

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: Vemoco Telematics LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vemoco Telematics LLC, 1309 Coffeen Ave., Suite 11506, Sheridan, WY 82801 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act, subject to any exceptions, waivers, or applicable trade agreements, including the Trade Agreements Act. Purchases made in

accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

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

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

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

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

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

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

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

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322. Supplier discloses that certain hardware components, specifically telematics devices sourced from Teltonika, are of non-U.S. origin (manufactured in EU), and are provided due to their unique functionality, cost efficiency, and availability, with no equivalent domestic alternative identified at the time of procurement.

Article 2: Sourcewell and Supplier Obligations

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
 - 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.
- A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.
- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by

Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

19) **Grant of License.**

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

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell. Supplier grants non-exclusive and non-transferable rights regarding the Included Solutions it provides under this agreement to each Participating Entity.

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

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

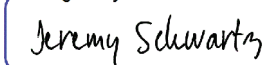
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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


- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Vemoco Telematics LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/5/2025 | 7:15 PM CDT

Signed by:

 A934B911F1D944E...
 By: _____
 Gyorgy Gombar
 Title: CEO
 Date: 5/5/2025 | 4:52 du. PDT

102924-VEM

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: Vemoco Telematics LLC
Address: 1309 Coffeen Avenue
STE 11506
Sheridan, Wyoming 82801
Contact: Gyula Kangiszer
Email: info@vemoco.com
Phone: 323-791-4092
HST#: 37-2108171

Submission Details

Created On: Monday September 23, 2024 14:56:20
Submitted On: Tuesday October 29, 2024 16:22:59
Submitted By: Gyula Kangiszer
Email: gyula.kangiszer@vemoco.com
Transaction #: 0bac60c8-4b83-4259-8982-517718321a7c
Submitter's IP Address: 23.124.182.190

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	VEMOCO Telematics LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	VEMOCO Telematics Canada Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	HV32GP6M3NA4	*
5	Provide your NAICS code applicable to Solutions proposed.	518210 - Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services	
6	Proposer Physical Address:	1309 COFFEEN AVE STE 11506 SHERIDAN, WY, 82801	*
7	Proposer website address (or addresses):	https://www.vemoco.com/en/home-en	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Name: Gyorgy Gombar Title: CEO Address: 1309 COFFEEN AVE STE 11506, SHERIDAN, WY, 82801 e-mail: gyorgy.gombar@vemoco.com phone: +1-425-318-7890	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Gyorgy Gombar Title: CEO Address: 1309 COFFEEN AVE STE 11506, SHERIDAN, WY, 82801 e-mail: gyorgy.gombar@vemoco.com phone: +1-425-318-7890	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Gyula Kangiszer Title: Advisor Address: 1309 COFFEEN AVE STE 11506, SHERIDAN, WY, 82801 e-mail: gyula.kangiszer@vemoco.com phone: +1-323-791-4092	

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

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

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>VEMOCO Telematics LLCs is part of VEMOCO Telematics Group, the headquarter is based in Europe, with presence in Canada and US. The Group was established in 2014 has grown since.</p> <p>VEMOCO Telematics is an innovative company offering AI-enabled and automated vehicle tracking and management services, targeting any size organizations, where automation fleet and field process management are high priorities. VEMOCO provides cloud-based tracking and fleet administration solution accessible via mobile and web apps to wide range of customers from firms with 10-20 vehicles to large organizations with over 1,000 vehicles. The company's solutions focus on enabling businesses to optimize fleet management Total Cost of Ownership, monitor fleet usage, increase field resource effectiveness, improve driver safety and reduce costs by offering real-time tracking data and analytics.</p> <p>VEMOCO is partnering with Teltonika to provide these solutions worldwide including the USA and Canada. Teltonika (https://teltonika-gps.com/) is one of the top global telematics product vendors selling over 4 million telematics devices annually. Until now more than 25 million devices were produced.</p> <p>Teltonika Company Group consolidated turnover reached 294 EUR (approximately 315M USD) in 2023 via its more than 150 value added resellers around the world. In 2023, Teltonika generated 53%, the largest share of its total revenue, from sales of telematics equipment for transport management and tracking. VEMOCO is a Gold partner of Teltonika and built cloud services on Teltonika products. Teltonika supports VEMOCO in this solicitation (see reference letter) including its commitment to priority delivery of equipment from its warehouse based on Toronto, Canada.</p> <p>Core Values:</p> <p>Innovation: VEMOCO is driven by a commitment to providing cutting-edge telematics solutions that leverage artificial intelligence and process automation to improve decision-making in many parts of the organizations, not just in fleet management. VEMOCO is one of the telematics market players, who spends over 25% of its revenue for ongoing innovation.</p> <p>Customer centricity, confidentiality and trust:</p> <p>VEMOCO is a trusted business partner of its customers. The company focuses on providing tailored solutions leveraging its suite of highly configurable system modules. As VEMOCO handles sensitive information, it has implemented industry leading practices to maintain confidentiality.</p> <p>Reliability:</p> <p>Ensuring accurate and consistent data is a cornerstone of VEMOCO's offerings, allowing companies to rely on their systems for dependable performance. VEMOCO's platform uptime is 99,994% since over 3 years providing telco grade service quality.</p> <p>Sustainability:</p> <p>VEMOCO's solutions also contribute to reducing resource wastage by enabling better utilization of fleet, assets and human resources, which aligns with sustainability goals.</p> <p>Efficiency:</p> <p>The company's tools are designed to streamline operations for businesses, offering practical, automated solutions to complex tracking and monitoring needs</p> <p>Business Philosophy:</p> <p>VEMOCO believes in empowering companies with data-driven tools that simplify operational challenges. Its philosophy revolves around automating manual processes, minimizing errors, and enhancing productivity, ensuring that businesses can focus on growth and innovation while reducing operational inefficiencies and time spent to analyze data and create actions from it.</p> <p>Industry Longevity:</p> <p>Over the past ten years, VEMOCO has established itself as a significant player in the telematics industry in its core market, being dominant telematics player in telecom, retail, leasing, delivery and also governmental sectors. Its adaptability and forward-thinking approach have helped it stay relevant in the rapidly evolving telematics industry. By continuously refining and adding value to its service, VEMOCO remains a trusted partner for companies and organizations seeking reliable telematics solutions to automate field and fleet processes.</p>
12	What are your company's expectations in the event of an award?	<p>VEMOCO expects that Participating Entities would consider VEMOCO for their Telematics needs. VEMOCO would dedicate sales and presales resources to the execution of the contract and provide the extra discount according the Sourcewell pricing. Additionally, both VEMOCO and Teltonika sales and technical resources would be able to consult any size of organization where fleet management and operational efficiency needs to be improved.</p>

