markets, including digital ads, trade publications, and industry magazines. • Event Sponsorships and Exhibitions <ul style="list-style-type: none"> o Collaborating with partners to sponsor events, conferences, and webinars, using these platforms to showcase CompassCom solutions and generate leads. • Demo and Trial Programs <ul style="list-style-type: none"> o Offering promotional trials or free demos (e.g., a 30-day trial of fleet management software) to allow partners to engage customers and demonstrate value. • Referral Promotions <ul style="list-style-type: none"> o Providing referral bonuses to partners who bring in new customers, either as a percentage of the deal's value or a flat fee per successful lead. <p>Channel Incentives and SPIFs</p> <p>CompassCom has structured incentives to reward partner performance, encouraging prioritization of CompassCom solutions through:</p> <ul style="list-style-type: none"> • Sales Contests <ul style="list-style-type: none"> o Running quarterly contests where partners compete for prizes based on sales performance (e.g., the top-performing partner receives additional incentives). • SPIFs (Special Performance Incentives) <ul style="list-style-type: none"> o Offering SPIFs to reward partner sales teams for quickly closing deals or achieving sales. <p>Digital Marketing Support</p> <ul style="list-style-type: none"> • Content Marketing <ul style="list-style-type: none"> o Providing partners with co-brandable digital content, such as blogs, whitepapers, and case studies, that highlights CompassCom product benefits and supports their marketing efforts. • Social Media Promotions <ul style="list-style-type: none"> o Collaborating with partners on coordinated social media campaigns, including targeted ads and sponsored posts, to promote CompassCom solutions to a wider audience, especially on LinkedIn and at state conferences. | * |
| 39 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | <p>Sourcewell plays a pivotal role in promoting fleet management agreements with CompassCom by offering cooperative purchasing contracts that simplify the procurement process for government, education, and non-profit organizations. Sourcewell's involvement includes:</p> <ol style="list-style-type: none"> 1. Pre-Negotiated Contracts <ul style="list-style-type: none"> o Sourcewell provides pre-negotiated, competitively solicited contracts with CompassCom, enabling public sector entities to procure fleet management solutions without lengthy bidding processes. 2. Streamlined Procurement <ul style="list-style-type: none"> o Through Sourcewell, organizations can access CompassCom's fleet management software and services with a simplified, compliant, and transparent purchasing process, reducing administrative burdens and expediting project timelines. 3. Cost-Effective Solutions <ul style="list-style-type: none"> o Sourcewell helps members secure favorable pricing on CompassCom's offerings by leveraging collective purchasing power to negotiate competitive rates that individual agencies may otherwise be unable to secure. 4. Compliance with Procurement Laws <ul style="list-style-type: none"> o Sourcewell ensures that its contracts comply with state and federal procurement regulations, allowing government agencies and educational institutions to adopt CompassCom's solutions confidently and in full legal compliance. 5. Access to Fleet Management Technology <ul style="list-style-type: none"> o This partnership enables organizations to efficiently acquire CompassCom's real-time fleet management technology, supporting sectors like Public Works, First Responders, Departments of Transportation, Public Utilities, State Departments of Natural Resources, and Wildland Fire Agencies. 6. Support for Public Sector Modernization <ul style="list-style-type: none"> o By promoting CompassCom's fleet management technology through its cooperative purchasing program, Sourcewell supports public sector organizations in modernizing fleet operations, improving efficiency, enhancing safety, and optimizing resources for sustainable operations. <p>This partnership broadens access to CompassCom's solutions, allowing public sector agencies to streamline fleet management processes through trusted cooperative purchasing agreements.</p> | * |
| 40 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Not today | * |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 41 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>CompassCom offers comprehensive product, software, and operator training programs to all clients as a standard service. Additional training is available for other departments upon client request. Additional costs apply only if the number of attendees exceeds the maximum specified in the client's contract and maintenance agreements.</p> <p>A sample training outline includes the following:</p> <hr/> <p>Training Overview</p> <p>All training combines hands-on practice and scenario-based exercises, covering:</p> <ol style="list-style-type: none"> 1. System Walkthrough <ul style="list-style-type: none"> o Hands-on practice with AVL software and hardware, including real-time tracking, geofencing, and historical playback. 2. Simulated Scenarios <ul style="list-style-type: none"> o Realistic exercises for staff to apply their training (e.g., managing snowplow fleets during a storm or handling unauthorized vehicle movements). <hr/> <p>Detailed Training Outline</p> <ol style="list-style-type: none"> 1. Introduction to the AVL System for Public Works <ul style="list-style-type: none"> o Overview of AVL Technology: Introduction to GPS devices, actuator switches, and the CompassCom software platform, explaining the system's role in optimizing fleet management and operations. o Key Benefits: How CompassCom AVL improves operational efficiency, cost control, and service reliability for Public Works. 2. System Components Overview <ul style="list-style-type: none"> o Hardware Components: Review of GPS devices, actuator switches, cellular modems, and their functions in monitoring and controlling vehicle operations. o Software Components: In-depth walkthrough of the CompassCom Fleet Management Interface, including the dashboard, menus, reports, and key functions. Overview of mobile access for remote monitoring. 3. Real-Time Vehicle Tracking and Location Reporting <ul style="list-style-type: none"> o Live Tracking Features: Real-time monitoring of vehicle locations on a map interface, with key information on vehicle status, speed, and direction. o Vehicle Status Indicators: Understanding icons for different vehicle statuses (e.g., in service, idle, stopped) and managing work schedules and deployment based on operational needs. 4. Historical Route Playback and Analysis <ul style="list-style-type: none"> o Route Playback: Accessing historical route data for each vehicle and using playback to review routes for performance analysis. o Route Analysis: Leveraging historical data for optimizing routes and identifying areas for operational improvement. 5. Geofencing and Alerts for Unauthorized Vehicle Movements <ul style="list-style-type: none"> o Setting Up Geofences: Creating geofenced areas and configuring alerts for vehicles entering or leaving these zones. o Managing Alerts: Setting custom alerts for unauthorized movements or specific behaviors, with real-time responses. 6. Compatibility with Force America Snowplow Controls <ul style="list-style-type: none"> o Integration with Snowplow Controls: Overview of system integration with Force America Snowplow Controls for monitoring blade position, spreader activity, and optimizing service coverage. o Operational Efficiency: Using snowplow data to optimize plowing routes and reduce salt usage. 7. Mobile Access for Remote Monitoring <ul style="list-style-type: none"> o Mobile App Access: Real-time tracking, alerts, and historical playback on mobile devices, with best practices for remote monitoring in the field. 8. Reporting Tools for Operational Analysis and Optimization <ul style="list-style-type: none"> o Standard and Custom Reports: Generating reports on vehicle utilization, trip summaries, fuel usage, and more. o Operational Analysis: Tracking KPIs like fuel efficiency and fleet downtime to inform decisions on route optimization and maintenance schedules. 9. API for Interfacing with FASTER Web Fleet Management Software <ul style="list-style-type: none"> o API Overview: Introduction to the API for future interfacing with FASTER Web, automating data transfers for work orders and vehicle maintenance. o System Readiness: Preparing for API implementation with steps for seamless integration with other software. 10. Public-Facing Portal for Vehicle and Route Display <ul style="list-style-type: none"> • Portal Functionality: Overview of the public-facing portal showing selected vehicle locations and routes for transparency. • Managing Data Visibility: Customizing data displays while ensuring sensitive data remains protected. 11. Cellular Modem as a Wi-Fi Access Point <ul style="list-style-type: none"> • Wi-Fi Access Point: Using the vehicle's cellular modem to provide connectivity in the field for tablets, mobile devices, and laptops. 12. Esri GeoEvent Server Compatibility <ul style="list-style-type: none"> • Integration with Esri GeoEvent Server: How the system integrates with Esri GeoEvent Server for enhanced GIS capabilities and geospatial monitoring within city infrastructure. |

