

**Cooperative Purchase Request****Instructions for Use:**

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to prg@nashville.gov.Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

Rec. Dec. 12, 2022

| Part 1 - Requesting Department Information | | | |
|--|---------------------------------|------------|----------------------|
| Contact Person | Stephanie Belcher | Department | Metro Water Services |
| Email | stephanie.belcher@nashville.gov | Phone | 615-862-4513 |
| Date Submitted | 12/09/22 | | |

| Part 2 - Cooperative Information | | | |
|---------------------------------------|--------------------------|---------------------|--------------------|
| Cooperative Entity | Sourcewell | Originating Agency | State of Minnesota |
| Vendor | Verizon Connect NWF Inc. | Contract Number | 020221-NWF |
| Contract Start | 10/1/2020 | Contract Expiration | 03/26/2025 |
| Solicitation Method | RFP | | |
| Description of good/services procured | Fleet management systems | | |

| Part 3 - Utilizing Departments | | |
|----------------------------------|-----------------------|--|
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below: |
| | | Possibly other Metropolitan Government of Nashville & Davidson County Departments with vehicle fleets. |

| Part 4 - Attachments & Attestations | | |
|--|-----------------------|---|
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Have you attached the original contract from the originating agency? |
| <input checked="" type="radio"/> | <input type="radio"/> | Does the contract contain a cooperative purchase provision allowing use by other governmental agencies? |
| <input checked="" type="radio"/> | <input type="radio"/> | Do you accept the terms and conditions of the contract without exception? |
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | Have you attached the formal solicitation (RFP/ITB) from the originating agency? |
| <input checked="" type="radio"/> | <input type="radio"/> | Was the solicitation advertised, open, and unrestricted? |
| Yes | No | |
| <input checked="" type="radio"/> | <input type="radio"/> | This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County. |
| Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned. | | |
| This contract will allow Metro Water Services to purchase fleet management telematics. By utilizing fleet telematics Metro Water Services will be able to improve operational efficiency and productivity, reduce fuel and operational costs, promote fleet asset maintenance, and increase driver safety. The cooperative will provide for better pricing through economy of scale. | | |

| Part 5 – Signatures – To be completed by the division of purchases. | | |
|---|-----------------------|---------------------------------------|
| Signature | Date Signed | Entity |
| Stephanie Belcher | 12/12/2022 10:24 AM | ← Department Contact/Requestor PST |
| Amanda Deaton-Mayer | 12/12/2022 10:25 AM | ← Department Head PST |
| Michelle A. Hernandez-Lane | 5/12/2023 4:22 PM | ← Purchasing Agent CDT |



Proposal Opening Record

Date of opening: February 2, 2021

Sourcewell posted Request for Proposal #020221, for the procurement of Fleet Management Technologies with Related Software Solutions, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, December 10, 2020, and the solicitation remained in an open status within the portal until February 2, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on February 2, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #020221 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Agile Fleet, Inc. - Submitted 1/27/21 at 7:51:30 AM
CalAmp Wireless Networks Corporation - Submitted 2/01/21 at 4:22:09 PM
Carolina Software Technology - Submitted 2/02/21 at 11:43:32 AM
Chevin Fleet Solutions, LLC - Submitted 2/02/21 at 4:54:02 AM
CitiTech Systems, Inc. - Submitted 2/02/21 at 3:47:20 PM
Computerized Fleet Analysis, Inc. - Submitted 2/02/21 at 2:53:42 PM
Curacy, LLC - Submitted 2/02/21 at 11:39:00 AM
DataRemote, Inc. - Submitted 2/02/21 at 9:46:17 AM
Fleet Analytics, LLC - Submitted 2/02/21 at 9:08:37 AM
Forward Thinking Systems - Submitted 2/02/21 at 3:37:57 PM
Free2Move - Submitted 2/02/21 at 4:18:42 PM
Geotab, Inc. - Submitted 2/02/21 at 11:14:44 AM
GPS Insight, LLC - Submitted 2/02/21 at 2:27:00 PM
IVS, Inc. - Submitted 2/01/21 at 8:23:08 PM
LB Technology, Inc. - Submitted 2/02/21 at 9:53:53 AM
Lytix, Inc. - Submitted 2/02/21 at 3:29:35 PM
Mitac Digital Corporation - Submitted 2/01/21 at 10:59:31 PM
MRF Geosystems Corporation - Submitted 2/02/21 at 12:25:55 PM
NexTraq, LLC - Submitted 2/01/21 at 3:25:58 PM
Noregon Systems, Inc. - Submitted 2/02/21 at 10:41:07 AM

Oakland Consulting Group, Inc. - Submitted 2/02/21 at 4:29:42 PM
PeoplePlus Software, LLC - Submitted 2/02/21 at 3:10:13 PM
RadioMobile, Inc. - Submitted 2/01/21 at 5:22:46 PM
Rarestep - Submitted 1/29/21 at 2:59:00 PM
Revvo Technologies - Submitted 2/02/21 at 1:27:12 PM
RMJ Technologies TX, Inc. - Submitted 2/02/21 at 2:11:54 PM
Ron Turley Associates - Submitted 2/02/21 at 4:26:43 PM
Routeware, Inc. - Submitted 2/01/21 at 6:44:48 PM
Rubicon Global, LLC - Submitted 2/02/21 at 1:52:27 PM
Safety Vision - Submitted 2/02/21 at 2:05:47 PM
Samsara Networks, Inc. - Submitted 2/02/21 at 3:13:45 PM
SkyHawk Telematics - Submitted 2/02/21 at 3:52:57 PM
Solutions Into Motion Limited (CA), Ltd (US) - Submitted 2/02/21 at 7:34:56 AM
SYNNEX Corporation - Submitted 2/01/21 at 1:58:06 PM
Synovia Subsidiary of CalAmp - Submitted 2/01/21 at 6:05:08 PM
Teletrac Navman US, Ltd. - Submitted 2/02/21 at 11:54:13 AM
TELUS Communications (U.S.), Inc. - Submitted 2/02/21 at 3:52:37 PM
The Arcanum Group, Inc. - Submitted 2/02/21 at 12:41:24 PM
The Vestige Group, LLC - Submitted 2/02/21 at 3:03:31 PM
ThingTech, Inc. - Submitted 2/02/21 at 3:11:22 PM
Toromont Material Handling, a division of Toromont Industries, Ltd.- Submitted 2/02/21 at 3:30:39 PM
Track Star International, Inc. - Submitted 2/01/21 at 3:10:46 PM
Transfinder Corporation - Submitted 2/01/21 at 12:20:38 PM
Trapeze Software Group, Inc. - Submitted 2/01/21 at 9:09:36 AM
TT FASTER, LLC - Submitted 2/02/21 at 3:37:58 PM
Uptake - Submitted 2/01/21 at 3:52:07 PM
Utility Associates, Inc. - Submitted 2/02/21 at 3:43:11 PM
Verizon Connect NWF, Inc. - Submitted 2/02/21 at 2:57:58 PM
WEX Bank - Submitted 2/02/21 at 9:32:28 AM
Zonar Systems - Submitted 2/01/21 at 5:45:49 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on February 2, 2021, at 4:32:05 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:
James Voelker
15F6CCFFA61E4A0...

James Voelker, CPCM, CFCM Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



RFP #020221
REQUEST FOR PROPOSALS
for
Fleet Management Technologies with Related Software Solutions

Proposal Due Date: February 2, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

| | |
|---------------------------------|--|
| Public Notice of RFP Published: | December 10, 2020 |
| Pre-proposal Conference: | January 8, 2021, 10:00 a.m., Central Time |
| Question Submission Deadline: | January 26, 2021, 4:30 p.m., Central Time |
| Proposal Due Date: | February 2, 2021, 4:30 p.m., Central Time Late responses will not be considered. |
| Opening: | February 2, 2021, 6:30 p.m., Central Time ** |

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Fleet Management Technologies with Related Software Solutions, including, but not to be limited to:

- a. Fleet management information systems;
- b. Fleet technology related hardware solutions;

- c. Fleet related software solutions;
- d. Telematics, fleet monitoring, asset tracking, and geofencing solutions;
- e. Motor pool and fleet sharing solutions; and,
- f. Integrated video solutions.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. RFP #062916 Automotive and Truck Replacement Parts and Tires with Related Equipment, Accessories, and Services
- b. RFP #060618 Fleet Management Services
- c. RFP #013020 Vehicle Lifts, with Garage and Fleet Maintenance Equipment
- d. RFP #080620 Fleet Payment Solutions with Related Services
- e. RFP #092920 Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services
- f. RFP #101520 OEM Automotive Parts and Supplies
- g. RFP #110520 Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcwell Evaluator Scoring Guide (available in the Sourcwell Procurement Portal):

| | |
|---|-------------|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| TOTAL POINTS | 1000 |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcwell's Executive Director, and delivered to the Sourcwell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcwell's notice of contract award(s) or non-award and must be time stamped by Sourcwell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcwell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcwell reserves the right to:

- Modify or cancel this RFP at any time;

- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



12/11/2020

Addendum No. 1

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this RFP include a functional or technical matrix? Are there any other documents in addition to the Sourcewell contract template and the RFP?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities. A proposer can propose its entire line of equipment, products, and services falling within the requested equipment, products, and services as described in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 12/11/2020, is required at the time of proposal submittal.



12/14/2020

Addendum No. 2

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a way to download all the questions for this response so I can work on my answers offline?

Answer 1:

After selecting "Start Submission", a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 12/14/2020, is required at the time of proposal submittal.