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>VEMOCO Telematics is a 100% privately held company. It has been profitable following its first five years of investments to develop its core solutions. The company has been steadily growing over the past five years doubling its subscriber base since 2019. As customers are paying monthly subscription fees, VEMOCO revenue has 13% CAGR since 2019.</p> <p>Our product manufacturing partner is Teltonika. The company has offices in 21 countries worldwide and also presence both in Canada and United states. The annual turnover of the Teltonika Telematics business unit is as follows: 2021: 109M Euro 2022: 122M Euro 2023: 156M Euro</p> <p>Teltonika produced over 4 million telematics devices in 2023 and had number of awards, including the Adizes Institute Award, which was won by Teltonika as Company of the Year 2021.</p> <p>If needed VEMOCO can provide reference letters from the following entities proving the capabilities of VEMOCO to serve both government and large corporate organizations:</p> <ul style="list-style-type: none"> - BV Holding (Holding of 9 companies managing the production of products manufactured by prisoners), - A local municipality - A European country's Capital asset management company - Heineken - Vodafone - Deutsche Telekom's country subsidiary 	*
14	What is your US market share for the Solutions that you are proposing?	below 1%	*
15	What is your Canadian market share for the Solutions that you are proposing?	below 1%	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	no bankruptcy proceedings	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>VEMOCO Telematics is a telematics and field process automation service provider. VEMOCO operates in the following structure:</p> <ul style="list-style-type: none"> - Development - internal VEMOCO resources, - Cloud service operations - internal VEMOCO resources, - Sales - through channel partners and direct sales (for large accounts) - Aftersales - through channel partners and direct support (for large accounts) <p>VEMOCO is a service provider utilizing physical products from Teltonika as a reseller. VEMOCO has its own intellectual property rights for the services constantly developed in the past 10 years. VEMOCO has a partner sales network, but primarily provides best practice consultancy directly to customers to assure they get the best results from the provided services independently of the skills or execution capability of a partner. Partners play a key role in sales and customer relationship management, but the service execution and customization remain in the control of VEMOCO to assure best possible customer experience. Our company provides online training for our partners, but also for our customers. VEMOCO always helps new customers to setup the VEMOCO service and always hands over the access to the cloud service access fully preconfigured, ready to use. If needed VEMOCO migrates customer data for free as part of the service setup and also in the first 6 months provides (either directly or via partners) how best to use the service platform and provides on-the-job training until customer's fleet management resources are comfortable to fully utilize the solution.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>All VEMOCO sold products are manufactured by Teltonika and have the following Teltonika certifications:</p> <ul style="list-style-type: none"> - ISO 9001 Quality System Certification - ISO 45001 Safety System Certification - ISO 14001 Environmental System Certification <p>Product certificates: PTCRB (North America), FCC (USA), IC (Canada), AT&T (USA), CE/RED (EU), E-Mark (EU), RoHS (EU), REACH (EU), EAC (EAEU), UKCA (UK), Anatel (Brazil), CITC (Saudi Arabia), RCM (Australia, New Zealand), JATE (Japan), TELEC (Japan), IMDA (Singapore), SIRIM QAS (Malaysia)</p> <p>The Teltonika FMM00A OBD plug&play device is ELD compliant.</p>	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	None	*
21	What percentage of your sales are to the governmental sector in the past three years?	Below 10%	*
22	What percentage of your sales are to the education sector in the past three years?	Below 1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	None	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Prison Services Holding	Laszlo Halmi CEO	+36-1-3018461	*
City of Tatabanya (about 60.000 citizens)	Tibor Kiss Fleet Manager	+36-20-2902907	*
