

**Solicitation Number: 020221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Forward Thinking Systems LLC, 575 Jericho Turnpike, Suite 301, Jericho, NY 11753 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. 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. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract 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 vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Contract or other

insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor 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 the Canadian 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract 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 also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts 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.

B. 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 or 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 Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

E. 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. 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. Vendor 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.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor 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.

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

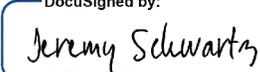
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

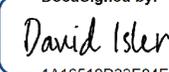
## 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

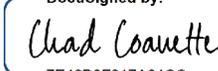
Sourcewell

Forward Thinking Systems LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/24/2021 | 1:47 PM CDT

DocuSigned by:  
  
By: 1A16519D33E84E1...  
David Isler  
Title: CEO  
Date: 3/26/2021 | 12:46 AM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 3/26/2021 | 6:15 AM CDT

# RFP 020221 - Fleet Management Technologies with Related Software Solutions

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## Vendor Details

Company Name: Forward Thinking Systems

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

Address: 575 Jericho Turnpike  
Suite 301  
Jericho, NY 11753

Contact: Alfred Alvarez

Email: alf.alvarez@ftsgps.com

Phone: 214-727-3798

HST#: 20-2137241

## Submission Details

Created On: Friday January 08, 2021 09:40:34

Submitted On: Tuesday February 02, 2021 15:37:57

Submitted By: David Isler

Email: david.isler@ftsgps.com

Transaction #: 78750703-a3b9-45f5-9191-8b6dc719a3dc

Submitter's IP Address: 96.57.49.37

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Forward Thinking Systems LLC
2	Proposer Address:	Forward Thinking Systems 575 Jericho Turnpike Suite 301, Jericho, NY 11753
3	Proposer website address:	www.ftsgps.com
4	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 and, in the event of award, will be expected to execute the resulting contract):	Name: David Isler Title: CEO Phone: (516) 629-4918 Email: david.isler@ftsgps.com Physical Address: 575 Jericho Turnpike Suite 301 Jericho, NY 11753
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: David Isler Title: CEO Phone: (516) 629-4918 Email: david.isler@ftsgps.com Physical Address: 575 Jericho Turnpike Suite 301 Jericho, NY 11753
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Alfred Alvarez Title: Sr. Business Development Manager Phone: (214) 727-3798 Email: alf.alvarez@ftsgps.com Physical Address: 575 Jericho Turnpike Suite 301 Jericho, NY 11753

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded in 2005 and headquartered in Jericho, NY, Forward Thinking Systems (FTS) has established itself as a leader in delivering advanced telematics solutions. Our team is dedicated to creating cutting-edge technology that continuously evolves to provide our customers with modern, innovative products that improve public and private logistical operations.</p> <p>Every person here at FTS is committed to excellence. We strive to find new ways to help our customers achieve their business goals to improve safety, increase efficiency, and enhance profitably. We are also dedicated to providing world-class services and support to help ensure their success.</p> <p>We believe that managers make the best decisions when they have all the facts, and that real-time information is invaluable in logistics. We believe that modern technology can improve driving habits and help everyone get home safely. We believe that more efficient routes and better use of resources helps both business and the environment.</p> <p>We have achieved success by consistently adhering to our core values:</p> <ol style="list-style-type: none"> <li>1) Dedication to Innovation – Our company's roots are in engineering, so we are passionate about creating new technological solutions that are continually improved upon to customers stay ahead with minimal effort on their part.</li> <li>2) Commitment to Excellence – Whether it is through technological innovations, sales integrity, or operations/support superiority, we focus on providing our customers with innovative solutions that move their fleet operations forward.</li> <li>3) Complete Customer Satisfaction – FTS prides itself on offering the highest level of customer service and satisfaction to our clients, with access to 24/7 technical support. We provide rapid responses that demonstrate our attention to detail with clearly defined escalation paths. We listen closely to our clients and partners and take suggestions on how to enhance our products and services. We are always striving to enhance our operation as we incorporate great ideas collected from our diverse customer base.</li> </ol> <p>We believe our combination of technology and support provides customers with the most comprehensive approach to fleet tracking and management, offering them the best solution options available in the telematics space.</p>
8	What are your company's expectations in the event of an award?	<p>FTS has enjoyed sustained growth since our inception, and we have ambitious growth goals for the future. Being awarded this contract will help us accelerate our growth by offering a more efficient procurement process to our existing and target clients.</p> <p>With our targeted marketing and sales focus, we have the potential to capture a significant share of the market, with an estimated growth of 15% (CAGR) through 2024.</p> <p>We expect to see substantial growth with the ELD launch in Canada in mid-2021. We are diversifying our partnerships and continue to grow within the communities that Sourcewell members already service.</p> <p>FTS is already involved in government trade shows and, with our new partnership in place, will continue to grow alongside Sourcewell. We expect to see incredible growth in the video telematics industry as our research shows that this technology will be one of the fastest growing segments in the fleet telematics space.</p> <p>We expect to have regular meetings with Sourcewell as we progress through the process to remain aligned with how the organization serves its members.</p>
9	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.	<p>FTS has been in business providing services to companies worldwide since 2005. We have had the honor of servicing large public and private organizations and have been vetted by these organizations based on financial viability as well as infrastructure and security. Several of those entities have been provided as references in this RFP.</p> <p>FTS has reported profits in the last three years and fully expects to continue this upward trajectory in 2021.</p> <p>Many of our vendor relationships, and banking relationships span over a decade. Including partnerships with Garmin, Calamp, Google, and Oracle.</p> <p>Lastly please find attached a letter from our accounting firm and our latest D&amp;B report that both attest to our financial strength and growth. Even during a challenging year for many industries, we saw significant growth in our business and maintained well above average credit scores in our industry.</p>