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| | | <p>13. Troubleshooting and Support</p> <ul style="list-style-type: none"> • Common Hardware and Software Issues: Identifying and resolving common issues, including GPS signal loss and software connectivity problems. • Technical Support: Guidelines for contacting support, escalating issues, and understanding response times. <p>14. Follow-Up and Continuous Learning</p> <ul style="list-style-type: none"> • Support Resources: Access to web-based manuals, FAQs, tutorial videos, and CompassCom support. • Ongoing Training: Regular refresher courses and updates on system improvements. • Compliance and Safety Monitoring: Monitoring driver behavior (e.g., speeding, harsh braking) and generating regulatory compliance reports. • Feedback Collection: Anonymous surveys for training feedback to encourage honesty and unbiased responses. | |
| 42 | Describe any technological advances that your proposed Solutions offer. | <p>CompassCom supports Bring Your Own Device (BYOD)/IoT, enabling compatibility with diverse hardware to meet modern workforce needs. Our platform is interoperable across multiple communication networks—including broadband, land mobile radio, and satellite—ensuring consistent connectivity and data availability in any environment. This multi-network compatibility provides reliable communication for field teams, particularly in remote or challenging locations, maintaining 24/7 situational awareness and readiness. Location data is reported at user-defined intervals to support specific operational needs.</p> <p>CompassCom's solution utilizes purpose-fit Esri GIS map data, offering cloud, on-premises, and tactical deployment options not previously accessible. Integration with ArcGIS Online and client ArcGIS data enables real-time GIS functionality for fleet management, with background mapping updated dynamically as data sources change. Seamless integration with Esri's platform provides real-time geospatial visualization, empowering users to track assets, monitor events, and make data-informed decisions—vital for government operations requiring GIS-centric operational awareness.</p> <p>The CompassCom COTS platform is adaptable to diverse workflows for Public Works, First Responders, Utilities, Wildland Fire, and Departments of Transportation (DOT), delivering out-of-the-box compatibility. Data is stored and transmitted through industry-standard databases and protocols, with published APIs to support enterprise-wide data sharing and third-party software integration.</p> <p>Recent Innovations from CompassCom</p> <ul style="list-style-type: none"> • Cloud-Based Public Viewer for Transparency: The CompassAVL Public Viewer offers a real-time, publicly accessible visual interface with up-to-date asset locations, road conditions, and weather events. Enhanced by AI-driven data, this tool supports operational transparency, reducing complaint calls by keeping the public informed about activities like snow plowing, street sweeping, and waste pickup. Agencies share this interface through website links, fostering community awareness and trust. • Nexar AI Camera Integration for Road Condition Monitoring: Integration with Nexar AI cameras enables real-time video data capture of road conditions, particularly for snow and ice monitoring. AI algorithms process video data to identify hazards, snow levels, and icy patches, which are then shared with CompassAVL and Esri for immediate visibility, allowing for proactive responses. This data can be automated to update state or community websites, supporting citizen awareness and planning. • Spreader Controller Interface for Snow Management: This feature allows operators to track and adjust salt and de-icing material usage in real time, optimizing resources and supporting environmental sustainability by reducing excess material use. CompassCom's compatibility with leading spreader controllers normalizes data across multiple brands, providing a unified source for accurate analytics on deicing materials. <p>CompassCom dedicates 10-15% of annual revenue to research and development, consistently innovating to address advancements in mobile devices, sensors, communication networks, and remote sensing technologies. Software development on the latest versions of .NET, C#, JavaScript, and the Esri platform ensures our solutions remain robust and cutting-edge.</p> | * |