12/22/2020

Addendum No. 3

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are currently awarded Sourcewell vendors expected to respond any differently than those not already an awarded vendor?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. It is left to the discretion of each proposer to determine the information necessary to satisfy all requirements included in the RFP and the Sourcewell Procurement Portal questionnaire tables. Each proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.



1/5/2021

Addendum No. 4

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In reference to RFP Section III. B. - Administrative Fees, should shipping and freight costs be included within the proposed administrative fee calculation? When would a flat fee be considered an acceptable alternative? If a flat fee is offered would this be negotiated at the time of award or does this need to be requested for approval during the question and answer period? Is the proposed administrative fee considered in any way during the evaluation process?

Answer 1:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Sourcewell will review the vendor's proposed administrative fee at the time of circulating award and non-award determinations, and will communicate either an acceptance of, or a counter-proposal to, the proposed administrative fee at that time. Proposals are evaluated based on the scoring criteria as stated in the RFP.

Question 2:

Can additional descriptions of the types of requested equipment, products, or services be provided that would be applicable for each of the categories as described in RFP Section II. B. 1.? The information would help with formulating a pricing proposal.

Answer 2:

Refer to Addendum 1, Question and Answer 1 posted on the Sourcewell Procurement Portal on December 11, 2020. It is left to the discretion of each proposer to articulate

and propose the pricing approach that aligns with their product offerings, business methods, and satisfies the requirements of RFP Section III - Pricing.

Question 3:

Will Sourcewell allow shipping/freight costs to be added to the invoice at the time of sale as itemized charges?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to offer a participating entity a higher discount than the discount submitted with our proposal on a "case-by-case" basis?

Answer 4:

Refer to RFP Section III. A. 2. – which requires that all proposed pricing must be: “The Proposer’s ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price.”

Question 5:

What is the average turn-around time for the approval of Product and Pricing Change Requests as described in Section 4 of the Sourcewell contract template?

If a participating entity is purchasing a solution that may include a new product, one which has not yet been approved or added to the contract; are we allowed to include this item on either a quote or an order under this contract as long as we clearly list the item as an "OPEN MARKET" item?

Answer 5:

The Product and Pricing Change Request processing time will vary significantly depending on the extent of the requested change and the thoroughness of the request submitted to Sourcewell. Refer to Section 6. C. – Specialized Service Requirements of the Sourcewell contract template regarding non-contract items.

Question 6:

Should a customer want to utilize this contract, do they only need to meet the eligibility requirements to be a participating entity (e.g., a school, mass transit, police department,

city department, etc.) or do they need to go through a separate membership process? If so, is more information available on the membership process?

Answer 6:

In order to utilize a Sourcewell awarded contract, a qualifying entity must complete Sourcewell's online registration process and receive an account number in advance of the transaction. Participation with Sourcewell is at no cost and no obligation to the participating entity. More information on the registration process is available at:

<https://www.sourcewell-mn.gov/register>

Question 7:

Does a proposer need to offer solutions for all the categories listed in the Requested Equipment, Products, or Services or be able to provide coverage to every geographic region to be considered for award?

Answer 7:

A proposer is not required to offer all possible items or services within the Requested Equipment, Products, or Services of the solicitation, or cover every geographic region, to be considered for award. However, the RFP is a competitive process and proposals will be evaluated based on the criteria as stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/5/2021, is required at the time of proposal submittal.



1/13/2021

Addendum No. 5

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers, and the Clarification Statement, to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can references submitted be kept confidential?

Answer 1:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

Question 2:

Is Table 2, Question 14, asking for certifications and licenses around our products and services OR around being able to do business in certain states or provinces?

Answer 2:

Refer to Section 19 of the Sourcewell contract template regarding legal, regulatory, and licensure requirements.

Question 3:

Can weblinks pasted into the Sourcewell response section of a question be clicked on and opened by the Sourcewell evaluation team, or should these links be provided in a Word or PDF document?

Answer 3:

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

Question 4:

The RFP states: "Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal)..." Identify where the Sourcewell Evaluator Scoring Guide is located in the Portal?

Answer 4:

All general resource materials that are not specific to a particular RFP are found on the homepage of the Sourcewell Procurement Portal within the "Resource Materials" section.

Navigate to: <https://proportal.sourcewell-mn.gov/> and the "Bids Homepage."

Clarification Statement:

The Sourcewell addendum dated 12/22/2020, with the file name "Addendum 3_Fleet_Mgmt_Tech_RFP_020221", currently reads "Addendum No. 1" in the document heading. This was the third addendum issued and the heading of the document should read as "Addendum No. 3."

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/13/2021, is required at the time of proposal submittal.



1/18/2021

Addendum No. 6

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

May a parent company submit a proposal that includes its subsidiary companies as part of its proposed solutions? If this approach is acceptable what, if any guidelines should be followed to facilitate that objective?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/18/2021, is required at the time of proposal submittal.



1/19/2021

Addendum No. 7

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How many contract awards will be issued for this RFP and what will be the effective dates/contract term?

Answer 1:

Each Sourcewell solicitation results in one, or more, new contract award(s) that are separate and distinct from any previous solicitation. Refer to RFP Section VI. A. – Evaluation, “It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s)...The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities.”

Refer to the Sourcewell contract template Section 1. A. – Effective Date, “This Contract is effective upon the date of the final signature below.”

Refer to RFP Section II. D. – Anticipated Contract Term, “Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.”

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/19/2021, is required at the time of proposal submittal.



1/20/2021

Addendum No. 8

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

I have noticed a few government agencies both in the US and Canada referencing this specific RFP. Can we get a list of all agencies looking to leverage this contract?

Answer 1:

Refer to RFP Section I. B., ...“Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.” The number of Sourcewell participating entities is not static. Sourcewell maintains a link to a member list on the “Sourcewell for Vendors” page of the Sourcewell website, with a separate worksheet for both the US and Canada (<https://www.sourcewell-mn.gov/sourcewell-for-suppliers/agency-locator>).

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/20/2021, is required at the time of proposal submittal.



1/25/2021

Addendum No. 9

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell consider an extension to the proposal due date?

Answer 1:

An extension to the proposal due date is not anticipated at this time.

Question 2:

In reference to Table 4: References/Testimonials, Line Item 21. – This question asks for "three customers who are eligible to be Sourcewell participating entities" what is required of the "participating entities" as opposed to the Top 5 listed customers requested in Table 5: Top Five Government or Education Customers?

Answer 2:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

Question 3:

Is there a way for vendors to address potential fee or cost increases because of future market variables?

Answer 3:

Refer to Sourcwell contract template Section 4 - Product and Pricing Change Requests, for guidance on requesting pricing modifications during the term of an awarded contract.

Question 4:

Will any separate lease terms be superseded by the language in the contract between Sourcwell and the vendor, specifically Section 22 of the Sourcwell contract template - Cancellation? Would a separate lease addendum or other terms between the entity and the finance company be cancellable under Section 22 or does the language only apply to the contact between Sourcwell and the vendor?

If the Sourcwell/Vendor contract supersedes the separate lease contract as discussed above, can we request review of this in Table 16, Exceptions to Terms, Conditions, or Specifications Form?

Answer 4:

Refer to Sourcwell contract template Section 6. A. – Orders and Payment. “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.”

A request for modification to the Sourcwell contract template may only be submitted with a proposal. To request a modification to the contract template terms, conditions, or specifications, a proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcwell Procurement Portal on 1/25/2021, is required at the time of proposal submittal.



1/26/2021

Addendum No. 10

Solicitation Number: RFP 020221

Solicitation Name: Fleet Management Technologies with Related Software Solutions

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Explain the terms of the administrative fee. With other purchasing agreements, it is charged based on the contract value of the first order for the first contract year. Is this how Sourcewell charges for the administrative fee?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees and Sourcewell contract template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry.

Question 2:

If a contract holder has a marketplace for third party providers to directly market their products and services to contract holder's customers, can the contract holder use the Sourcewell contract to allow Sourcewell customers to purchase products and services from that marketplace? If so, are those transactions directly between the marketplace partner and the Sourcewell customer? Must the marketplace partner comply with the Sourcewell terms, and does the Sourcewell contract holder take responsibility for the marketplace partner's products and services?

Answer 2:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, "Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the

network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

Question 3:

For end-user agreements with Sourcewell Participating Entities outside of the State of Minnesota, is it a requirement that the Minnesota Data Practices Act apply or can the vendor's standard commercial terms for data-related issues be used (i.e. data use, data protection)?

Answer 3:

Sourcewell is a government entity based in Minnesota and therefore must follow the Minnesota Government Data Practices Act. Awarded vendors are also subject to the Act, where applicable, as more fully set forth in Minnesota Statutes Chapter 13. For additional clarification, Proposers should seek guidance from their own legal counsel.

End of Addendum

Acknowledgement of this Addendum to RFP 020221 posted to the Sourcewell Procurement Portal on 1/26/2021, is required at the time of proposal submittal.

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Verizon Connect NWF Inc., 9868 Scranton Road, San Diego, CA 92121 (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 located in the United States (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. Vendor will only offer products and services to Participating Entities located in the United States.

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. Vendor will require Participating Entity's acceptance of Vendor's then-current Additional Terms and Conditions. To the extent that the Additional Terms and Conditions conflicts with the Contract, as between the Vendor and Participating Entity the Additional Terms and Conditions will govern. 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 Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell 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;
- Item Purchased Description;
- Item Purchased Price; 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.