10	What is your US market share for the solutions that you are proposing?	<p>Forward Thinking Systems has one percent of the U.S. market share when comparing AVL and fleet management solutions.</p> <p>FTS owns 10 to 14 percent of the U.S. market share for advanced video telematics solutions including Artificial Intelligence video camera and in-cabin feedback systems.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>FTS currently has an ELD compliant solution for Canada ELD and is in the process of certifying ELD in Canada. We have a strong partnership with Bell in Canada, who serves as our largest Canadian reseller. We likewise have access to installers and data on Rogers and Telus.</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, FTS has never petitioned for bankruptcy protection.</p>	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>FTS is a comprehensive service provider. We employ in-house sales and support teams, as well as a large network of third-party resellers. Those resellers employ their own sales teams and get sales and support assistance from FTS.</p> <p>Resellers work with us in various capacities and can function as simple referral partnerships to fully integrated sales processes with FTS fulfilling the orders.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>FTS is aware that Sourcewell is comprised of members from several types of agencies. Through our work with government, education, non-profits, and other partnership, we have learned that few of those entities require certifications or licenses from software providers like FTS.</p> <p>FTS is willing to attain any of the proper business licenses as required by any agency or authority if not already correctly certified. We are happy to work with the agency to apply for any licenses that would be required.</p> <p>Any equipment that requires FCC, PTCRB, or IC certifications have already been certified by FTS. Our data centers and Cloud providers also have ISO 27001:2013 certification, SOC 1, Type 2 and SOC 2, Type 2, and SOC 3 attestations.</p> <p>These certifications and attestations offer customers the highest forms of independent assurance available with respect to internal control, data protection and regulatory compliance.</p> <p>Additionally, FTS is certified in California for the BAR CTP program to continuously monitor smog emissions by collecting data on diagnostic trouble codes and smog-specific sensor information. The FTS ELD solution is also FMCSA-certified as compliant through the in the U.S. and is currently going through the certification process in Canada for ELDs.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>To the best of our knowledge, FTS certifies that we have not been listed by any federal or state authority as debarred or suspended.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>FTS was awarded a Bronze Stevie® Award in the 18th Annual American Business Awards® for its FleetCam® AI solution in the Artificial Intelligence/Machine Learning Solution category in 2020.</p> <p>According to a judge for the American Business Awards, FleetCam® and its ability to "provide reliable and accurate information regarding the driving environment of trucks is an outstanding advancement in technology regarding safety and protecting company assets."</p> <p>Overall, judges were impressed with the solution's ability to dramatically improve fleet safety with real-time in-cab alerts, help companies immediately assess liability, and help managers coach drivers.</p> <p>FleetCam® AI was also shortlisted for the 2020 TU Automotive Awards' Fleet Product of the Year category.</p>
17	What percentage of your sales are to the governmental sector in the past three years	<p>FTS' government contracts equal about 20 percent of our business.</p> <p>FTS is focused on expanding its reach in the government space. With our work in Continuous Testing Program in California and Nevada CTP, implementation of GIS Layers on the mapping in Intellihub, and Secure SSO, and two factor authentications, we have solutions that are easy for government fleets to integrate, utilize and trust.</p> <p>Additionally, thanks to a partnership between Cradlepoint® and FTS, it is easy to integrate a cost-effective fleet management solution on Cradlepoint's mobile routers.</p> <p>Cradlepoint® mobile routers turn vehicles into rolling hotspots, offering users reliable and cost-effective connectivity for devices in and around vehicles. These rugged routers support multiple 4G LTE connections and are built to withstand and operate in extreme conditions.</p> <p>This is one of the only solutions available that seamlessly works with both the FirstNet® system for emergency vehicles and an ELD solution.</p>
18	What percentage of your sales are to the education sector in the past three years	One percent of our sales have come from the education sector in the last three years.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Forward Thinking Systems is engaged in the California State Contract "Procurement of GPS Units and Monitoring Service" with San Bernardino and Riverside Counties. The annual sales volume for Contract VHS120-FL000-3546 in 2020 was \$487,320.00.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	FTS holds a California State contract for telematics listed as VHS120-FL000-3546 "Procurement of GPS Units and Monitoring Service." FTS is also on the end stages of applying for GSA. The annual sales in 2020 amounted to \$487,320.00.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
San Bernardino County	Craig Donovan	(909) 677-6224
Riverside County	Candice Anderson Dan Tommie	(951) 955 4659 (951) 955-4657
City of Euless	Gary Gregg	(817) 685-1688