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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>The CompassCom COTS platform offers standard features designed to support green initiatives and promote environmental sustainability:</p> <ul style="list-style-type: none"> • Reduced Environmental Impact through Optimized Fleet Management and Idle-Stop Reporting: Our platform helps organizations minimize fuel consumption and emissions through optimized routing, reduce vehicle idle time, and improved maintenance schedules. The integrated idle stop reporting feature alerts operators to unnecessary idling, encouraging timely action to lower fuel usage and emissions. This reduces the carbon footprint for organizations with vehicle fleets, aligning with green goals while boosting productivity. • Digital Transformation for Paperless Operations: With real-time digital reporting and remote data access, our platform eliminates the need for printed maps, paper logs, and manual documentation. This shift supports paperless operations, reduces waste, and enhances resource efficiency, aligning with eco-friendly practices. • Integration with Spreader Controllers for Responsible De-Icing: Our platform integrates with snowplow spreader controllers to precisely track and apply salt and de-icing materials, reducing overuse and environmental runoff. Real-time geofence alerts for wetlands and environmentally sensitive areas allow supervisors to prevent unauthorized application of harmful de-icing agents, supporting sustainable winter road maintenance and eco-friendly practices. • Data Hosting via Environmentally Certified Cloud Providers: CompassCom solutions are deployed on Microsoft Azure, a cloud provider committed to sustainability with a goal of being carbon negative by 2030. Microsoft Azure holds Environmental Management certifications and adheres to rigorous standards for carbon reduction and resource efficiency. | * |
| 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. | CompassCom does not have certifications in this area. To enhance operational analysis, our reporting tools are designed to track key performance indicators (KPIs) tailored to client needs. These KPIs include fuel consumption, fuel efficiency, driving efficiency, route optimization, vehicle maintenance, and environmental impact, providing comprehensive insights that support our customers to acquire third-party ratings and certifications. | * |
| 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>The CompassCom Team leverages 30 years of experience in providing GIS-centric fleet management technology through a versatile hybrid software solution. This single code base is uniquely designed to support:</p> <ul style="list-style-type: none"> • Standard COTS Solution: Supports 90% of government fleet and asset tracking workflows. • Flexible Deployment Options: Deployable on-premises, in the Cloud, or for tactical response. • Interoperability: Compatible with multiple mobile device manufacturers and communication networks. • Esri Partnership: A 30-year business partner with Esri, integrating ArcGIS real-time GIS for a unified operational picture tailored to government agencies. • Enterprise Integration: Includes standard connectors and APIs for seamless third-party software interfacing across the enterprise. <p>Our greatest asset is our team, with many members who have been with us for over a decade. As a founder-operated company, CompassCom has deep industry expertise and strong relationships with industry leaders. Our mission is to help Sourcewell participants leverage our solutions to address the complexities of digitizing the mobile workforce.</p> <p>Example Customers Benefiting from the CompassCom Interoperable Platform:</p> <ol style="list-style-type: none"> 1. Illinois Department of Transportation (IDOT): For the past 10 years, CompassCom has equipped IDOT with a statewide fleet management system supporting snow removal, maintenance, and high-value asset tracking. CompassCom was chosen for its capability to operate on the statewide Starcom P25 land mobile radio network and broadband cellular, as cellular alone lacked sufficient coverage in rural areas. With 1,800 snowplows and over 5,000 devices deployed, the CompassTrac Enterprise system provides on-premises connectivity for fleet and operational management. This system forms a critical component of the infrastructure necessary to ensure safety and efficiency for the 8th-largest transportation network in the United States. 2. Michigan Public Safety Communications System (MPSCS): CompassCom is the only approved location technology provider for MPSCS. The system has passed rigorous testing and security requirements, ensuring compatibility with MPSCS standards. It tracks 1,400 Cradlepoint broadband modems and P25 land mobile radio devices statewide, providing dependable coverage across Michigan's varied geography. CompassTrac Enterprise, deployed behind the MPSCS firewall, supplies real-time asset location data to the State Police CAD system via a TCP/IP interface, enhancing officer safety and coordination in the field. | * |