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") subject to compliance with Vendor policies and guidelines as determined by Vendor 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 or marketing 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 as follows:

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

Workers' Compensation: In compliance with the statutory requirements of the state(s) of operation.

Employer's Liability Insurance:

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 or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, 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.

Limits:

- \$3,000,000 each occurrence Bodily Injury and Property Damage
- \$3,000,000 Personal and Advertising Injury
- \$4,000,000 aggregate for Products-Completed operations
- \$4,000,000 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 indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form or equivalent.

Limits:

- \$3,000,000 each accident, combined single limit

4. *Telecommunications, Media & Technology Errors and Omissions, including Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain Telecommunications, Media & Technology Errors & Omissions insurance

including network security and privacy liability. 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.

Limits:

\$4,000,000 each claim and 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. Within 15 days of 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 an authorized representative of the insurer(s) issuing such insurance.

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 include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured as their interest may appear under this Agreement under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by Vendor, and products and completed operations of Vendor. The policy provision(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 its right of subrogation under workers' compensation and must require (by endorsement or otherwise) its workers' compensation insurer to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation insurance policy. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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 Sourcewell 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 Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell 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, 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 Sourcewell 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. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Buy American Act. Vendor will work in good faith to address Participating Entity concerns.

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.

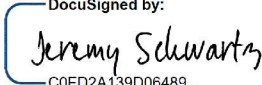
L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The 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. Because Vendor is not the manufacturer of the hardware it provides, it may not be able to certify compliance with the Solid Waste Disposal Act.

22. CANCELLATION


Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

020221-NWF

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
3/24/2021 | 2:12 PM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
3/25/2021 | 10:16 AM CDT
Date: _____

Verizon Connect NWF Inc.

DocuSigned by:

By: 8852D3ACAB3C4C1...
Shane Scoville
Title: Vice President Global Sales
3/25/2021 | 11:15 AM EDT
Date: _____

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Verizon Connect NWF Inc.

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

Address: 9868 SCRANTON RD.
SAN DIEGO, California 92121

Contact: Marchand Clark-Hawkins

Email: marchand.clark-hawkins@verizonconnect.com

Phone: 858-401-3103

HST#: 33-0872319

Submission Details

Created On: Monday January 11, 2021 11:17:27

Submitted On: Tuesday February 02, 2021 14:57:58

Submitted By: Marchand Clark-Hawkins

Email: marchand.clark-hawkins@verizonconnect.com

Transaction #: eec18894-6748-4ffe-a12c-751fec8b3bcc

Submitter's IP Address: 163.116.132.118

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): | 1. Verizon Connect NWF Inc. 2. Verizon Connect Telo Inc. 3. Verizon Connect Fleet USA LLC | * |
| 2 | Proposer Address: | 1. 9868 Scranton Road, San Diego, CA 92121 2. 15505 Sand Canyon, Irvine, CA 92618 3. 5055 North Point Parkway, Alpharetta, GA 30022 | * |
| 3 | Proposer website address: | www.verizonconnect.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): | Shane Scoville Vice President Global Sales shane.scoville@verizonconnect.com | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Marchand Clark-Hawkins Consultant - Contract Management 9868 Scranton Road, San Diego, CA 92121 marchand.clark-hawkins@verizonconnect.com (858) 401-3103 | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Chris Ellmore Managing Partner, North East Government Sales chris.ellmore@verizonconnect.com (617) 352-6607 | |

Table 2: Company Information and Financial Strength

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

| | | | |
|----|--|--|---|
| 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>In 2016, Verizon brought together three powerful brands to service the needs of business fleets – Telogis, Fleetmatics, and Networkfleet. These three brands became Verizon Connect in 2018. Our legacy companies were founded in 2001 (Telogis), 2004 (Fleetmatics), and 1999 (Verizon Networkfleet). Verizon Connect is a subsidiary of Verizon Communications Inc., an industry leader in wireless services.</p> <p>Our full suite of industry-defining solutions and services put innovation, automation and connected data to work for customers and help them be safer, more efficient and more productive. With more than 3,500 dedicated employees in 15 countries, we deliver leading mobile technology platforms and solutions.</p> <p>Our mission To be a business partner to provide an end-to-end solution that helps businesses attain data-driven operational control.</p> <p>Our purpose Guiding a connected world on the go by automating, optimizing and revolutionizing the way people, vehicles and things move through the world.</p> <p>Our promise Together, we're redefining how life moves by helping people see clearly, act intelligently and go with confidence.</p> <p>See clearly. We help people see, understand and anticipate what's happening in their world with real-time data tracking, analysis and reporting.</p> <p>Act intelligently. We help people make clear and informed decisions, backed by facts and evidence, so they can take appropriate action.</p> <p>Go with confidence. We take the guesswork out of what's happening and what lies ahead to support our customers and keep them moving forward.</p> | * |
| 8 | What are your company's expectations in the event of an award? | Expectations regarding award of this event include working in co-operation with Sourcwell to provide Verizon Connect customers competitive, government-based pricing under the terms and conditions provided by Sourcwell. This will allow Verizon Connect to be better positioned to support the needs of government, educational and non-profit customers. | * |
| 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. | Verizon Connect is a subsidiary of Verizon Communications, one of the world's largest providers of wireless communications services. Verizon's 2019 Annual Operating Revenue was \$131.9 Billion. Information regarding our financial solvency can be found within our Annual Reports and SEC filings via the provided URL: https://www.verizon.com/about/investors/financial-reporting . | * |
| 10 | What is your US market share for the solutions that you are proposing? | Verizon Connect's Market Share for North America is 14.15%. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | Verizon Connect's Market Share for North America is 14.15%. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | Verizon has not petitioned for bankruptcy protection. | * |
| 13 | 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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Verizon Connect is a service provider of web-enabled, cloud-based telematics solutions. With presence in 15 countries, Verizon Connect employs 3500 professionals. Our company is structured as a direct to customer organization. We do have a network of subcontracting partners who assist us with the professional installation of telematics units. | * |

| | | | |
|----|---|---|---|
| 14 | 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. | There are no required licenses or certifications. | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | There are no suspensions or debarment to note. | * |

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 | Verizon Connect's industry Awards and Recognition can be viewed on our company's website: https://www.verizonconnect.com/clients-and-results/ | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | Verizon Connect manages relationships with over 80,000 customers globally. Of those approximately 80,000 customers, 4,500 are classified as customers in the Government sector (6%). | * |
| 18 | What percentage of your sales are to the education sector in the past three years | Verizon Connect manages relationships with over 80,000 customer globally. Of those approximately 80,000 customers, 931 are classified as customers within the education sector. (1%). | * |
| 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? | Verizon Connect currently provides pricing, terms and conditions under Sourcewell contract number 022217-NWF https://www.sourcewell-mn.gov/cooperative-purchasing/022217-nwf . The total annual sales for all cooperative purchasing contracts, for the last three years, is \$2,578,559. | * |
| 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? | Verizon Connect NWF holds GSA contract number GS-07F-5559R and three piggy-back agreements off of the aforementioned GSA contract with the states of Delaware, New Mexico and New York. The total annual sales for all cooperative purchasing contracts, for the last three years, is \$2,578,559. | * |

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 * | |
|---|---|--------------------------------|---|
| State of Rhode Island Tunnel and Bridge Authority | Kyle Benoit kbenoit@ritba.org | 401-465-1878 | * |
| Township of Lakewood | Patrick Donnelly Email: pdonnelly@lakewoodnj.gov | 732-364-2500 extension 5200 | * |
| Texas Department of Transportation | Robert White Email: robert.r.white@txdot.gov | 512-467-5905 | * |

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 * | |
|---|---------------|--------------------|--|------------------------|----------------------------------|---|
| New York State Department of Transportation | Government | New York - NY | Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services. | 8000 units | \$3,100,000 | * |
| Georgia Department of Transportation | Government | Georgia - GA | Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services. | 3500 units | \$2,100,000 | * |
| City and County of San Francisco | Government | California - CA | Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services. | 2000 units | \$1,200,000 | * |
| Orange County Public Works | Government | California - CA | Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services. | 1700 units | \$1,100,000 | * |
| Colorado Department of Transportation | Government | Colorado - CO | Verizon Connect is a provider of Automatic Vehicle Locator (AVL) services. | 1850 units | \$1,100,000 | * |

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. | <p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 3500 professionals in 15 countries. Within North America, Verizon Connect employs approximately 110 Sales professionals supporting government and commercial customers.</p> <p>Please see disclaimer provided below:</p> <p>Verizon Connect, Inc. "Verizon" is a federal contractor subject to the rules and regulations including Title VII and Exec Order 11246. Verizon shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that Verizon take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.</p> | * |
| 24 | Dealer network or other distribution methods. | There are no deal networks or distribution partners to note for the outlined telematics services. For our Government customers, sales are managed as direct to customer through Verizon Connect's internal sales channels. | * |

| | | |
|----|----------------|---|
| 25 | Service force. | <p>Verizon Communications employs 133,200 professionals globally. Verizon Connect, a subsidiary to Verizon Communications employs 3500 professionals in 15 countries. Within North America, Verizon Connect employs approximately 70 Customer Service professionals.</p> <p>Please see disclaimer provided below:</p> <p>Verizon Connect, Inc. "Verizon" is a federal contractor subject to the rules and regulations including Title VII and Exec Order 11246. Verizon shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identify, or national origin. Moreover, these regulations require that Verizon take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.</p> |
|----|----------------|---|