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Not disclosed	Government	California - CA	Telematics OBDII with CTP Testing and asset tracking with integration to Faster Web	2550 units	\$400,860.00
Not disclosed	Government	California - CA	Telematics OBDII with CTP Testing and asset tracking with integration to Faster Web	1,100 units	\$86,400.00
Not disclosed	Government	California - CA	Telematics with software customization.	180 units	\$119,700.00
Not disclosed	Government	Texas - TX	Intellihub providing GPS tracking on Cradlepoint IBR900's	279 units	\$66,960.00
Not disclosed	Government	Ohio - OH	GPS Telematics for different departments in the city.	52 units	\$47,982.00

**Table 6: Ability to Sell and Deliver Service**

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 *
23	Sales force.	FTS has a dedicated team of both inside and outside sales representatives, with eight direct FTS sales employees. FTS' products are also offered by more than 4,000 representatives across multiple channels, such as T-Mobile, Verizon, Bell Canada, and a large reseller network.
24	Dealer network or other distribution methods.	In the United States FTS is fortunate to have a strong cellular carrier-based sales team. FTS is a sell with Partnership with T-Mobile and Sprint. FTS is also partnered with Verizon as part of their PRM partner relationship management software program.  In Canada, Bell Canada resells FTS products as part of their fleet vertical.  FTS utilizes its proprietary Engage 360 platform to support its robust network of carefully vetted dealers and resellers. Using this platform, the resellers place orders, provision devices and ensure that their customers are getting the equipment that is best suited for their fleet and organization operations.
25	Service force.	FTS realizes as a Sourcewell partner that service and support are of the utmost importance to its members. FTS prides itself on offering comprehensive on-boarding services, exceptional customer service, and technical support.  Onboarding and Professional Services Teams: Our Onboarding and Training team conducts live on-line training and assists with user and account setup in the Intellihub portal. Our Professional Services team works with members for any of their customization needs. We also provide members with training materials and manuals in electronic format.  Configuration and Installation Team: Our Configuration Team provisions equipment with the proper configuration for all new orders as well as warranty replacements. Each unit is tested and must pass quality assurance before it is shipped to the end user. If professional installation is requested, our Installation Team can coordinate with members.  Technical Support Team: Our Support team is available 24 hours per day, 7 days per week, 365 days per year. FTS is proud of the fact that our average wait times are less than 20-second on inbound calls. Our support staff answers questions on customer service as well as advanced technical support requests.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>FTS prides itself on its impeccable customer service, making it as easy as possible for customers and resellers to get the answers they need.</p> <p>FTS' customer service / technical support is available 24 hours a day, 7 days a week and 365 days per year. Support can be reached by either email. support@ftsgps.com or phone call (866) 221-1864 x 2</p> <p>FTS is proud of the fact that our average wait time is less than 20 seconds and 90% of tickets are resolved on the initial call. When calls are escalated to engineering or the software development team, those tickets are resolved, on average, in 1-2 business days.</p> <p>Our support team handles all installation device verification, including firmware updates that are performed OTA. Most support items can be handled remotely.</p> <p>FTS also offers an onboarding team and professional services to help implement the FTS solution and any special projects.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	FTS can accommodate the needs of Sourcewell members of all sizes. We have adequate inventory as well as personnel to fulfil orders in a timely basis. Our systems are built in a scalable model where adding capacity on short notice is not an issue. We can comfortably add tens of thousands of units per month. Additionally, we have a nationwide install network.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>FTS will accommodate the needs of Sourcewell members of all sizes. We have adequate inventory as well as personnel to fulfil orders in a timely basis.</p> <p>Our systems are built in a scalable model where adding capacity on short notice is not an issue. We can comfortably add tens of thousands of units per month. Additionally, we have a nationwide installation network.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	FTS is comfortable servicing any geographic region within both the US and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	FTS is happy to serve any participating entity sectors in any geographic region and does not have any limiting contracts.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions that apply.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The FTS team is acutely aware of the ever-changing landscape of vehicle and video Telematics. We understand the value of holding a Sourcewell contract and the need to expand the member base. An ideal Sourcewell partner will be able exhibit its products for the benefit for Sourcewell's members.</p> <p>Upon award of a contract FTS will officially announce the new partnership in the form of a press release and a blog announcement, shared on social media, and in our monthly newsletter. We would also be interested in creating customer testimonials from agencies that are using FTS products once the account was established. (Please see attached marketing materials)</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Forward Thinking Systems currently uses our websites FTSGPS.com and FleetCam®.com to advertise and explain our product offerings. We also utilize social media platforms such as Facebook, LinkedIn, Instagram, and Twitter.</p> <p>We use Newswire to market any relevant announcements along with mail lists to send out marketing emails. Additionally, we use digital thought leadership pieces to demonstrate our brand value such guest posts, speaking engagements, expos, presentations, and panels.</p> <p>90% of our marketing strategy is based on technology and data (tools such as ahrefs, SEMRush, Google Analytics, Search Console, and other optimizations based on metadata research.)</p> <p>However, the most important technology we use for the remaining 10% is human logic, analysis, and intuition.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>FTS recognizes that Sourcewell is the national leader in cooperative contracts. With that knowledge FTS plans to build out a marketing plan surrounding the announcement that FTS has been awarded a contract.</p> <p>We expect Sourcewell to continue to add members to its program so both Sourcewell and FTS can benefit from the award. We also expect Sourcewell to assist with contract training.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>FTS has an e-procurement portal system known as Engage360 in which all products are listed and accessible online.</p> <p>Engage360 simplifies the e-procurement process by providing bundled package recommendations for the most common solutions and configurations. Within Engage360, a user can select a bundle or, if needed, select individual skus to build an order. Pricing and discounts will be automatically applied within the portal.</p> <p>In addition to the portal, Sourcewell members will have access to dedicate account representatives who can assist with consulting on the recommended configuration, entering the order in Engage360, and overseeing the deployment process.</p> <p>Once an order agreement has been reached, FTS will send a quote over with the details of the project laid out for approval by the Sourcewell member. Once the order is approved, FTS will prepare the order for shipping and implementation, including installation if part of the order.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *