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| 46 | Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions. | <p>CompassCom's security initiatives are designed to support each of our deployment models:</p> <ul style="list-style-type: none"> • Azure Cloud Compliance and Security: Solutions deployed on Microsoft Azure benefit from Azure's extensive security and privacy protocols, certified to meet globally recognized standards. Azure holds certifications such as ISO/IEC 27001 for Information Security Management, ISO/IEC 27018 for the protection of personally identifiable information (PII), SOC 2 and SOC 3 for service organization controls, and GDPR compliance for data protection and privacy. These certifications ensure that CompassCom solutions adhere to rigorous controls over data privacy, secure storage, and regulatory compliance. • Hardened On-Premises Deployment for Security-Sensitive Environments: For organizations requiring on-premises solutions, CompassCom offers a hardened setup that aligns with our customers' security practices. Our on-premises deployments meet stringent government and commercial standards, providing complete control over data in secure, isolated environments. This deployment option allows organizations to manage data fully within their own infrastructure, ensuring protection from unauthorized access and adherence to data privacy best practices. • Encryption and Access Control: Our approach includes data encryption both at rest and in transit, alongside robust access control mechanisms that restrict data access to authorized personnel only. These security measures help maintain data integrity and minimize the risk of breaches. <p>CompassCom's security practices have earned the authority to operate within agencies such as the U.S. Department of Energy, U.S. Air Force, U.S. Army, and the Michigan Public Safety Communications System.</p> |
| 47 | Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications. | <p>CompassCom's fleet management technology is actively supporting Vehicle-to-Grid (V2G) and smart city initiatives.</p> <ul style="list-style-type: none"> • CompassAVL "Snap-to-Line" for Precise Asset Mapping: The CompassAVL "snap-to-line" feature provides accurate, real-time mapping of vehicle locations along designated routes or infrastructure lines, enhancing situational awareness for city operators. This functionality is particularly beneficial in V2G applications, where precise vehicle positioning is crucial for grid management and coordinated energy distribution. Reliable vehicle data enables cities to plan and optimize V2G connections, improving the efficiency and reliability of energy transfer between vehicles and the grid. • Smart City Infrastructure Monitoring: Leveraging our platform's geospatial insights and real-time data capabilities, municipalities can effectively monitor and manage assets along critical infrastructure. This granular level of data empowers smart city managers to detect, address, and plan for maintenance needs, optimizing the use of V2G systems to meet energy demands sustainably. • Scalability for Future Smart City Initiatives: Designed with adaptability in mind, CompassAVL supports multiple network types and integrates seamlessly with other smart city systems, allowing cities to expand capabilities as new technologies emerge. As V2G and related applications continue to develop, our solution supports integration with future technologies, ensuring flexibility to meet evolving urban needs. <p>CompassCom's compatibility with new electric vehicle interfaces for government fleets contributes to sustainability goals. Currently, winter maintenance professionals use the CompassCom solution to monitor real-time performance against Snow Maintenance Plans, providing data-driven insights for improved performance. The portability of Esri-compatible fleet data from CompassCom will continue to support smart city growth and sustainability efforts.</p> |