*

| | | |
|----|---|--|
| 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>Verizon Connect NWF Inc. (Networkfleet) The Networkfleet platform includes robust online support tools including help resources, a training center, and online installation support. Live and on-demand video training is available within the platform, along with user guides and video tutorials providing a quick and convenient way to learn basic functions of the application.</p> <p>Our Customer Care team is cross-trained to assist you in resolving any technical-related issues that may arise. Customers can contact Customer Care directly from the platform as well as by phone and email. Our professionally trained team is available to assist you Monday through Friday from 5 AM to 7 PM PST and Saturdays from 7 AM to 2 PM PST.</p> <p>All customer calls and emails are assigned a case number. Customer Care representatives will troubleshoot the issue for immediate resolution or escalate the issue to the appropriate department if needed. Our engineers are ready to assist Customer Care with any unresolved issues and questions. Issues are followed through to final resolution with the customer.</p> <p>Verizon Connect Telo Inc. (Fleet for Government) For our Fleet platform, Customers can access support 24/7 directly from the platform, via email, and via telephone. We deliver support in multiple languages, including English and Spanish. Three distinct support tiers are available to you for ongoing technical and operational support:</p> <ol style="list-style-type: none"> 1. Basic Support is included in your monthly software subscription fee and provides you with an average response time of within one (1) business day, unlimited cases and 24/7 live phone support. 2. Premier Support provides you with an average response time of within four (4) business hours, unlimited cases, 24/7 live phone support, a priority phone queue, an assigned support account manager and technical lead, a quarterly health check and developer support (additional fees apply). 3. Premier Administration provides you with designated support resources for administrator services, an average response time within four (4) business hours, unlimited cases, 24/7 live phone support, 24/7 emergency support, a priority phone queue, an assigned support account manager and technical lead, a monthly health check and developer support (additional fees apply). <p>Verizon Connect Fleet USA LLC (Reveal) Live customer support is available 24/7. Support is also available by emailing reveal.support@verizonconnect.com. Additional Help resources are available anytime within the platform to assist you with the tool.</p> <p>Our Customer Support Team provides you with the following support:</p> <ul style="list-style-type: none"> • Resolving or directing general inquiries • Assisting with 'how to' answers • Acting as the conduit for product enhancement suggestions • Reconfiguring firmware or units • Diagnosing units Over-the-Air (OTA) • Establishing potential fault within the unit • Scheduling an engineer visit when required, including placing service calls to remedy device issues or remove/re-install devices • Scheduling additional trainings • Diagnosing and triaging product-oriented issues through proprietary software to easily identify root causes and remediate issues quickly <p>We use a world-class CRM to track all inquiries and support cases with a two-tier escalation process. If the Customer Support team is unable to resolve the issue, it will be escalated to our Application Support team, who works directly with our developers to resolve any product issues. This allows us to stay in constant contact with our customers to ensure proper communication, timely updates and quick issue resolution.</p> |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Verizon Connect is currently a provider of Sourcewell pricing to the government and public sector in the United States. The only limitations we would have in providing products and pricing under Sourcewell's pricing, terms and conditions would be those restrictions set upon us by our customers. |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Verizon Connect has presence in 15 countries. There are no restrictions to provide products and services in the United States. In Canada, our Fleet for Government and Networkfleet platforms are fully supported. Reveal is not currently supported, due to our inability to invoice a Canadian customer in local currency. |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Verizon Connect has presence in 15 countries. There are no geographic areas in the United States that cannot be supported. In Canada, our Fleet for Government and Networkfleet platforms are fully supported. Reveal is not currently supported, due to our inability to invoice a Canadian customer in local currency. |

| | | | |
|----|--|---|---|
| 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? | Verizon Connect is able to fully support all government and public sectors. | * |
| 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 contract restrictions for participating entities in Hawaii, Alaska and in US Territories. | * |

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>Verizon Connect will continue to promote the partnership with Sourcewell through multi-channel campaigns, including via email, digital and social. In addition, Verizon Connect will ensure all marketing materials relevant to Sourcewell, are up to date and utilized by our sales force.</p> <p>Examples include:</p> <ul style="list-style-type: none"> Landing Page: https://www.verizonconnect.com/partner/sourcewell/ Sales Collateral: Reveal for Government – Sourcewell brochure Example press release: https://www.verizonconnect.com/company/news/verizon-connect-reveal-is-now-available-for-government-customers-through-sourcewell/ | * |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Verizon Connect utilizes advanced marketing technology, such as metadata and Google Analytics to support and optimize a strong key work and search engine optimization strategy. From a social media standpoint, Verizon Connect utilizes multiple social media channels to speak to specific segments of our audience and enhance our marketing effectiveness. For example, Facebook is utilized to reinforce and showcase the benefits of our solutions, as this social media platform typically consists of our end-users (drivers). LinkedIn consists of business decision makers, therefore, we market our solutions to emphasize how they contribute to improved business efficiency, cost-effectiveness and increased ROI. Finally, we utilize Twitter to reinforce the larger Verizon Business Group, providing information "blasts" to communicate our brand's strength and image, as well as provide information to our customers in real-time. | * |
| 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? | Sourcewell's role in promoting contracts arising out of this RFP is to provide fair, competitive pricing for services to government entities, non-profits and public sector customers. Sourcewell offers customers cost savings on equipment and services, as well as favorable contractual terms and conditions, which allow customers to run their entities more cost-effectively and efficiently. | * |
| 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. | Verizon Connect does not support e-procurement of services. | * |

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>Verizon Connect provides several methods for training. Specific training is available for managers, drivers and platform administrators.</p> <p>Methods of available training include:</p> <ol style="list-style-type: none"> 1) Classroom instructor-led training - Permits the best concentration and learning 2) Web-based instructor-led training - Up to 200 students may participate and attend from anywhere 3) Online self-paced training - Available 24/7 from anywhere users have an internet connection <p>Regularly scheduled live web training is available to all users and is included in your monthly fee. Users can track completion of training as well as competence and understanding using knowledge checks through the online training portal.</p> <p>Each type of training meets the same objectives. We recommend an onsite classroom training engagement for a core set of individuals for the initial launch. Verizon Connect also offers train-the-trainer training if desired. Customized training is also available for a tailored approach to the customer's specialized needs or requirements.</p> <p>Verizon Connect believes acceptance and internalization of new system introductions is best achieved with a partnership between Verizon Connect and our customers.</p> <p>Verizon Connect also offers hardware installation and maintenance training. This training is typically delivered during vehicle hardware installations to allow for technicians at local facilities to go through the necessary ramp-up and knowledge transfer. This empowers local technicians to be able to assist with future installations or reinstallations. You may also decide to have your trained technicians assume some of the installation responsibility to lower the overall project costs.</p> | * |
| 37 | Describe any technological advances that your proposed products or services offer. | <p>Verizon Connect employs over 1,000 professionals dedicated to Research and Development. Verizon Connect reviews and implements upgrades that support optimal utilization of our telematics services. With a research and development budget that exceeds the revenues of many of our competitors, we are committed to growing the capabilities of our offerings and leveraging new technologies. We are continually updating and developing current and future products. Our product roadmap starts with our customers, and leverages customer surveys, interviews, field studies and user tests to meet the ever-growing needs of our customers.</p> <p>Users recognize us for our ongoing updates and innovation, and we are excited to bring market-leading enhancements in the following areas in 2021:</p> <ul style="list-style-type: none"> • Continued extension of our telematics core to meet the needs of today's mobile workforce, including continued investments in field service management, asset tracking and compliance • Improvements in usability and simplicity of the user experience (UX) for mobile applications and platform solutions • Continued innovation around our popular dashcam solution, Verizon Connect Integrated Video, helping fleet operators see exactly what's happening on the road in near real time to mitigate risk and coach drivers • Further integration with and support of Electric Vehicle data • The integration of "Smart" technologies which leverage 5G capabilities • Investments in Artificial Intelligence capabilities to aide customers in discovery of important information when processing big data • Accelerated development of 'machine learning' capabilities and tools that allow us to provide deeper data insights for our customers into areas that drive value for their business. • Increased development of integration capabilities that make it easier to connect telematics and mobile applications to back-office applications • Ongoing investments in backend infrastructure to meet the needs of growing companies for industry-leading stability, security and scalability | * |
| 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>Today, as 5G technology ushers in the Fourth Industrial Revolution, our focus on environmental sustainability and social responsibility has sharpened, and our commitment has accelerated. As we fulfill our corporate purpose to create the networks that move the world forward, we are taking bold steps toward reducing our environmental footprint, ensuring that our technology benefits everyone and employing our assets to tackle the world's biggest challenges.</p> <p>Our ESG strategy is to effectively govern and manage the environmental and social risks and opportunities that arise from our core business strategy. We believe that we will create long-term value for our shareholders by extending our network leadership through continued innovation for the benefit of both our company and society at large. We aim to provide our customers with best-in-class experiences while fostering a culture based on integrity and respect.</p> <p>For more information on our Sustainability efforts, please see the Corporate Responsibility Sustainability website at: http://www.verizon.com/about/responsibility/sustainability.</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. | There are no third-party eco-labels, ratings or certifications to share. | * |
| 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. | Verizon Connect is not a WMBE, Small Business, or Veteran-Owned Organization. This requirement is not applicable. | * |
| 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>Verizon Connect is guiding a connected world on the go by automating, optimizing and revolutionizing the way people, vehicles and things move through the world. We ensure that the things our customers care about most – from people and vehicles to equipment and data – run smoothly and flow seamlessly.</p> <p>Our full suite of industry-defining fleet and workforce management solutions and services put innovation, automation and connected data to work for customers and help them be safer, smarter, more efficient and more compliant.</p> <p>Some of the things that make Verizon Connect a leader in the telematics industry include:</p> <ul style="list-style-type: none"> - Services that are available from anywhere, at anytime - Backed by a global leader in wireless communications, Verizon Wireless - A scalable platform that is flexible and able to grow as our customer's businesses grow - 1000 professionals dedicated to research and development, providing customer's the most innovative and efficient ways to utilize our services - First to 5G technology - Seamless integration with our customer's existing business and software solutions, through API and Data Connect services - Customized implementation and training plans, based on each customer's specific needs - Global, always available customer support - Dedicated Customer Support Team, trained to be a subject matter expert to all of our customer's growth and development needs | * |