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

		<p>FleetCam® is one of the only telematics systems on the market that utilizes dead reckoning technology to improve its ADAS and vehicle tracking systems. It helps the AI features determine where a vehicle will end up if it continues to travel at its current speed and direction. That calculation is invaluable when using it to bolster the FleetCam® collision prevention system's readings. It helps the AI sensors determine if the driver is on track to leave a lane or crash into a stopped vehicle.</p> <p>Field Warrior® is FTS' mobile workforce application, providing electronic logbooks, dispatch, navigation, digital forms, signature captures, and more into a single, easy-to-use app. The app can run on a driver's existing devices or on special ruggedized devices. Field Warrior® is integrated with IntelliHub® for ease of communication between dispatch and the field employees.</p> <p>Monarch® is a mobile app that allows managers to access the same valuable information and respond to issues as they would on IntelliHub®. This allows decision-makers to monitor and respond to fleet issues remotely using their smartphone or tablet.</p> <p>FTS offers secure restful APIs and SFTPs. Single sign-on (SSO) capabilities and two-factor authentication round out accessibility and security needs, providing clients with a safe and reliable system that keeps operations running smoothly.</p> <p>Our products can easily integrate various fuel cards, to streamline logistical operations onto one digital platform. Fuel card integrations are the ideal solution for quick and simple IFTA reporting, so users can automatically import data from fuel card providers like location, gallons, total cost, and the date/time of fuel purchases. Our system integrates with many of the largest fuel card providers, including Wex, Wright Express, and Comdata.</p> <p>Additionally, thanks to a partnership between Cradlepoint® and FTS, it is easy to integrate a cost-effective fleet management solution on Cradlepoint's mobile routers.</p> <p>Cradlepoint® mobile routers turn vehicles into rolling hotspots, offering users reliable and cost-effective connectivity for devices in and around vehicles. These rugged routers support multiple 4G LTE connections and are built to withstand and operate in extreme conditions. This is the only solution available that seamlessly works with both the FirstNet® system for emergency vehicles and an ELD solution.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>FTS has been providing green emissions testing in California since 2015. FTS was an instrumental thought leader in its development and launch. The Continuous Testing Program offers government fleets in California an easier, more efficient, and environmentally friendly way to track vehicle emissions.</p> <p>Forward Thinking Systems is also the only provider to assist the state of Nevada with a similar program. Qualified private fleets can also skip conventional emissions tests and keep vehicles running cleanly when they participate in the state's new Continuous Monitoring program.</p> <p>Vehicles that are approved to participate in these programs can use them as substitutes to the states' physical smog check inspections if they meet the criteria, helping avoid inspection fees and save valuable time.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Forward Thinking Systems is committed to supporting sustainable practices both internally and through the services we provide our customers.</p> <p>We help fleets reduce their environmental impact by helping them monitor and reduce fuel waste. Idling for extended periods of time, drivers taking longer routes, to speeding or braking harshly – all the behaviors have an impact on the amount of fuel that is used. Using actionable intelligence and data points to help identify opportunities to reduce waste.</p> <p>We also help fleets reduce the amount of paper waste they produce by helping them get the job done electronically. Our commitment to reducing paper waste has led to the innovative apps that drive digital forms, capture electronic signatures, and, in some cases, eliminate the need for paper forms entirely.</p> <p>We are dedicated to investing in the future through a paid internship program that helps the next generation of engineers, programmers, and problem-solvers learn about practical technical applications through real-world experience.</p> <p>As technology continues to improve, Forward Thinking Systems is committed to leading the charge in innovation; creating and refining solutions that enable us to help create a bright and sustainable future for generations to come.</p>