Budapest Capital Wealth Management Center (1.7M citizens)	Zoltan Vigh Fleet Manager	+36-20-4619505	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	VEMOCO Telematics sales forces consist of: - company's sales and presales resources (15 people) - sales partners (24 partners).	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	VEMOCO uses easy to install plugin devices and also wireless extensions. The presales/sales is done locally by partners or by VEMOCO sales, but the delivery is centralized both in US and in Canada. VEMOCO holds local inventory in both countries and can deliver POs in 24 hours and setup new customers in 48 hours from date of purchase. VEMOCO sales partners include wide range of organizations starting from sales agents, accountants, leasing companies, etc. Installation of the physical device does not require special training, it can easily be plugged into the vehicles OBD port. VEMOCO provides specific instructions for non-standard applications.	*
28	Service force.	VEMOCO service force includes the following functions: - customer service, - platform operation support, - mobile application support, - development organization (backend engineers, mobile engineers, web engineers) VEMOCO has trained service resources covering the entire lifecycle of the service contract. In case of physical device service needs, instead of local diagnosis, VEMOCO provides a preconfigured replacement device. Most customers chose to administer the device swap themselves.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	From Onboarding to service start date and first 6 months support: All POs are processed in a simple, centralized manner. POs are sent from customers of partners electronically to sales@vemoco.com regardless whether the PO is issued from the US or from Canada. VEMOCO dispatches all POs to internal onboarding team responsible for setting up new customers or adding new vehicle/telematics devices to an existing customer in VEMOCO PRO administration system. The assigned onboarding expert contacts the customer directly to confirm order details including delivery timing and all locations where the customer's fleet manager requested shipping. Delivery typically happens in 24-72 hours depending on the speed of delivery of any additional information to be provided by the customer. Besides the delivery of the telematics devices and accessories, VEMOCO offers a free training program to all its new customers or to any new contact person in an existing customer organization.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	VEMOCO customer service is accessible in the following channels: - on web (contact form or direct email, webchat), - mobile application (for existing customers/drivers, the process automatically populates data regarding customer, driver care, used telematics device PN number), - phone (contact center). Reported service issues are managed by VEMOCO's 7x24 service operation organization in a ticketing tool integrated with the call center. The service problem response time is 30 minutes, and uniquely VEMOCO also commits to problem resolution times as follows: P1 (critical service impact) issues affecting all customer vehicles are fixed in 4 hours, P2 (partial service impact) issues affecting large portion of customer vehicles are fixed in 8 hours, P3 (vehicle related) issues affecting one customer vehicle is fixed in 24 hours, P4 (other issues) affecting one or more vehicles, but not degrading the service to impact the customer's business continuity are fixed in 72 hours. Any other inquiry is responded to in 8 hours on 365 days of the year VEMOCO provides support in English only on all channels.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	VEMOCO is ready and committed to provide its solutions to Sourcewell participating entities. VEMOCO present a customer centric, consultancy-based approach, where VEMOCO gives valuable consultancy during onboarding to customers and keeps them on the innovation path throughout their rapidly changing business needs. Sourcewell participating entities will have the opportunity to benefit from world class telematics solutions enabled by leading global equipment manufacturer's (Teltonika) highly reliable technology. There are number of VEMOCO services which will extend the cumulated service portfolio of telematics and fleet management solution of Sourcewell, such as pool car management solution, sophisticated car handover processes, flexible field information inclusion into mobile applications, etc. at a competitive price.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	VEMOCO Telematics has a Canadian local entity based in Toronto with local resources and would be more than happy to provide products and services to Sourcewell participating entities in Canada as well. Teltonika operates its North American headquarters in Toronto, which also give a fast access to any telematics products needed for the VEMOCO telematics service.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	No limitation	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	No limitation	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No limitation	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