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 * | |
|-----------|---|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | Yes. | * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | No. | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | No. | * |
| 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? | There are no restrictions. Verizon Connect provides a web-enabled, cloud-based solution which can be accessed via any supported web browser or mobile device (via mobile app). With presence in 15 countries globally, Verizon Connect has no limitations to providing support in those areas that we provide services. Additionally, Verizon Connect utilizes a network of subcontractors to provide professional installation (if required by customer) of telematics devices. Assignment of subcontractors are managed based on location to customer and timeline based on customer's requirements. | * |
| 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? | Verizon Connect has a robust portfolio of OEM agreements, connecting more vehicles and equipment over-the-air without ever touching the vehicle. OEM partnerships mean vehicles are ready to use from day one with factory warranty coverage and allow for online activation without any need to take the vehicle or equipment out of use for installation. | * |
| 47 | What are your proposed exchange and return programs and policies? | Hardware devices do not require maintenance. Technical issues with hardware devices have initial troubleshooting done by contacting our Customer Support team. A support representative will work to correct the issue or issue a Return Merchandise Authorization (RMA), so the hardware may be returned to Verizon Connect for additional troubleshooting or process a warranty replacement. Replacement devices will be received within seven (7) days. | * |
| 48 | Describe any service contract options for the items included in your proposal. | There are no service contracts related to the proposed services. The proposed services are provided as cloud-based, web enabled services. All maintenance is managed behind the scenes without interruption to the end-user's utilization of services. Hardware devices do not require maintenance. Technical issues with hardware devices have initial troubleshooting done by contacting our Customer Support team. A support representative will work to correct the issue or issue a Return Merchandise Authorization (RMA), so the hardware may be returned to Verizon Connect for additional troubleshooting or process a warranty replacement. Replacement devices will be received within seven (7) days. For some hardware options, there is no warranty needed as the hardware and replacements are included in the monthly cost. Other hardware options provide hardware warranty for one (1) year with options for extended warranties. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|---|---|---|
| 49 | What are your payment terms (e.g., net 10, net 30)? | Verizon Connects Payment Terms are Net 30. | * |
| 50 | Describe any leasing or financing options available for use by educational or governmental entities. | Customers purchase telematics hardware units to be installed within the customer's vehicle (hardware can be leased upon request. Lease pricing can be provided based on number of units). Thereafter, a monthly subscription fee is paid to access GPS tracking and Diagnostics data. | * |
| 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>Customer's providing an electronic signature as part of completing a Verizon Connect electronic Order Form or submitting or signing an Order Form for products and services offered pursuant to the Sourcewell Contract indicates Customer's acceptance of the terms of the Sourcewell Contract, including Verizon Connect's additional terms and conditions. If a Customer does not agree to the Sourcewell Contract, including Verizon Connect's additional terms and conditions, the Customer may not order such products or services. If there is a conflict between the terms of a Customer's Accepted Order Form and its Agreement, the terms of the Agreement (without reference to its Accepted Order Form) shall prevail.</p> <p>Customers may not modify, rescind or cancel an Accepted Order Form, in whole or in part, without Verizon Connect's written consent; any such action by Customer shall be considered null and void and have no effect on the Accepted Order Form. The transmission to the Customer of an Order Form does not constitute an offer. All orders are subject to acceptance by Verizon Connect, evidenced either (a) in writing via email, or (b) by shipping the Devices or provisioning the Verizon Connect Service.</p> <p>Under our current Sourcewell contract, all Verizon Connect sales are captured under the Sourcewell contract number to make reporting seamless. Our Finance department is able to easily determine any and all sales made under the contract for all three platforms.</p> | * |
| 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? | Verizon Connect does currently support Procurement Card payment. There are no additional fees imposed by Verizon Connect for use a P-card. | * |

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. | Pricing for Verizon Connect telematics services (includes Verizon Connect NWF Inc., Verizon Connect Telo Inc., and Verizon Connect Fleet USA LLC) includes the following: - A one-time fee to purchase telematics hardware unit (units can be leased if required) - A monthly subscription fee to access GPS and diagnostics data - A one-time fee for professional installation (customer can opt to manage installation internally) | * |
| 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. | The prices offered to Sourcewell for the three product platforms are being discounted between 0.36% and 100% from the standard Commercial Price List. Verizon Connect will also offer further discounts to our customers guaranteed quantity orders of 2,000+ units for hardware. The pricing offered for the products is in line and consistent with those currently provided by Verizon Connect and other vendors offering similar products and services. | * |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | Tiered pricing can be provided based on the number of units purchased by the customer. Price reductions will be provided when customer achieves the next level of outlined unit volume, purchased. | * |
| 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. | Verizon Connect does not have a process or method in place to facilitate "sourced" products and/or services. | * |
| 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. | Installation is an optional service, as our customers may utilize self-installation via their internal, organizational technicians. Verizon Connect has relationships with numerous, certified installation partners that can assist our customers should they prefer their telematics units to be professionally installed. Installers are assigned based on close proximity to the customer's location, timeline required by the customer and the number of units and locations that require installation. The cost of installation services may be found in our proposed Price List. For the Networkfleet and Fleet for Government platform's professional installation is charged as a one-time fee and it is charged for installation and de-installation of devices. For our Reveal platform, professional installation is included in the the monthly service charge for the platform. Should the customer opt to self-install their devices, the customer's monthly fee would be lower than if they were to choose professional installation. | * |
| 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. | Not Applicable. Shipping is included in the price of unit. | * |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Not Applicable. Shipping is included in the price of the unit. | * |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | The proposed platforms are provided as web-enabled, cloud-based services and are available at any time, from any supported web browser or mobile device. During initial implementation, units are shipped to installation locations and installed professionally by certified Verizon Connect partner companies (if required by customer), or may be installed internally by the customer. | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---|
| 61 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Please see our proposed Sourcewell pricing attached in this response. |

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. | Verizon Connect has a tracking report that is managed and reviewed for every government, public sector and non-profit opportunity that is managed. Metrics tracked include customers that are proposed/offered pricing, terms and conditions under the Sourcewell contract, revenue based on sales, solution which is priced under agreement. |
| 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.) | Under Verizon Connect's current contract with Sourcewell, Verizon Connect currently pays Sourcewell 1 1/2% of total sales under the Sourcewell contract, quarterly. |

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

| Line Item | Question | Response * |
|-----------|--|--|
| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Please see the attached document, providing a comprehensive overview of Verizon Connect's Fleet, Reveal and Networkfleet platforms. |
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Within the support platforms, Verizon Connect provides the following tools and add-on solutions:</p> <p>Verizon Connect Fleet The Fleet platform provides the following:</p> <ul style="list-style-type: none"> • Verizon Connect Fleet. Delivers real-time location, full engine diagnostics, driver safety metrics and status for all vehicles and assets on one dashboard, including full fleet metrics, maintenance scheduling, instant alerts and reports. • Verizon Connect Assets. Integrates your powered and non-powered assets with your vehicles and aggregates data for one view of your entire fleet. • Verizon Connect Video. Dash cam smart video footage is available within minutes. View harsh driving events with event classifications, along with speed overlay and video on demand, right from your desktop or mobile device. • Verizon Connect Workforce. Offers mobile workers a tool to plan jobs, track performance and manage reporting with customizable planning and performance tools. • Verizon Connect Compliance. Incorporates powerful Hours of Service (HOS) management features and a complete E-DVIR solution to automate compliance processes and reduce your administrative workload. • Verizon Mobile Apps. <ul style="list-style-type: none"> o Verizon Connect Spotlight. Enables real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Fleet's companion app. o Verizon Connect Navigation. An advanced, truck-restricted navigation companion with a large moving map and an easy-to-use touch screen interface. o Verizon Connect Coach. Drivers have direct access to driving KPIs, which help ensure safe driving, on-time performance and route compliance, with productivity metrics and leaderboards to support peer comparison. <p>Verizon Connect Reveal The Reveal platform includes:</p> <ul style="list-style-type: none"> • Verizon Connect Reveal. Real-time location and driver safety metrics on one dashboard. Includes full fleet metrics, maintenance scheduling, geofencing, instant alerts and detailed reports. • Verizon Connect Driving Style. Improve driver behavior, increase safety, and lower insurance costs with a comprehensive view of drivers including alerting, reporting, and our proprietary safety scoring. • Verizon Connect Video. View road-facing and driver-facing dash cam smart video footage in minutes in the office or out in the field to see harsh driving events with event classifications and speed overlay, along with on demand video footage. • Verizon Connect LogBook. Stay compliant with regulations by conducting roadside inspections for DVIR reports, and track Hours of Service (HOS) for continued compliance. • Verizon Connect Mobile Apps. |