40	Describe 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 of certification (as applicable) in the document upload section of your response.	Forward Thinking Systems is not a minority-owned, veteran-owned, or woman-owned business.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Forward Thinking Systems offers a wide range of products that include advanced GPS tracking, video telematics, workforce automation, maintenance tracking, routing, and dispatch. We can accommodate the wide range of needs Sourcewell's members have, both now and in the future.</p> <p>FTS specifically differentiates itself by offering intuitive fleet tracking and managements solutions and exceptional customer service, offering products that include:</p> <ul style="list-style-type: none"> <li>A user-friendly web portal to view and manage all assets.</li> <li>An Android/iOS app that allows managers to view key logistical information while on-the-go.</li> <li>Award-winning FleetCam® AI video solution with lifesaving in-cab alerts to instantly notify drivers of dangerous or unwanted behavior.</li> <li>Comprehensive FleetCam® product line that continues to expand.</li> <li>Advanced built-in driver coaching system and driver scorecards.</li> <li>Google mapping that includes street views and GIS layers.</li> <li>Customizable mapping icons and colors to easily identify assets.</li> <li>Angle-based reporting to create informative breadcrumb trail detailing a driver's journey.</li> <li>Inactivity Reports. Allows agencies to see how many vehicles are not being used.</li> <li>Secure restful APIs and FTPs allow the FTS platform to integrate with many different types of software.</li> <li>Single sign-on (SSO) capabilities and two-factor authentication. More secure environment for user and agencies.</li> <li>TITAN App is the FTS installation application used to configure GPS and FleetCam systems during initial installation.</li> <li>Driver ID technologies I.E. Bluetooth, RFID, ELD login, Facial Recognition if equipped with FleetCam.</li> </ul>

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	<p>Yes, all FTS hardware parts and products will be warranted for the lesser of 36 months or the life of the contract. For a month-to-month purchase with no contract term, FTS will warranty hardware products and parts for 12 months. Additionally, FTS provides a 30-day warranty on labor for installations provided by FTS.</p> <p>FTS warrants for up to a thirty-six (36) month period beginning on the Effective Date of this Agreement, not to exceed the term of the agreement, (the "Warranty Period"), all Equipment: (i) will be free from material defects in materials and workmanship, and (ii) will substantially conform to any specifications provided to or made available to Customer and pertaining to such Equipment. The foregoing warranties do not extend to: (i) any failure in the Equipment due to accident, abuse, misuse or negligent or incorrect use, maintenance or storage of the Equipment; (ii) any failure resulting from use in other than a normal and customary manner under normal environmental conditions in a commercial trucking or vehicle application conforming to the Equipment's instructions; (iii) any failure in the Equipment caused by failing to follow prescribed operating maintenance procedures; (iv) any failure in the Equipment due to modifications, alterations, additions or changes to the Equipment not made or authorized to be made by FTS; or (v) damage caused by force of nature, external causes, or act of any third party (other than FTS or its duly-authorized representative). The foregoing warranties are void and of no force or effect if any Equipment is installed or serviced by any party other than FTS or an installation/repair agent authorized by FTS. Except as set forth herein during the Warranty Period, Customer has no right to return any Equipment to FTS.</p>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see the response to question 42.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	FTS provides a 30-day warranty on installation labor which includes travel time and mileage.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, FTS has a network of installers that can cover any location in the U.S. or Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, FTS will warranty all equipment sold by FTS, including those manufactured by a third party, for the lesser of 36 months or the term of the contract. For month-to-month purchases or orders without a contract, FTS will warranty equipment for 12 months.	*