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

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Communication of the Sourcewell contract is a key for VEMOCO's success. Here is the proposed marketing plan to increase the provision of the information to the target audiences:</p> <p>Promotional Plan</p> <p>a. Sourcewell-Specific Campaigns</p> <ul style="list-style-type: none"> • Co-Branded Marketing: VEMOCO will work with Sourcewell to finance and create joint marketing materials (flyers, emails, and case studies) to promote VEMOCO's solutions to their members. • Case Studies: Create case studies that show how VEMOCO has helped organizations similar to those in Sourcewell's network achieve cost savings, improve fleet utilization, and reduce emissions. • Targeted Webinars and Workshops: Host industry-specific webinars to educate Sourcewell members on the advantages of AI-driven telematics and fleet management. These sessions can demonstrate VEMOCO's results in practice at reference customers. <p>b. Digital Marketing & Lead Generation</p> <ul style="list-style-type: none"> • VEMOCO will use the webpage and lead generation campaigns to promote Sourcewell including the benefits of procurement through the Sourcewell contract. • Sourcewell Member Outreach: VEMOCO will Use targeted email campaigns and online ads coordinated with Sourcewell, focusing on specific organizations with specific use cases. • Content Marketing: VEMOCO will create white papers, blogs, and video content that explain the benefits of AI-powered telematics for public-sector organizations and how VEMOCO's tailored solutions can solve their unique problems. <p>c. Tradeshows and Industry Events</p> <ul style="list-style-type: none"> • Participate in Sourcewell recommended tradeshows and public sector conferences and also promote Sourcewell. Set up demo stations to showcase how VEMOCO's solutions work in real-time, with a focus on industry-specific features. • Offer special promotions or discounts exclusively for event attendees. <p>Pilot Program communication</p> <p>To encourage Sourcewell members to try VEMOCO's telematics solutions, offering a risk-free trial or pilot program is an effective way to demonstrate value before full-scale adoption.</p> <ul style="list-style-type: none"> • VEMOCO will provide Sourcewell members with free trials, exclusive discounts for first-time adopters. VEMOCO will offer a guaranteed Return On Investment or money-back guarantee if certain performance metrics are not met within an agreed timeframe.
----	---	--

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>VEMOCO strategically uses metadata to enhance its visibility in digital marketing efforts. This involves optimizing website content, blogs, and marketing materials with relevant metadata to improve search engine ranking and online discoverability.</p> <ul style="list-style-type: none"> • SEO Optimization: Metadata tags, keywords, and descriptions are carefully curated to ensure that VEMOCO's solutions are easily found by potential customers searching for telematics solutions. • Content Categorization: Metadata is used to categorize content for different industries or customer segments, making it easier for users to find relevant information on VEMOCO's website. <p>Social Media Engagement and Digital Communities VEMOCO actively engages with industry professionals, customers, and stakeholders through social media platforms like LinkedIn, to promote brand awareness, share educational content, and generate leads.</p> <ul style="list-style-type: none"> • Social Listening: Vemoco uses social media monitoring tools to track mentions, industry trends, and customer feedback, allowing the company to respond to concerns and capitalize on opportunities in real-time. • Targeted Ads: By using advanced targeting features on platforms like LinkedIn, VEMOCO runs digital ads that are tailored to reach decision-makers in industries such as fleet management, construction, and utilities. • VEMOCO also uses LinkedIn Sales Navigator to identify and connect to relevant potential leads. <p>Data-Driven Email Marketing VEMOCO utilizes data gathered from website visitors, social media interactions, and customer engagements to fuel data-driven email marketing campaigns. These campaigns are designed to nurture leads through personalized messaging, relevant content, and product offers.</p> <ul style="list-style-type: none"> • Segmented Email Lists: VEMOCO segments email lists based on customer behavior, industry, and previous interactions, ensuring that recipients receive highly relevant and timely information. • Automated Email Workflows: The company uses automation to send drip campaigns that nurture prospects, send follow-up emails after demos or consultations, and deliver targeted offers based on customer actions. <p>Real-Time Data for Marketing Performance Optimization VEMOCO's marketing team uses real-time analytics tools, such as Google Analytics and HubSpot CRM systems, to track the performance of its campaigns and optimize them for better results.</p> <ul style="list-style-type: none"> • A/B Testing: VEMOCO runs A/B tests on landing pages, email subject lines, and ad copy to identify what works best and iterates based on data-driven insights. • Performance Dashboards: Using real-time dashboards, VEMOCO tracks key performance indicators (KPIs) like lead conversion rates, website traffic, and social media engagement to ensure marketing efforts are continuously improving. <p>CRM Integration for Lead Management VEMOCO integrates customer relationship management (CRM) systems into its marketing strategy to ensure seamless lead management and conversion tracking.</p> <ul style="list-style-type: none"> • Lead Scoring: The CRM system uses data from email interactions, website visits, and social media engagements to assign lead scores, helping the sales team prioritize high-value prospects. • Automated Follow-Ups: Based on CRM data, VEMOCO automates follow-up processes, ensuring that leads receive timely responses and are nurtured through the sales funnel. <p>Content Marketing Through Data-Driven Insights VEMOCO uses digital data insights to create highly relevant content that addresses the pain points of its target audience.</p> <ul style="list-style-type: none"> • Educational Content: VEMOCO produces data-driven white papers, case studies, and that showcase how AI-powered telematics can solve specific operational challenges, helping to establish VEMOCO as an industry thought leader. • Video Marketing: Leveraging engagement data, VEMOCO tailors video content to highlight its telematics features, customer success stories, and product demonstrations, providing clear value to different sectors like construction and utilities. <p>By integrating advanced technologies, metadata optimization, and AI-driven data insights into its marketing strategy, VEMOCO can deliver highly targeted, personalized campaigns that resonate with its target audience. This digital-first approach not only improves marketing effectiveness but also strengthens brand positioning in the competitive telematics market.</p>
----	---	--