| | |
|--|---|
| | <ul style="list-style-type: none">o Verizon Connect Reveal Spotlight. Enables real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Reveal's companion mobile app.o Verizon Connect Reveal Driver. Enables route dispatching to driver, the ability to view driver scorecards, confirm new driver vehicle assignments, and more.o Verizon Connect Navigation. Performs as an advanced, truck restricted navigation companion, with a large moving map format and a simple-to-use touch screen interface.o Verizon Connect Reveal Map. Gives quick access to all vehicles and drivers in one map with vehicle status and search capabilities.o Verizon Connect Reveal Field. Allows easy management of vehicles, technicians, and jobs for simple scheduling and dispatch with the online Scheduler and immediate job status updates and details with the mobile app. <p>Verizon Connect Networkfleet</p> <p>Networkfleet includes:</p> <ul style="list-style-type: none">• Networkfleet 5500 Series. Real-time location, engine diagnostics, driver safety metrics and status for all vehicles and assets on one dashboard with full fleet metrics, maintenance scheduling, alerts, reports and roadside assistance.• Networkfleet 5200 Series. Real-time GPS tracking and status for all assets on one dashboard with full fleet metrics, alerts, reports and roadside assistance.• Networkfleet Asset Guard. Location and status of your fixed, movable, powered, or non-powered assets, integrated with your vehicle fleet for a single view on one map.• Networkfleet Mobile Apps.<ul style="list-style-type: none">o Networkfleet Manager. Real-time access to fleet and assets location, health, and status for fleet managers and supervisors via Fleet for Government's companion mobile app.o Networkfleet Driver. Digital Forms to eliminate paperwork in the field and remotely sync with the platform. |
|--|---|

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>Verizon Connect offers a leading cloud-based mobile workforce management platform that connects your business and helps you make better data-driven decisions. . Our innovative technology leads the market, and provides the latest features to help you make smart data-driven decisions. Our fleet and workforce management solutions are intuitive and designed to be easy to use and maintain. The comprehensive platform is reliable and provides a trusted daily tool that locates and optimizes your resources for any size fleet.</p> <p>Our Fleet Management capabilities support</p> <ul style="list-style-type: none"> the management of the location, status and health of your vehicles the overseeing vehicle and equipment utilization An increase in productivity and efficiency <p>Our Workforce Management capabilities support:</p> <ul style="list-style-type: none"> the management of the location, status and well-being of your mobile workers the monitoring of workday progress and activities the promotion of safety and security <p>Verizon Connect delivers real-time insight into your daily operations. We partner with our customers to identify and integrate the specific technologies that are appropriate for their operational needs and deliver targeted end-to-end solutions with modular designs and open architectures. This comprehensive platform approach is tailored to fully accomplish your goals and deliver measurable benefits and ROI.</p> | * |
| 67 | Fleet technology related hardware solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Verizon Connect's GPS tracking units are installed within the vehicle's cab, underneath the vehicle's dashboard. Information is taken directly from the vehicle's engine, allowing location and diagnostics data to be transmitted through the cloud and available via the user's web browser (Chrome, Edge, Firefox and Internet Explorer, or via Android and iOS Apple devices through mobile app. | * |
| 68 | Fleet related software solutions | <input type="radio"/> Yes <input checked="" type="radio"/> No | Verizon Connect's telematics solutions are provided as web-enabled, cloud-based solutions. No software is required to utilize Verizon Connect's telematics platforms. | * |
| 69 | Telematics, fleet monitoring, asset tracking, and geofencing solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Please see the provided 'Verizon Connect Solution Overview' included as an attachment to this response. Information is providing regarding fleet monitoring, asset tracking and geofence capabilities for all participating platforms. | * |
| 70 | Motor pool and fleet sharing solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | <p>Devices can be transferred between multiple vehicles and vehicles can be assigned to more than one driver. Additionally, can use the digital driver ID, via Verizon Connect Fleet's mobile WorkPlan app or key fob, for each driver within your fleet. This will inform you who is behind the wheel of a vehicle and if a vehicle has changed drivers throughout the day.</p> <p>Customers can easily configure their telematics platform to match their organizational structure with hierarchy capabilities.</p> <p>Verizon Connect's solutions allow you to use fleet and teams to create custom groups of people or vehicles, as well as support the sharing of vehicles amongst multiple drivers.</p> | * |
| 71 | Integrated video solutions | <input checked="" type="radio"/> Yes <input type="radio"/> No | Verizon Connect's Fleet and Reveal platforms provide integrated video capabilities. A comprehensive overview of the platforms' integrated video capabilities are provided within the 'Verizon Connect Solution Overview' included as an attachment to this response. | |

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. | Verizon Connect tracks the number of government, public and non-profit entities that submit RFx request. Metrics that are tracked include: - Company - Number of Units - Government Co-operative Pricing (yes/no) - Solution proposed under Sourcewell pricing - Potential Monthly and Annual Revenue - Win (yes/no) |
| 73 | Describe your approach to data privacy in regard to your proposed solution(s). | Maintaining the privacy of our customers is extremely important to Verizon Connect. Our official Privacy Policy can be found on our website at www.verizon.com/about/privacy/privacy-policy-summary . Verizon Connect utilizes the following processes to protect sensitive data: <ul style="list-style-type: none"> • Maintaining a Verizon Code of Conduct for Verizon Connect employees (available to the public on our website at www.verizon.com/about/our-company/code-conduct) which requires compliance with information security policies and procedures. • Using contractual and other measures to obtain third party suppliers' compliance with appropriate information security requirements, such as Verizon's baseline security requirements for suppliers, our Supplier Code of Conduct, and other materials. • Providing physical security controls for each computer room, data center, and similar facilities that may contain sensitive information. • Providing technical and other controls protecting sensitive information stored in Internal Systems, consistent with Verizon Connect's information security policies and procedures. • Complying with applicable laws and regulations related to protecting sensitive information stored by Verizon Connect. |

Exceptions to Terms, Conditions, or Specifications Form

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

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. - Shane Scoville, Vice President - Global Sales, Verizon Connect NWF Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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 |
|---|--|-------|
| Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM | <input checked="" type="checkbox"/> | 3 |
| Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM | <input checked="" type="checkbox"/> | 1 |

Save as Template

^

- ^

^

[\[User Manuals / Support ↗ \]](#)

AFFIDAVIT OF PUBLICATION

DJC



11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

Fleet Management Technologies with Related Software Solutions

Sourcewell; Bid Location Staples, MN, Todd County; Due 02/02/2021 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

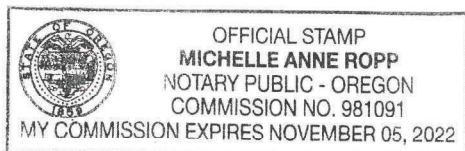
12/11/2020

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **December, 2020**

Nick Bjork

Notary Public-State of Oregon



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11943048
Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD) \$80,000,000.00 (Not shown to suppliers)
Reference Number 0000188662
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 020221
Title Fleet Management Technologies with Related Software Solutions
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Term: 2021/04/01 01:00:00 AM EDT - 2025/03/31 01:00:00 AM EDT
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2020/12/10 08:47:39 AM EST
Question Acceptance Deadline 2021/01/26 05:30:00 PM EST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2021/02/02 05:30:00 PM EST

Prebid Conference 2021/01/08 11:00:00 AM EST

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2021/01/08 11:00:00 AM EST
Location Online Conference
Event Note Login information will be emailed two business days prior to event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

| Item Name | Description | Mandatory |
|---------------|---------------------------------|-----------|
| Bid Documents | Documents defining the proposal | Yes |

Categories

Selected Categories

| | |
|-----------------------|---|
| GSIN Category (1) | |
| S | Services Services |
| R1 | Administrative and Management Support Services Administrative and Management Support Services |
| R115G | FLEET MANAGEMENT SERVICES FLEET MANAGEMENT SERVICES |
| MERX Category (1) | |
| G | Goods Goods |
| G10 | Electrical and Electronics Electrical and Electronics |
| UNSPSC Categories (2) | |
| 43000000 | Information Technology Broadcasting and Telecommunications |
| 43230000 | Software |
| 43232300 | Data management and query software |
| 43232600 | Industry specific software |



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Thursday, 12/10/2020

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Fleet Management Technologies with Related Software Solutions

Agency: Sourcewell

Division: Procurement Department

Contract Number: 020221

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 12/11/2020

Due Date/Time: 02/02/2021 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Information Technology - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
James Voelker
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4191
james.voelker@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
James Voelker
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4191
james.voelker@sourcewell-mn.gov



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Bid RFP #020221 - Fleet Management Technologies with Related Software Solutions

[Switch to Vendor View]

Bid Type RFP

Bid Number 020221

Title Fleet Management Technologies with Related Software Solutions

Start Date Dec 10, 2020 7:59:21 AM CST

End Date Feb 2, 2021 4:30:00 PM CST

Agency Sourcewell

Bid Contact Chris Robinson
(218) 895-4168
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date Jan 8, 2021 10:00:00 AM CST

Location Online conference

Notes Login information will be emailed two business days prior to event.

Documents

No Documents for this bid


**Opportunity Notice
Fleet Management Technologies with
Related Software Services**
Opportunity Information

Organization: Rural Municipalities of Alberta (RMA)
Organization Address: www.rmalberta.com
Reference Number: AB-2020-06945
Solicitation Number: AB-2020-06945
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 12/10/2020
 04:15:00 PM Alberta Time
Closing (MM/dd/yyyy): 02/02/2021
 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 12/10/2020
 04:03:54 PM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA & CETA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
 N5825015: Global Positioning System, Navigation Equipment (Except
 Airborne)
 R115G: Fleet Management Services

Category: Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)
Response Submission:

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://portal.sourcewell-mn.gov>

Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
 Procurement Manager
 2510 Sparrow Drive
 Nisku, Alberta T9E 8N5
 Tel: 218-895-4168
 Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Rural Municipalities of Alberta ("RMA"), is posting the solicitation on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories.

Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement. RMA/Sourcewell is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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CUSTOMER NAME AND ADDRESS

SOURCEWELL,
Accounting Dept
PO BOX 219

STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

12/14/2020

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001305174 /

PUBLICATION SCHEDULE

START 12/10/2020 END 12/10/2020

CUSTOMER REFERENCE NUMBER

Sourcewell RFP for Advertisement (Fleet Management Tech)

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency

SIZE

35 LINES

1 COLUMN(S)

TIMES

3

TOTAL COST

80.95

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

1305174

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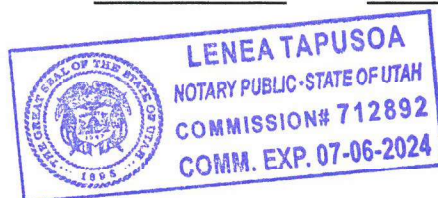


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The following are the meeting times and locations for the opportunity:

| Meeting Location | Description | Date / Time ▾ | Mandatory Me... | Meeting Document |
|--------------------------------|---|---|-----------------|------------------|
| Online Pre-Proposal Conference | Login instructions will be provided to registered plan takers by email two business days prior to the web conference. | Friday January 8, 2021 10:00 AM to 11:00 AM (CST) | No | |



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OPEN

Fleet Management Technologies with Related Software Solutions

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

- Pre-Proposal Conference:
January 8, 2021 at 10:00 am CST
- Proposals Due:
February 2, 2021 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

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REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Fleet Management Technologies with Related Software Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.al.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. 4825995

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Published On:

December 10, 2020

Michelle Long
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Amy L. Robbins
Notary Public for South Carolina
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WASHINGTON

Trump supporters to rally in Washington

Protest comes just before Electoral College meets

N'dea Yancey-Bragg

USA TODAY

As many as 5,000 of President Donald Trump's supporters are expected to descend on the nation's capital Saturday — just days before Electoral College votes are cast — to protest alleged voter fraud in the Nov. 3 presidential election, an unfounded claim also pushed by Trump.

Women for America First, a group of conservative women that organized last month's "Stop the Steal" rally in Washington, filed for another protest permit from the National Park Service after their first event, which drew tens of thousands of people.

Electors from all 50 states and Washington, D.C., meet in their respective state capitals Monday to formally cast votes for president based on the popular votes in each state. President-elect Joe Biden won 306 electoral votes and Trump stands at 232; a presidential candidate needs 270 of these votes to win.

Twenty-six states and the District of Columbia legally mandate electors vote in accordance with the popular vote, but "faithless" electors have voted for someone other than their candidate. None have ever affected the outcome of the election.

The demonstration is a way for Trump supporters to express their disillusionment and anger over the election, said Amy Kremer, chair for Women for America First, who is traveling to the nation's capital as part of a two-week, cross-country bus tour.

"We want him to continue to stay strong and fight to expose this voter fraud and demand transparency and



The Proud Boys at Million MAGA March last month. The group plans to march this weekend. JACK GRUBER/USA TODAY

election integrity," she said. "The second propose is really to support each other."

Attorney General William Barr said last week the Justice Department has not found evidence of widespread voter fraud that would change the outcome of the vote. A national coalition of election security officials said last month there was no evidence any voting system was compromised and described the election as "the most secure in American history."

"There's no evidence to support the contention or the allegation that there's been widespread voter fraud in the 2020 presidential election," said David Levine, elections integrity fellow at the nonpartisan Alliance for Securing Democracy. He noted that the majority of lawsuits the Trump team has filed in states have failed.

"What I am more concerned about is that these kinds of events contribute to a broader mis- or disinformation campaign that undermines voter confidence in elections and creates fissures in our democracy," he said.

Levine added that more work needs to be done to boost voter confidence in election integrity and to protect election officials who may be targeted if they are perceived as contributing to a candidate's loss.

The goal of the rally appears to be an attempt to change some of the electors' minds and cause "disruption and chaos," according to Angelo Carusone, president of the left-leaning media watchdog group Media Matters for America. He said the rally turnout also could provide insight into what to expect from right-wing organizers under the Biden administration.

"The external goal, and ostensibly sort of purpose of this is to have a show of force in some meaningful way right when the electors from the Electoral College come to D.C. to cast their votes," he said. "The internal goal is to just keep the keep engagement going and to keep their membership together."

The permit application estimates upward of 5,000 people will gather on Dec. 11 and 12 in support of Trump, a considerably smaller figure than the tens of thousands who turned out in November.

Turnout could be much lower than the previous event in part because it was not as heavily advertised initially in right-wing circles, said Jared Holt, a visiting fellow at the Atlantic Council's Digital Forensics Research Lab who focuses on domestic extremism.

"We are seeing this Stop the Steal movement is already starting to dwindle at least in its digital footprint and that appears to be translating to rallies," he said.

The pro-Trump gathering likely will be held at Freedom Plaza, according to the National Park Service. A permit is expected to be issued this week that will include details for the event and the number of participants.

Several groups including anti-Trump

organization Refuse Fascism and antifascist group All Out DC have already announced they will again hold counterprotests. Refuse Fascism is planning to rally in Black Lives Matter plaza.

"We are rallying to stand up against the regime in power and the fascist mobilization," she said.

Organizers of the pro-Trump rally acknowledged the potential for counterprotests on their permit application, specifically mentioning Black Lives Matter and Antifa.

"Obviously we've seen that anyone anti-Trump will attack us," Cindy Chafan of Women for America First wrote in the application. "We will make sure to have a plan in place to ensure the safety of attendees."

At the mid-November rally, skirmishes between protesters and counterprotesters broke out across the city. At least 20 people were arrested on a variety of charges, including assault and weapons possession, The Associated Press reported. One stabbing was reported, two police officers were injured and several firearms were also recovered by police.

Kristen Metzger, a spokesperson for the D.C. police, confirmed police will be present at the demonstration and a traffic advisory with road closures will be released ahead of the event.

Carusone said several chapters of the Proud Boys, a far-right extremist group known for inciting violence, are not only planning to attend as they have before but said counterprotesters need to be aware that Proud Boys seek to antagonize counter demonstrators to create a "pretext for self-defense."

"Likelihood for violence is actually more acute than it was last time largely because of who's really organizing it," Carusone said.

Contributing: The Associated Press; Kevin Johnson, USA TODAY

POLITICS NEWS BRIEFING

Stimulus talks drag on; Biden introduces Pentagon pick

The stalemate in stimulus negotiations continued Wednesday as Senate Majority Leader Mitch McConnell, R-Ky., attacked top Democrats' rejection of the latest White House offer, while Democrats staked their hopes on a bipartisan group of nine senators negotiating a \$908 billion proposal.

On Tuesday, McConnell had offered to drop one of Republicans' largest priorities in negotiations — liability protections for businesses — if Democrats dropped one of their priorities — aid for state and local governments.

Those sticking points could be resolved in another relief bill at the beginning of next year, he said.

House Speaker Nancy Pelosi, D-Calif., rejected McConnell's approach, urging him to work with the bipartisan group instead and accusing him of "obstruction."

Adding to the scramble to get a bill done before Congress leaves for Christmas, the White House and Treasury Secretary Steve Mnuchin made their own \$916 billion proposal Tuesday evening, an approach Democrats mostly rejected because of the small amount it provided for unemployment funds.

"In a bizarre and schizophrenic press release, the speaker and the leader said the administration was obstructing negotiations by negotiating," McConnell said.

"Two more brush-offs in about two hours. More deflection, more delay, and

more suffering for innocent Americans."

Senate Minority Leader Chuck Schumer, D-N.Y., told reporters Wednesday. "Cutting unemployment to the extent he has ... it's not going to get much support among any Democrats." Schumer said bipartisan negotiations were the "way to go."

Sen. Angus King, I-Maine, working on the compromise proposal, told reporters the group was still "trying to finalize the language."

Biden introduces Defense pick

In officially introducing Lloyd Austin as his nominee to become secretary of the Defense Department, President-elect Joe Biden sought Wednesday to tamp down criticism of picking a retired, four-star Army general as the civilian leader of the armed forces.

"He is the right person for this job, at the right moment leading the Department of Defense at this moment in our nation's history," Biden said.

"Through sheer determination and extraordinary skill, He's been breaking down barriers and blazing a trail forward in this nation for more than 40 years."

Biden said Austin led the reduction in troops from Iraq, which represented the biggest logistical challenge to the department in 60 years. One night while meeting at the ambassador's house in Baghdad, Biden said, insurgents

launched a rocket attack.

"Of course, for Gen. Austin, it was just another day at the office," Biden said. "He's cool under fire, inspiring the same in all those around him."

If confirmed, Austin would be the first African American to head the Pentagon. People of color represent about 30% of military personnel, which Biden said should be better reflected in leadership.

"It's long past the time that the department's leadership reflects that diversity," Biden said.

Austin thanked Biden for the honor of building upon the history of African Americans in the military, from Buffalo soldiers to the Tuskegee Army to Colin Powell, a former general and secretary of state. "Many people have paved the way for me," Austin said.