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| 48 | <p>Describe any capabilities around safety and accident management your proposed solutions offer.</p> | <p>Safety is the foremost benefit of the CompassCom solution. Every day, we are dedicated to designing a top-tier fleet management and asset tracking system that enhances lone worker and officer safety, improves driver behavior, automates winter street maintenance for safer transportation networks, and reduces incident response times to save lives.</p> <p>Nexar Camera Integration for Real-Time Incident Documentation: Our solution integrates with Nexar AI-powered cameras to capture real-time, high-definition video footage of road conditions and incidents. In the event of an accident, the camera's AI algorithms detect sudden changes, such as hard braking or collisions, and immediately trigger video recording. This footage is invaluable for post-incident analysis, helping organizations accurately assess and address safety events.</p> <p>Automated Incident Alerts for Rapid Response: Upon detecting an incident, our solution generates automated alerts, sending real-time notifications to managers and first responders. This rapid response capability allows decision-makers to quickly assess situations and deploy resources to the scene, minimizing response time and potentially preventing further accidents.</p> <p>Enhanced Driver Safety through Behavioral Insights: By integrating Nexar camera data with GPS tracking, our solution provides insights into driver behavior, including speeding, hard stops, and other risky actions. These behavioral insights help organizations proactively address unsafe driving habits, supporting targeted training that improves driver safety and reduces accident risks.</p> <p>Comprehensive Reporting for Compliance and Risk Management: The system's data reporting features enable the creation of detailed incident reports, including location data, video evidence, and timestamps. These reports support compliance efforts, insurance claims, and risk management, providing organizations with a comprehensive view of each incident for accurate documentation and liability assessment.</p> <p>With advancements in AI, we are committed to developing tools that further support operational and mission safety. However, in the government sector, these tools will continue to require human oversight to make informed safety decisions for the foreseeable future.</p> |
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Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment |
|-----------|--|---|--|--|
| 49 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | <input checked="" type="radio"/> Yes <input type="radio"/> No | CompassData is approved for Women Owned Business and Small Business Certifications. CompassCom as a subsidiary is in the process of being added to the Certifications. CompassData Denver Economic Development & Opportunity DBE Certification June 24, 2024 |
| 50 | | Minority Business Enterprise (MBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 51 | | Women Business Enterprise (WBE) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Denver Economic Development & Opportunity MWBE Certification June 24, 2024 |
| 52 | | Disabled-Owned Business Enterprise (DOBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 53 | | Veteran-Owned Business Enterprise (VBE) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 54 | | Service-Disabled Veteran-Owned Business (SDVOB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 55 | | Small Business Enterprise (SBE) | <input checked="" type="radio"/> Yes <input type="radio"/> No | Denver Economic Development & Opportunity SBE Certification June 24, 2024 |
| 56 | | Small Disadvantaged Business (SDB) | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 57 | | Women-Owned Small Business (WOSB) | <input checked="" type="radio"/> Yes <input type="radio"/> No | |