47	What are your proposed exchange and return programs and policies?	<p>FTS offers an RMA exchange program for defective equipment. Members should reach out to the FTS support team at support@ftsgps.com or (866) 221-1864 to start troubleshooting the device.</p> <p>Warranty Procedures. Customer will, within the Warranty Period, notify FTS of any Equipment containing defects Customer believes to be covered by the limited warranties provided in paragraph (a) of this Section (the "Limited Warranty"), and will request a Returned Material Authorization ("RMA") number from FTS. For purposes of this Section 3(b), Customer may notify FTS of any such defect potentially covered by the Limited Warranty by contacting FTS customer support ("FTS Support") by phone at (866) 221-1864 or by email at support@ftsgps.com. Provided the defects alleged by Customer are covered under this Limited Warranty, FTS will (i) issue an RMA number to Customer promptly following receipt of the request or (ii) arrange with Customer for a FTS-authorized agent to inspect the Equipment at Customer's location; the FTS-authorized agent may issue an RMA number after its inspection. Upon issuance of the RMA number to Customer, FTS shall, at its sole option and expense, repair or replace the defective Equipment. In the event FTS replaces the defective Equipment, FTS shall ship replacement equipment ("Replacement Equipment") to Customer in replacement of the Equipment, and shall include therewith written RMA instructions setting forth the steps required by Customer to return the defective Equipment. Equipment must be removed in the same manner as installed (as set forth in Box 5 above) and Customer shall promptly return said defective Equipment in accordance with said RMA instructions. If defective Equipment is received by FTS during the applicable Warranty Period, and provided FTS determines, in its reasonable discretion, that the defect in the Equipment is covered by this Limited Warranty, FTS will provide such replacement or repair services at no additional cost to Customer. Notwithstanding the foregoing, however, in the event the Replacement Equipment is received after expiration of the Warranty Period, or in the event the defective Equipment is not covered by this Limited Warranty, FTS shall charge Customer, and Customer shall pay to FTS, for such Replacement Equipment or repair services, at FTS's then-current list prices; further, in such event, Customer shall be liable for any shipping and insurance charges incurred in connection with shipment of the defective Equipment and/or Replacement Equipment (as applicable). This Section states Customer's sole remedy, and the sole liability of FTS, arising out of the Limited Warranty provided by FTS. Any Replacement Equipment issued to Customer under the terms of this Agreement, may, at the sole discretion of FTS, be refurbished or comprised of refurbished materials.</p>
48	Describe any service contract options for the items included in your proposal.	<p>FTS provides a subscription-based service contracts that can be purchased with the following options:</p> <ul style="list-style-type: none"> <li>• Upfront Purchase: The most popular method for contracting includes an upfront purchase of the solution hardware and a monthly subscription for the corresponding software and service. The subscription fee is typically based on a three-year contract agreement that can be paid monthly or upfront, depending on the customer's preference.</li> <li>• Leasing Option: A leasing option with one of our leasing partners is available for members. Leasing options from 24-months up to 48-months are available, with flexible terms based on unique customer requirements, such as deferred or step-up payments.</li> </ul> <p>FTS offers major software updates and minor software patches to our clients on a regular basis. They are included in our service contract.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Forward Thinking Systems offers net 30 payment terms.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	FTS recognizes that each Sourcewell member will have unique needs from its Telematics provider. FTS offers financing with our preferred lenders and can offer various terms based on the organization's requirements.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>When a Sourcewell member places an order with FTS, they will be in contact with an FTS employee who is specially trained to manage Sourcewell members accounts.</p> <ol style="list-style-type: none"> <li>1) Orders are placed with specially trained FTS team members, a dealer, or directly by a Sourcewell participating entity.</li> <li>2) Orders are entered into Engage 360 FTS order entry system.</li> <li>3) Shipping tickets are automatically created.</li> <li>4) Tracking information is recorded upon shipment.</li> <li>5) Sales data is stored in Engage 360 and will be provided to Sourcewell on a quarterly basis.</li> </ol>	*
52	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?	FTS will accept payment via P-cards. No additional fee.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	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 most popular method for contracting includes an upfront purchase of the solution hardware and a monthly subscription for the corresponding software and service. The subscription fee is typically based on a three-year contract agreement and can be paid monthly or upfront if preferred by the customer.  A leasing option with one of our leasing partners is available for members. Leasing options from various lengths are available, with flexible terms based on customer requirements. Please see upload section for detailed Sourcewell participating entity pricing.
54	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.	Please see Sourcewell participating entity pricing in the upload section.
55	Describe any quantity or volume discounts or rebate programs that you offer.	No rebate programs, while ceiling prices are listed in the pricing documents. Volume discounts will be considered on a case-by-case basis.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	FTS will supply a quote for any sourced items.