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a critical role in promoting this contract by acting as a cooperative purchasing facilitator for government agencies, educational institutions, and non-profits. Through its established network, Sourcewell would have many important roles including, but not limited to the following: 1. Broad Visibility to Members: Sourcewell actively may promote this contract to its vast network of public sector entities and organizations. This gives suppliers like VEMOCO exposure to thousands of potential customers who trust Sourcewell to vet and simplify the purchasing process. 2. Marketing and Co-Branding: Sourcewell uses its platform and marketing channels (newsletters, website, events) to highlight awarded contracts, driving awareness and interest from its member base. They often co-brand marketing efforts with awarded suppliers to further promote the benefits of the contract. 3. Ongoing Support: Sourcewell provides customer service to its members, guiding them through how to utilize awarded agreements, thus promoting continuous usage and uptake of the services offered	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	VEMOCO operates a webshop available for all of its customers based anywhere around the world, including the US and Canada. VEMOCO is also ready to integrate with its customers' e-procurement systems.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	VEMOCO has 3 set of free training programs for its customers: - Training for pilot/PoC leads: o Dedicated training for leads to train not only the use of the VEMOCO solution, but also to support customers consultatively in car policy creating, best practice sharing, fleet Total Cost of Ownership assessment - Onboarding trainings: o Online trainings, o Training videos, - Training for existing customers: o Digital training materials sent to customers regularly, o Online trainings for new fleet, or any VEMOCO application management related employees All VEMOCO trainings are for fee for Sourcewell participating entities.	*
42	Describe any technological advances that your proposed Solutions offer.	Most of the telematics companies offer large volume of data and related analytics on top of it. VEMOCO goes several steps further answering questions including, but not limited to a) What is the value of data and analytics if it is not actionized based on the customer' KPIs as soon as it makes sense? b) How much a company loose if the decision is delayed? VEMOCO provides automation in multiple fields: - Report automation Fleet managers, sales, HR, finance professionals and executives can generate their desired reports automatically for the requested periods in a preset frequency. This can be done without even logging into VEMOCO web or mobile application and learning how to run analytics. - Process automation based on KPI based triggers VEMOCO also provides number of customizable setting and alerts which can be used for process automation related not just to the fleet management, but also to other organizations as well.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>There are two different groups of “green” initiatives:</p> <ul style="list-style-type: none"> - VEMOCO customers, - VEMOCO operations. <p>VEMOCO customers: VEMOCO takes a wide range of actions to support the customers in reducing their environmental footprint. These actions include the followings:</p> <ul style="list-style-type: none"> - regular advice/consultancy for customers to analyze data and recommend actions based on the VEMOCO driver behavior index (Including but not limited to: based on harsh driving behavior, speeding vehicle engine speed, idling). Based on this index VEMOCO experts give recommendations, what actions could improve driver safety and at the same time reduce fuel cost as well. - VEMOCO also recommends gamification for addressing “green” initiatives and to generate employee buy-in for lowering CO2 emission. <p>VEMOCO operations: - In our offices we strive to be carbon neutral. We use wherever possible solar panels to minimize the power consumption of the company, and we also participate in CO2 neutralization initiatives of petrol stations. Additionally, all plastic and paper waste materials are recycled in our offices and there is a “store digitally” policy in our premises, so no digitally incoming communication is printed and all documents are digitalized.</p> <p>Teltonika (VEMOCO'S manufacturing partner): Teltonika produces all devices used by VEMOCO in accordance with the ISO14001 requirements and is already recycles 91% of waste.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>VEMOCO provides cloud based solutions. We consider the environmental impact when selecting leading hosting service providers and physical equipment partners.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Some of the most important features are listed below, but it is not a full set of unique attributes:</p> <p>Precise Mileage Management Access to detailed mileage data (including distance covered, idle times, and stopping) ensures companies have a clear view of fleet usage, leading to optimized route planning and reduced operational costs. Thanks to Teltonika large development resources there are over 1,000 of can types supports a number of OEM data reading, including the following ones:</p> <p>OEM Data support Teltonika is amongst the companies with the longest list of supported non-EV and EV vehicles. Teltonika currently supports over 1100 non EV and over 130 EV vehicle types. (full list is attached to the RFQ response.)</p> <p>Accurate Compliance and Reporting IRS/CRA-compliant reporting, including 100% accurate odometer readings, ensures precise logbook management and seamless separation of private and business usage. This simplifies tax compliance and fleet management for businesses, saving time and ensuring regulatory adherence.</p> <p>Real-Time Vehicle Monitoring Real-time vehicle tracking and geo-fencing provide enhanced security and operational control, ensuring that vehicles stay within designated areas. This minimizes unauthorized usage and ensures efficient route adherence.</p> <p>Proactive Maintenance & Diagnostics Immediate feedback on vehicle faults, lowering voltage trend and automated maintenance reminders help prevent costly breakdowns and extend the life of vehicles. This proactive approach leads to lower maintenance costs and increased vehicle uptime.</p> <p>Fuel Cost Control & Efficiency Smart fuel management and monthly fuel report uploads help detect fuel card misuse, reducing the risk of fraud and optimizing fuel consumption. This value translates into direct cost savings on fuel expenses.</p> <p>Enhanced Driver Performance The VEMOCO Index helps improve driving behavior by providing real-time feedback on speeding, rapid acceleration, and sharp turns. This results in safer driving, reduced fuel consumption, and lower vehicle wear and tear.</p> <p>Automatic Emergency Response (eCall) VEMOCO's automatic accident alert (eCall) feature enhances driver safety by immediately</p>