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 58 | Describe your payment terms and accepted payment methods. | Net 30 | * |
| 59 | Describe any leasing or financing options available for use by educational or governmental entities. | No leasing options | * |
| 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. | CompassCom has a standard sales process that is automated in our Microsoft CRM. Lead dynamics, demo requests, quotation and order documentation are monitored and track in our system. An example standard technology license and service agreement are attached in the document section. | * |
| 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? | We accept standard credit cards for no additional fee to the participants. Credit card purchase does not effect the Source service fee. | * |

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| 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. | The price list for this agreement is posted as a attachment for this section. The price list is based on a discount to MSRP. The participant receives a 10 % discount. The Sourcewell service fee is 5% of total of each extended line item. Shipping, taxes and additional handling fees are not available for the Sourcewell service fee. | * |
| 63 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | The participant pricing is based on a 10% discount on 1 – 24 quantity on the current MRSP | * |
| 64 | Describe any quantity or volume discounts or rebate programs that you offer. | Volume discounts are available to participants on larger volume purchases. Volume is determined by the number of hardware units purchased, software license or Units in service for CompassWorks hosted service. | * |
| 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. | Out of scope contract services examples including non-recurring engineering, 3rd party software, 3rd party computer systems hardware, extraordinary installation costs, custom software development are not profit centers for the contract effort. These system and services help the participant to get the product or service they need. A 10% fee for handling will be added to these items and are not part of the Sourcewell service fee calculation. | * |
| 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. | 3rd party vehicle installation contractors 3rd party IT consultants required by the participant 3rd party security screening service or system security hardening 3rd party computer systems the participant needs to operate the system | * |
| 67 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight, delivery or shipping applies to vehicle hardware, accessories or system computers requested by the participants. | * |
| 68 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | CompassCom is a global provider and support freight, shipping, tariffs, and handling fees for delivery to the USA, USA Territories, Canada and other offshore locations. | * |
| 69 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | CompassCom resellers or staff may provide hardware and computer systems that may be delivered by the service tech without shipping fees. | * |
| 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. | Our sales, operations, and reseller partners will undergo a formal training upon the award of our agreement. The Sourcewell pricing will be saved in our CRM sales support system and available to our staff for reference. CompassCom control will monitor sales conducted with the contract vehicle and report our invoice and paid contracts on a quarterly calendar schedule. Payment will be issued to Source with the quarterly report. | * |
| 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. | CompassCom track job numbers with cost of goods and labor per order. Sourcewell orders will be tracked in our existing CRM and accounting software to report on efficiency, delivery and profit. | * |
| 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. | 5% on product and service line items as presented in the attached price list. We are open to discussion of this fee as we are first time responder to Sourcewell and have no direction to what is appropriate. We can discuss the final number as we negotiate the final agreement. | * |