57	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.	No additional costs beyond pricing submitted, except for shipping or custom requests outside of the standard scope of this contract. Examples may include requests for on-site training, custom development work, or custom implementation. Such costs will be determined based on the needs of the request.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	FTS offers free ground shipping for the 48-contiguous States in the United States of America.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	FTS would use UPS Small Parcel for most shipments. The service selected would depend on the number of days in transit the customer would require. FTS also provides shipping with UPS Air Freight or UPS Ocean Freight depending on the size of the order. Shipping is quoted based on order size and delivery time requirements.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	FTS distributes its products and services from Jericho, New York. For shipments within North America, we currently use UPS ground shipping.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Forward Thinking Systems is committed to providing accurate data to Sourcewell for each contract. Upon award of any Sourcewell contract, FTS will implement a self-audit compliance program, which will identify and verify cooperative purchasing agreements.</p> <p><b>Audit Process:</b> All Sourcewell entity contracts will be tagged in our Engage 360 order entry/reseller portal. This tag will be used to make sure that correct pricing is applied. It will also be used for the quarterly reporting to Sourcewell. FTS will train selected employees to manage the new Sourcewell audit program. Additionally, these employees will review all Sourcewell-eligible accounts to ensure that they are appropriately tagged for reporting purposes.</p> <p><b>Vendor Reports Sales:</b> FTS will provide Sourcewell with an accurate self-audited vendor report on a quarterly basis as outlined in the Sourcewell contract.</p> <p><b>Vendor Remits Administrative Fee:</b> FTS will remit the 2% administrative fee payment to Sourcewell for all sales during each calendar quarter. This payment will be calculated using sales of all equipment, products and services purchased by participating entities under this contract during each calendar quarter. Payments will note Forward Thinking Systems LLC as the vendor and include the Sourcewell contract number. FTS will remit the administrative fee payment within 45 days at the end of each quarter, in accordance with the terms of the Sourcewell contract.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	FTS understands the value provided by Sourcewell and accordingly we are proposing a 2% administrative fee.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>IntelliHub® - Real-time Vehicle Tracking and Asset Management.</p> <p>IntelliHub® is the browser-based command center that gives users easy access to tools and data. This is where customers manage workload agendas and see every bit of vehicle and driver activity.</p> <p>Users can manage their fleet operations on one platform, with access to real-time tracking, dispatch and messaging, driver scorecards, alerts and notifications, fuel reports, maintenance management, and geofencing setup.</p> <p>Forward Thinking Systems' user-friendly web portal displays the current location and status of fleet vehicles, along with addresses, landmarks, and other relevant information over various map layers.</p> <p>Users can customize labels, icons, and colors to indicate different vehicles, with more information easily available regarding their individual attributes including ID, status, speed, heading, etc. Vehicle attribute data may be instantly queried and displayed in a pop-up box with a simple click.</p> <p>Additionally, alarm and event notifications may be set to notify the user of a status change for a designated vehicle. From the Full Activity pop up, users can access reports, settings, maintenance logs, and cameras (if equipped).</p> <p>FleetCam® - Advanced Fleet Vehicle Video Telematics System:</p> <p>FleetCam® is a state-of-the-art video camera solution that offers up to 5 camera angles per vehicle. The video telematics system is seamlessly integrated into the IntelliHub® platform so customers can see drivers and road conditions in real time.</p> <p>FleetCam® offers livestreaming and historical playback via the IntelliHub® portal, so users do not need to physically access the vehicle to see video clips. Driving event clips are automatically recorded and sorted into a built-in driver coaching system found on IntelliHub® where managers can review clips, set severity levels, and leave notes.</p> <p>FleetCam® AI is an award-winning video telematics solution that relies on AI cameras and sensors to help detect unsafe or unwanted driving behavior and provide in-cab audiovisual feedback to help warn drivers of potential dangers in real-time.</p> <p>The FleetCam® AI video telematics system will alert drivers when the system detects:</p> <ul style="list-style-type: none"> <li>Distracted driving</li> <li>Driver falling asleep</li> <li>Driver smoking</li> <li>Driver using cellphone</li> <li>Following too close</li> <li>Risking collision</li> <li>Unsafe lane departure</li> <li>Harsh cornering</li> <li>Harsh braking</li> <li>Harsh acceleration</li> </ul> <p>Please see attachment in the RFP response for technical information on this question. FTS offers nearly a dozen different base products with hundreds of configuration options that can be customized to meet a customer's individual needs.</p>
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65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Forward Thinking Systems' telematics systems are comprehensive solutions that include real-time GPS tracking, fleet vehicle video cameras, ELD compliance, automated routing, mobile workforce management and mobile apps.</p> <p>Route Matrix® helps dispatchers build cost-effective routes with little effort by automatically optimizing your stops into the most efficient order. Customers save hours of planning, travel time and money on fuel.</p> <p>Field Warrior® is FTS' mobile workforce application, providing electronic logbooks, dispatch, navigation, digital forms, signature captures, and more into a single, easy-to-use app. The app can run on a drivers' existing devices or on special ruggedized devices. Field Warrior® is integrated with IntelliHub® for ease of communication between dispatch and the field employees.</p> <p>Monarch® is a mobile app that allows managers to access the same valuable information and respond to issues as they would on IntelliHub®. This allows decision-makers to monitor and respond to fleet issues remotely using their smartphone or tablet.</p>
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