		<p>initiating emergency calls in case of serious accidents, offering peace of mind for companies and their employees.</p> <p>AI-Driven Driver Detection Sophisticated driver identification through the VEMOCO mobile app ensures accurate tracking of who is driving the vehicle, which improves accountability and enables better reporting for fleet managers.</p> <p>Efficient Pool Car Management VEMOCO's integrated pool car booking and handover process eliminates booking conflicts and ensures better vehicle utilization, improving the efficiency of shared fleet management.</p> <p>Seamless System Integration With flexible APIs, VEMOCO enables rapid integration with existing business systems, providing seamless data flow and enhancing operational efficiency within days.</p> <p>Theft Protection & Alerts Real-time alerts notify drivers immediately if unauthorized vehicle movement is detected, providing enhanced vehicle security, and reducing the risk of theft.</p> <p>Increased Visit Effectiveness Measuring visit effectiveness against corporate KPIs ensures that field service teams are optimizing their time and resources. This improves overall productivity and ensures higher Return On Investment on field operations.</p> <p>Direct Communication with Drivers The push messaging feature enables direct, customizable communication with drivers, enhancing engagement, delivering critical updates, and improving overall fleet coordination.</p> <p>EV vehicle Support Additionally to the OEM data of EV vehicles, VEMOCO will utilize the proposed Teltonika telematics devices and provide the following data set. VEMOCO can also provide a solution to measure charge level and can warn drivers and fleet operations at a preset level of discharge, for immediate charging. Home charging is a challenge due to the complexity of charging tariffs, measurement of charged energy from the network. VEMOCO developed a tool to help customers and drivers to enable reimbursement of home charging costs to employers without a need for a separate charging meter for car charging.</p>	
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	VEMOCO offers solutions which comply with regulations including GDPR in Europe, CCPA/CPRA in California, PIPEDA in Canada. VEMOCO is regularly audited by large corporations regarding its compliance with data protection regulations. VEMOCO does not monetize any data by selling it to third parties (like insurers or marketers), as it is against the VEMOCO's internal policy. VEMOCO can provide information separately to Sourcewell or participating entities.	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	V2G is currently available from a very small number of vehicles and EV charge management solution providers. VEMOCO is currently assessing the business value of integrating the VEMOCO services to an EV charging and energy management solution, but due to the current market trends the broader roll out is expected to be beyond the next 12 months.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	<p>As mentioned before VEMOCO uses Teltonika's devices for telematics services. Teltonika offers a range of capabilities focused on safety and accident management through its advanced telematics devices, which are designed to enhance driver safety, reduce accidents, and manage incidents more effectively. Below are some of the key safety and accident management capabilities offered by VEMOCO using Teltonika devices:</p> <p>1. Driver Behavior Monitoring and real time driver notification VEMOCO solutions come with driver behavior monitoring features that track and assess driving patterns. The system can monitor:</p> <ul style="list-style-type: none"> • Harsh braking • Sudden acceleration / deceleration • Sharp cornering • Speeding based on realtime speeding information from Here (the online map service provider) • High engine speed <p>This information is used to create the VEMOCO driver score, which can help fleet managers identify risky driving behaviors. By using this data, companies can:</p> <ul style="list-style-type: none"> • Turn on real time driver notification in the VEMOCO app • Provide targeted driver training to reduce risky behaviors. • Incentivize safe driving through reward systems based on driver performance scores. <p>2. Crash Detection and Event Recording Offered devices feature crash detection sensors that automatically register impact events in real-time. These devices use accelerometers and gyroscopes to monitor sudden changes in vehicle dynamics, such as rapid deceleration or sharp turns, which can indicate a collision.</p> <ul style="list-style-type: none"> • Automatic Crash Alerts: When a collision is detected, the system can automatically send 	