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. | The pricing offer aligns with GSA rates typically provided to federal government entities. This discount enables CompassCom's resale partners to utilize this contract vehicle, pay an acceptable contract fee, and maintain a reasonable profit margin. | * |

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>CompassCom offers government agencies Fleet Management Technology with three deployment options:</p> <ol style="list-style-type: none"> 1. Cloud via Microsoft Azure: Hosted on Microsoft Azure, this option provides scalability, robust security, and reliable access. It supports integration with various communication networks, including broadband, LMR, and satellite, making it ideal for complex operational environments. 2. On-Premises Deployment: For agencies with stringent IT security requirements, our platform can be deployed behind a firewall with secure wireless network connections for asset location tracking. Mapping data is accessed via an on-premises ArcGIS server, ensuring a highly secure, internal solution. 3. Tactical Portable System: A self-contained, portable system that allows agencies to bring their own wireless connectivity and real-time mapping capabilities, ideal for field operations requiring flexibility and rapid deployment. <p>Standard COTS Solutions Offered by CompassCom</p> <ul style="list-style-type: none"> • CompassWorks® (Azure-Hosted Platform): Hosted on Microsoft Azure, CompassWorks provides an integrated platform for real-time geospatial data and location intelligence in fleet and asset management. With features like real-time tracking, custom map layers, and comprehensive reporting, CompassWorks enables informed decision-making that enhances operational efficiency. Its Azure hosting ensures scalability, security, and dependable access, while supporting integration with various communication networks (broadband, LMR, Satcom), making it ideal for complex operational setups. • CompassTrac® Enterprise (On-Premises Solution): A scalable, on-premises solution, CompassTrac Enterprise is tailored for managing extensive fleets and LMR (Land Mobile Radio) assets. It offers centralized control, role-based access, and advanced reporting, making it suitable for distributed operations with high security and oversight needs. Real-time alerts—including geofence, LMR emergency notifications, and engine diagnostics—enhance situational awareness, enabling rapid response to critical events. Esri ArcGIS integration provides detailed GIS mapping, optimizing routes, automating maintenance schedules, and supporting comprehensive asset and LMR radio utilization, making it a strong choice for secure, in-house deployment. • CompassRespond®: Designed for tactical, in-field operations on P25 LMR or broadband networks, CompassRespond equips first responders and public safety teams with critical situational awareness. This solution provides real-time updates, location data, and incident alerts, supporting rapid coordination in areas with inconsistent wireless coverage. With satellite or broadband connectivity, CompassRespond extends location awareness by backhauling data to CompassTrac Enterprise, ensuring visibility of assets and personnel even when devices are off-network. This supports operational oversight across all environments. • CompassAVL® (Public-Facing Viewer for Municipal Customers): CompassAVL is a public-facing platform designed to enhance transparency and community engagement for municipal customers. It offers real-time visibility into city services such as snow removal, street sweeping, recycling, and garbage collection, allowing residents and stakeholders to stay informed on service schedules, route progress, and real-time updates. This transparency builds public trust, improves communication, and makes essential services accessible to the community. <p>Sourcewell Alignment</p> <p>The CompassCom product line aligns seamlessly with Sourcewell's standard purchase agreements. Our COTS products support diverse workflows across multiple government agencies, making pricing and bidding both efficient and sustainable. The ability to match deliverables with a standardized pricing structure enhances customer satisfaction, enables rapid delivery, and ensures smooth acceptance by end users.</p> |
| 75 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>The CompassCom pricing model is organized into subcategories that encompass our standard product offerings:</p> <ul style="list-style-type: none"> • AVL On-Prem Software: Covers CompassTrac® Enterprise, CompassRespond®, and related software modules for on-premises and tactical deployments. • AVL Hosted: Includes CompassWorks SaaS base software and associated software modules for cloud-based solutions. • Hardware: Comprises in-vehicle hardware, sensors, and accessories. |

Table 8B: Depth and Breadth of Offered Solutions

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|------------------|-----------|----------|
|-----------|------------------|-----------|----------|