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

68	Fleet related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, FTS offers software solutions that help fleets run a safer, more efficient logistical operations. Our web-based command center, IntelliHub® is where customers can easily access up-to-date information about their fleets' activities so they can solve problems in real time. This user-friendly program collects data and gives managers easy access to tools that help them handle their workload and advance their organizational agendas.</p> <p>Users can access real-time tracking tools, dispatching, messaging, driver scorecards, alerts and notifications, maintenance logs, and fuel logs. They can set up geofences around work sites or track an important shipping route. IntelliHub®</p> <p>The program is designed to relay data reporting and analysis, helping you better understand your fleet metrics and take effective action that improves fleet operations. IntelliHub® seamlessly and securely integrates with most backend systems.</p> <p>Monarch® is a mobile app that allows managers to access the same valuable information and respond to issues as they would on IntelliHub®. This allows decision-makers to monitor and respond to fleet issues remotely using their smartphone or tablet.</p>	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes. IntelliHub® is the browser-based telematics management platform that uniquely monitors each a fleet's vehicles and assets with our angle-based reporting and user-friendly data platform.</p> <p>We track most devices every minute, every mile, and every 30-degree turn, giving the end user an incredibly detailed bread crumb trail that helps them fully understand a vehicle's journey.</p> <p>Any user with access to IntelliHub® can create polygon geofences which enable managers to track how many vehicles are on the job site at once, receive notifications when someone is on the property after-hours, or if an asset is removed from the area.</p>	*
70	Motor pool and fleet sharing solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>No, FTS does not offer any type of Motor Pool of fleet sharing solutions. We have an open Restful API where we can integrate with almost any platform.</p>	*
71	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, FTS created FleetCam®, an advanced fleet video telematics system that gives customers a livestreaming view of exactly what is happening in the field.</p> <p>Watch drivers in real-time, automatically capture driving event clips, and download historical video without having to physically access the vehicle. Our vehicle cameras bring a new level of transparency, accountability, and protection to drivers, managers, and the bottom line while reducing liability risks.</p> <p>FleetCam® supports up to five video feeds per vehicle to offer a 360-degree view of what is happening around the fleet vehicle. Cameras can be set up in various configurations and directions to capture driver, roads, side views, etc. FTS has proposed several cameras for the differing needs of the Sourcwell members, but other configurations are available as an option.</p> <p>FTS offers several different video camera configurations to match a customer's specific surveillance needs, with package options that include FleetCam® Essential with optional AI and FleetCam® Enterprise with optional AI.</p>	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	FTS has established metrics aimed at tracking success in partner relationships. These metrics include a maintained list of opportunities and their current stages, history of all opportunities both won and lost, as well as detailed notes regarding sales progress, account activity, and an analysis of each opportunity. Additionally, we maintain detailed information about the revenue amounts of opportunities, frequency of repeat business and referrals, and overall client satisfaction.	*
73	Describe your approach to data privacy in regard to your proposed solution(s).	Please see <a href="https://www.iubenda.com/privacy-policy/65637956/legal">https://www.iubenda.com/privacy-policy/65637956/legal</a>	

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
No objections	No objections	No objections

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. 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>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

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
<b>Addendum_10_Fleet_Mgmt_Tech_RFP_020221</b> Tue January 26 2021 04:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_9_Fleet_Mgmt_Tech_RFP_020221</b> Mon January 25 2021 05:09 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_8_Fleet_Mgmt_Tech_RFP_020221</b> Wed January 20 2021 04:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_Fleet_Mgmt_Tech_RFP_020221</b> Tue January 19 2021 12:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Fleet_Mgmt_Tech_RFP_020221</b> Mon January 18 2021 01:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:16 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 4_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:12 PM	<input checked="" type="checkbox"/>	3
<b>Addendum 3_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:05 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Fleet_Mgmt_Tech_RFP_020221</b> Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 1_Fleet_Mgmt_Tech_RFP_020221</b> Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1