		<p>alerts to fleet managers or emergency services, ensuring quick response times.</p> <ul style="list-style-type: none"> • Event Logging: Detailed logs of pre- and post-impact vehicle data (such as speed, braking, and acceleration) are recorded and can be reviewed to assess the cause of the accident. This data helps with insurance claims and incident investigations. <p>3. Geofencing and Real-Time Alerts</p> <p>VEMOCO solutions support geofencing technology, which allows fleet managers to create virtual boundaries around specific locations (such as job sites or regions). When a vehicle enters or exits these boundaries, the system sends real-time alerts.</p> <ul style="list-style-type: none"> • Safety Application: Geofencing can be used to monitor vehicles in dangerous areas, such as high-crime zones or locations with harsh driving conditions. This helps fleet managers intervene if a vehicle enters an unsafe zone or deviates from a safe route. • Real-Time Notifications: Alerts can also notify managers if drivers engage in risky behaviors, such as exceeding speed limits in high-risk areas. <p>4. Driver Fatigue Monitoring (with Additional Sensors)</p> <p>Although not a built-in feature of all Teltonika devices, some Teltonika devices can integrate with external fatigue monitoring sensors. These sensors track driver fatigue levels by monitoring behaviors like blinking, yawning, and head movements. If signs of driver fatigue are detected, the system alerts both the driver and the fleet manager, prompting the driver to take a break.</p> <ul style="list-style-type: none"> • Benefit: Prevents accidents caused by drowsy driving, a leading factor in road accidents, particularly in long-haul transportation. <p>5. Fleet Safety Reports and Analytics</p> <p>VEMOCO's telematics platform generates detailed fleet safety reports, which offer insights into driver behavior, accident frequency, and overall fleet safety performance. These reports can help businesses:</p> <ul style="list-style-type: none"> • Identify high-risk drivers based on behavior patterns (e.g., speeding, harsh braking). • Use data-driven insights to implement safety improvement strategies. • Track improvements over time through data analytics to ensure long-term driver safety and accident reduction. <p>6. Remote Alarm of Theft or Unauthorized Use</p> <p>In case of unauthorized vehicle use or theft, VEMOCO can alert drivers.</p> <p>7. Integration with Video Telematics (DVR and Cameras)</p> <p>Teltonika solutions can integrate with dashcams and digital video recorders (DVR) to provide visual evidence in the event of accidents. This video footage can be crucial in:</p> <ul style="list-style-type: none"> • Accident reconstruction: Providing clear evidence of the events leading to the crash. • Insurance claims: Supporting claims with visual proof, which can speed up the claim process and reduce disputes. • Driver feedback: Helping fleet managers provide feedback based on actual driving footage, thus improving safety. <p>8. Remote Diagnostics and Maintenance Alerts</p> <p>Teltonika devices can monitor vehicle health in real-time and send diagnostic data to fleet managers. This includes monitoring the engine, battery status, fuel levels, and other critical systems.</p> <ul style="list-style-type: none"> • Safety Application: By alerting fleet managers to potential mechanical issues, such as brake system failures or tire pressure problems, these diagnostics help prevent accidents caused by vehicle malfunctions. <p>9. Customizable Safety Alerts and Notifications</p> <p>VEMOCO allows fleet managers to set up custom safety alerts based on specific criteria, such as:</p> <ul style="list-style-type: none"> • Speed limits • Proximity to hazardous zones • Driver behavior thresholds (e.g. VEMOCO index, harsh braking) <p>These customizable alerts can be sent in silent or voice enabled push messages to the drivers directly enabling drivers to quickly change driver behavior to any safety concerns. In summary VEMOCO's telematics solutions offer a comprehensive suite of safety and accident management features, including real-time crash detection, driver behavior monitoring, emergency alerts, and integrations with video and fatigue monitoring technologies. These capabilities help businesses reduce accidents, enhance driver safety, and manage post-accident procedures more effectively. By leveraging these features, fleet operators can ensure safer driving practices, reduce operational risks, and protect both drivers and vehicles.</p>
--	--	--

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	VEMOCO's payment term is 30 days and accepted payment methods are: ACH, wire transfer, credit/debit card. Regular subscription fees are due on agreed day of the month.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>There is no need for leasing as VEMOCO monthly subscription/service fees include equipment charges. VEMOCO provides a lease option to any of its customers who purchase VEMOCO services with no cancellation fee, no installation fee, in the following structure:</p> <ul style="list-style-type: none"> - monthly device lease fee, - monthly VEMOCO telematics service fee. <p>This flexibility enables organizations with lower CAPEX or seasonally changing service needs to pay for services and lease devices they really need. Fees are charged from the date of installation or in 30 days (earlier applies).</p>	*