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|----|---|--|---|---|
| 76 | Fleet management information systems | <input checked="" type="radio"/> Yes <input type="radio"/> No | A real-time fleet management information system that displays location data on a GIS-centric map, with data stored in a SQL database for after-action reporting and playback. GPS-enabled devices report location and status via broadband, land mobile radio, and satellite communication within a single platform. Connectors are available to deliver data to third-party fleet management systems for enhanced operations. | * |
| 77 | Fleet technology related hardware solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | GPS location technology is deployed in modems or smartphones with broadband communication, in-vehicle and handheld land mobile radio devices, and satellite modems supporting Iridium and Starlink communications. Sensor interfaces are available for onboard diagnostics, road and air temperature, plow up/down for snowplows, broom up/down for street sweepers, and integration with snow material spreader controllers. | * |
| 78 | Related software solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Standard COT fleet management and asset tracking solutions that support 3 deployment methods. CompassWorks is a SaaS Azure based cloud deployment. CompassTrac Enterprise support on premises when secure and system harden solutions are the requirement. CompassRespond is a portable tactical solution on a ruggedized laptop deployed with a host land mobile radio when wireless connectivity is not consistent. Host radio connect to other radios in the vicinity for real-time command and control. | * |
| 79 | Fleet telematics | <input checked="" type="radio"/> Yes <input type="radio"/> No | The standard COT real-time solution provides wireless connectivity to monitor location, speed, odometer readings, engine diagnostics, driver behavior, and route performance on a GIS-centric map display. Data is stored in a SQL database for after-action reporting and replay, empowering fleet management decisions. The system includes configurable alerts that notify users on the display or via email for key issues such as low battery, check engine light, DTC codes, high temperature, low oil pressure, and other critical KPIs. The solution supports multiple output connectors to deliver data to third-party asset management or fleet maintenance software solutions. | * |

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| 80 | Fleet monitoring and asset tracking | <input checked="" type="radio"/> Yes <input type="radio"/> No | CompassCom's standard COT real-time location solution uses wireless connectivity to monitor fleet vehicles, smartphones, land mobile radios (both in-vehicle and handheld), high-value assets, and sensors. Mobile IoT devices connected via broadband cellular, land mobile radio, or satellite communications networks can be tracked and monitored in a single interoperable system. The user display operates in an Esri-based, GIS-centric viewer, with data stored in a SQL database for after-action reporting, dashboards, and playback. Standard features include configurable breadcrumbs, alerts, and geofencing. | * |
| 81 | Geofencing solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Geofencing is a standard feature in all CompassCom solutions. Users can import geofences from Esri ArcGIS or create them directly in the CompassTrac viewer. User-defined geofence routes and polygons are saved for future use. Geofence reports display the history of asset entries or exits within areas of interest. Alerts can be set up to notify users when assets enter or leave a geofence, with alerts either highlighted on the map display or sent to a designated contact via email. | * |
| 82 | Motor pool and fleet sharing solutions services | <input type="radio"/> Yes <input checked="" type="radio"/> No | None | * |
| 83 | Integrated video solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | CompassCom offers forward-facing cameras for real-time and replayable imagery and video. Data is securely stored in the cloud and accessible to users via secure login. The system also records harsh acceleration and braking events, as well as impact incidents, which trigger alerts to users. Crowdsourced imagery captures road features and notifies users of changes to street signs or street furniture if damaged or missing. | * |
| 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 | None | * |

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](#) - Sourcewell_Pricing_10282024.pdf - Monday October 28, 2024 18:55:33
- [Financial Strength and Stability](#) - Finacial_Viability.pdf - Tuesday October 29, 2024 13:14:47
- [Marketing Plan/Samples](#) - APWA_post_92024.png - Monday October 28, 2024 22:43:48
- [WMBE/MBE/SBE or Related Certificates](#) - Denver_Letter_MWBE_20401258_0005704872_01684720_20240624094008_4243.pdf - Monday October 28, 2024 15:26:26
- [Standard Transaction Document Samples](#) - Technology License and Services Agreement (2022 Final).pdf - Monday October 28, 2024 22:10:58
- Requested Exceptions (optional)
- Upload Additional Document (optional)

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. - Brant Howard, CEO, CompassCom Software Corporation

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 |