Before Austin can be confirmed, Congress must grant a waiver from a law that requires active-duty military personnel to wait at least seven years before they can become defense secretary.

HUD, Agriculture choices named

Biden and Vice President-elect Kamala Harris will choose Rep. Marcia Fudge as their nominee for secretary of Housing and Urban Development, and Tom Vilsack for secretary of Agriculture.

Fudge is an Ohio Democrat representing the Cleveland area. She would

be the second Black woman to lead HUD, which focuses on federal policy surrounding housing. Vilsack would return to the position he held for eight years during the Obama administration. He also served two terms as Iowa's governor.

High court spurns election suit

The Supreme Court refused Tuesday to stop Pennsylvania from finalizing Biden's victory in the state despite allegations from allies of President Donald Trump that the expansion of mail-in voting was illegal.

The action by the high court, which includes three justices named by Trump, came as states across the country are looking in the results that will lead to next week's Electoral College vote. It represented the latest in a string of stinging judicial opinions that have left the president defeated politically and legally.

By their one-sentence denial, the justices left intact a ruling by the Pennsylvania Supreme Court, which said the challenge to a state law passed in 2019 came far too late. New Associate Justice Amy Coney Barrett appeared to have participated in the case; no dissents or recusals were noted.

Contributing: David Jackson, Bart Jansen, Richard Wolf, Nicholas Wu, Sean Rossman, Rebecca Morin, Deborah Barfield Berry, The Associated Press

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Proposal Evaluation
Fleet Management Technologies with Related Software Solutions RFP #020221

| Possible Points | Agile Fleet, Inc. | Calamp Wireless Networks Corporation | Carolina Software Technology | Chevin Fleet Solutions LLC | CitiTech Systems, Inc. | Computerized Fleet Analysis, Inc. | Curacy, LLC | DataRemotes, Inc. | Fleet Analytics LLC | Forward Thinking Systems | Free2Move | Geotab Inc. | GPS Insight, LLC | IVS, Inc. | LB Technology, Inc. | Lytx, Inc. | Mitac Digital Corporation |
|---|-------------------|--------------------------------------|------------------------------|----------------------------|------------------------|-----------------------------------|-------------|-------------------|---------------------|--------------------------|-----------|-------------|------------------|-----------|---------------------|------------|---------------------------|
| Conformance to RFP Requirements | 50 | 38 | 39 | 32 | 32 | 35 | 39 | 23 | 33 | 35 | 44 | 38 | 43 | 41 | 39 | 39 | 38 |
| Pricing | 400 | 352 | 338 | 326 | 296 | 300 | 335 | 276 | 275 | 325 | 354 | 326 | 341 | 336 | 338 | 342 | 335 |
| Financial Viability and Marketplace Success | 75 | 59 | 61 | 52 | 56 | 54 | 56 | 33 | 51 | 60 | 63 | 57 | 68 | 62 | 62 | 58 | 63 |
| Ability to Sell and Deliver Service | 100 | 73 | 80 | 63 | 74 | 61 | 70 | 51 | 63 | 70 | 78 | 68 | 83 | 81 | 76 | 73 | 79 |
| Marketing Plan | 50 | 42 | 39 | 32 | 34 | 37 | 38 | 26 | 33 | 37 | 40 | 39 | 45 | 45 | 42 | 41 | 42 |
| Value Added Attributes | 75 | 59 | 59 | 52 | 55 | 53 | 56 | 49 | 46 | 56 | 61 | 58 | 67 | 62 | 60 | 63 | 61 |
| Warranty | 50 | 58 | 42 | 24 | 37 | 41 | 37 | 57 | 39 | 59 | 42 | 58 | 49 | 41 | 43 | 39 | 40 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 173 | 173 | 139 | 157 | 148 | 144 | 103 | 162 | 162 | 172 | 166 | 183 | 167 | 174 | 166 | 168 |
| Total Points | 1,000 | 834 | 835 | 795 | 746 | 749 | 775 | 578 | 702 | 784 | 854 | 790 | 873 | 835 | 834 | 821 | 794 |
| Rank Order | | 15.5 | 8.5 | 40 | 65.5 | 40 | 30 | 40 | 47.5 | 38 | 2 | 12 | 1 | 6.5 | 15.5 | 18 | 35 |

| Possible Points | MRF Geosystems Corporation | NextTag LLC | Noregon Systems Inc | Oakland Consulting Group | PeoplePlus Software LLC | RadioMobile, Inc. | Rarestop | Revo Technologies | RMI Technologies TX, Inc. | Ron Turley Associates | RouteWare, Inc. | Rubicon Global, LLC | Safety Vision | Samsara Networks Inc | Skyhawk Telematics | Solutions Into Motion Limited (CA), Ltd (US) | SYNNEX Corporation |
|---|----------------------------|-------------|---------------------|--------------------------|-------------------------|-------------------|----------|-------------------|---------------------------|-----------------------|-----------------|---------------------|---------------|----------------------|--------------------|--|--------------------|
| Conformance to RFP Requirements | 50 | 38 | 38 | 35 | 34 | 36 | 39 | 37 | 37 | 39 | 42 | 40 | 43 | 41 | 41 | 42 | 37 |
| Pricing | 400 | 298 | 329 | 293 | 95 | 257 | 334 | 824 | 344 | 283 | 351 | 319 | 358 | 316 | 347 | 348 | 296 |
| Financial Viability and Marketplace Success | 75 | 57 | 58 | 54 | 43 | 50 | 59 | 57 | 49 | 58 | 58 | 61 | 61 | 61 | 58 | 61 | 57 |
| Ability to Sell and Deliver Service | 100 | 70 | 77 | 78 | 57 | 69 | 67 | 72 | 65 | 73 | 78 | 80 | 78 | 80 | 76 | 83 | 83 |
| Marketing Plan | 50 | 34 | 40 | 39 | 29 | 36 | 39 | 37 | 41 | 41 | 44 | 40 | 46 | 39 | 41 | 44 | 35 |
| Value Added Attributes | 75 | 56 | 55 | 55 | 15 | 57 | 58 | 51 | 53 | 59 | 56 | 60 | 67 | 54 | 62 | 66 | 62 |
| Warranty | 50 | 39 | 40 | 38 | 6 | 39 | 42 | 21 | 40 | 40 | 41 | 41 | 41 | 41 | 43 | 42 | 37 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 164 | 173 | 168 | 93 | 158 | 165 | 156 | 141 | 173 | 175 | 170 | 164 | 165 | 178 | 166 | 160 |
| Total Points | 1,000 | 756 | 810 | 765 | 351 | 782 | 803 | 755 | 770 | 814 | 840 | 811 | 855 | 797 | 850 | 845 | 798 |
| Rank Order | | 48 | 30 | 38 | 98 | 78 | 30 | 41 | 34.5 | 19 | 8 | 38 | 3 | 21 | 46 | 5 | 55 |

| Possible Points | Synovia Subsidiary of Calamp | Teletrac Navman US Ltd | TELLUS Communications (U.S.) Inc. | The Arcam Group, Inc. | The Vestige Group, LLC | Thing Tech, Inc. | Toromont Material Handling, a division of Toromont | Track Star International, Inc. | Transfinder Corporation | Trapeze Software Group Inc. | TT FASTER LLC | Uptake | Utility Associates, Inc. | Verizon Connect NWF Inc. | WEX Bank | Zonar Systems |
|---|------------------------------|------------------------|-----------------------------------|-----------------------|------------------------|------------------|--|--------------------------------|-------------------------|-----------------------------|---------------|--------|--------------------------|--------------------------|----------|---------------|
| Conformance to RFP Requirements | 50 | 40 | 38 | 41 | 40 | 38 | 40 | 38 | 38 | 38 | 36 | 37 | 35 | 38 | 40 | 38 |
| Pricing | 400 | 341 | 249 | 323 | 323 | 344 | 345 | 313 | 313 | 261 | 310 | 273 | 335 | 320 | 334 | 313 |
| Financial Viability and Marketplace Success | 75 | 62 | 61 | 61 | 61 | 54 | 57 | 60 | 55 | 60 | 58 | 56 | 54 | 60 | 64 | 61 |
| Ability to Sell and Deliver Service | 100 | 73 | 76 | 76 | 70 | 64 | 74 | 78 | 65 | 74 | 76 | 67 | 76 | 76 | 83 | 71 |
| Marketing Plan | 50 | 39 | 35 | 45 | 32 | 38 | 40 | 42 | 35 | 35 | 37 | 36 | 39 | 34 | 43 | 37 |
| Value Added Attributes | 75 | 55 | 59 | 64 | 54 | 55 | 54 | 58 | 53 | 58 | 57 | 57 | 54 | 52 | 62 | 57 |
| Warranty | 50 | 41 | 40 | 41 | 39 | 38 | 40 | 41 | 37 | 35 | 39 | 41 | 33 | 35 | 39 | 41 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 165 | 173 | 168 | 158 | 168 | 165 | 137 | 170 | 161 | 170 | 176 | 160 | 161 | 175 | 162 |
| Total Points | 1,000 | 816 | 712 | 819 | 777 | 799 | 815 | 767 | 766 | 762 | 783 | 746 | 770 | 776 | 838 | 795 |
| Rank Order | | 10 | 45 | 34 | 32 | 35 | 36 | 38 | 39 | 47.5 | 38 | 43.5 | 35.5 | 35 | 3 | 25.5 |

James Voelker, CPFM, CFM, Procurement Lead Analyst

Michael Muñoz, CPFB, Procurement Analyst

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