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	VEMOCO accepts purchase orders in the format the purchaser prefers as most purchasers have standardized order forms. Related to terms and conditions VEMOCO typically is willing to take the terms and conditions based on standardized contract terms and conditions of the customers, if any deviation is expected from VEMOCO side it is negotiated directly with the participating entity during the purchase process. The only transaction document, where VEMOCO have limited flexibility is the format of the invoice, which is automatically issues from our billing system (compliant with the purchaser's state tax regulation), but can include all custom information a purchaser requires. The standard VEMOCO SLA document is provided separately in the offer, but VEMOCO may consider stronger SLAs at larger fleets or highly time sensitive use cases.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	VEMOCO accepts all credit cards for payment at a 3% markup.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please find the pricing model and information in the "Pricing for Sourcewell" document provided in this RFQ response.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please find the discounts from the list price for each item in the "Pricing for Sourcewell" document provided in this RFQ response.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Please find the volume discounts in the "discounts" section of the "Pricing for Sourcewell" document provided in this RFQ response.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	VEMOCO has partners providing API based extensions or integration capabilities to VEMOCO PRO service. VEMOCO can support participating entities either directly contact those VEMOCO partners, or VEMOCO can sell through these non-contracted items at cost +5% administration fee.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All prices are inclusive except shipping charges.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	VEMOCO uses Fedex and UPS for shipping. This is the process to calculate the shipping cost: - VEMOCO Order Management collects from the customer the information about the number of devices, number of assets to be shipped to a location, - VEMOCO checks the lowest or fastest delivery based on customer preference and sends the shipping options to the customer as a separated line item on the quote. - Customer selects the preferred delivery option and VEMOCO send the goods with COB Origin, and electronically sends the invoice, including the shipping cost.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping is available to Alaska, Hawaii, Canada or any offshore location. The cost will be determined at ordering as described in answer 67.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	No unique distribution and/or delivery methods are offered.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As VEMOCO centrally process all purchase orders, all orders will be automatically checked against the Sourcewell contract, conditional the purchaser notes the contract number or at least refers to the PO that it is placed in accordance with the Sourcewell contract. In addition, VEMOCO's financial department will regularly quarterly audits operations department compliance with the processes and procedures included in the Sourcewell agreement. Any discrepancies are addressed within ten business days.	*

71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Key metrics which will tracked on a monthly basis as part of VEMOCO internal management reporting:</p> <p>subscription metrics:</p> <ul style="list-style-type: none"> - number of subscriptions sold, - number of leased devices, - number of sold devices, - number of active subscribers, <p>financial metrics:</p> <ul style="list-style-type: none"> - total monthly revenue from participating agreements, - aggregated revenue since contract start date, - revenue distribution / customer, - profitability of the contract / month, - profitability of the contract / aggregated. 	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	VEMOCO proposes three percent (3%) administrative fee payable to Sourcewell. The administrative fee will be calculated as a percentage of the total sales revenue collected from Participating Entities for all contracted equipment, products, or services during a calendar quarter.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	No additional comment.

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>VEMOCO offers a comprehensive telematics solution specifically designed to enhance the operational efficiency, safety, and management capabilities of vehicle fleets, tools/assets. The platform uses advanced data analytics, GPS technology, and high availability cloud-based services to provide real-time insights into fleet operations, offering organizations enhanced control over their assets. VEMOCO telematics cloud platform was first introduced in 2014, since than the supported uses cases and industries have grown constantly, supporting cities, government and educational organizations as well. VEMOCO partnered with Teltonika to use its devices and sensors to provide seamless interaction between devices wherever needed. Below is a detailed description of VEMOCO's telematics solutions:</p> <ol style="list-style-type: none"> 1. Fleet Management and Tracking VEMOCO's core offering focuses on fleet management, allowing organizations to track and optimize the performance of their vehicles in real time. Key features include: <ul style="list-style-type: none"> • Real-Time GPS Tracking (Vehicle, trailers, EV cars, Refrigerators, other assets) • Vehicle Health Monitoring • Extended Fleet Administration • AI-Based Driver Identification 2. Driver Behavior and Safety Monitoring Ensuring driver safety is a priority for VEMOCO, and its telematics solutions include: <ul style="list-style-type: none"> • Driver Behavior Monitoring and Analysis • Safety Alerts • Event Reporting • Accident Detection, Reporting and Reconstruction 3. Operational Efficiency Solutions VEMOCO's telematics solutions are designed to help organizations to optimize their operations and reduce unnecessary costs: <ul style="list-style-type: none"> • Vehicle and Asset Utilization Monitoring and Analytics • Geofencing and Alerts • Fuel Consumption Monitoring • Maintenance Scheduling • Preventive Maintenance Alerts • Direct Messaging with Drivers

		<p>4. Customizable Solutions for Specific Industries VEMOCO tailors its telematics platform for various industries, including city management, public safety management, construction, logistics offering unique features that cater to the needs of each sector. VEMOCO provides services to city fleet management, city petrol service, prison service and many more. VEMOCO can customize workflows for drivers, fleet operations in few days due to the flexible PRO mobile application</p> <p>5. Data and Analytics VEMOCO provides an advanced analytics dashboard for easy data visualization, enabling fleet managers to:</p> <ul style="list-style-type: none">• Monitor Key Performance Indicators (KPIs): Such as fuel consumption, driver performance, vehicle maintenance, and operational efficiency.• Built in Reports (Most frequently used reports based on more than 10 years of experience)• Compliance and Regulatory Support (HOS, ELD)• Customizable Reports <p>6. Scalability and Integration VEMOCO's platform is highly scalable, suitable for fleets of all sizes:</p> <ul style="list-style-type: none">• Flexible Integration: The system integrates with third-party platforms such as enterprise resource planning (ERP) systems and maintenance management software, allowing businesses to streamline operations and data flow.• Scalable Solutions: Whether managing a small fleet of vehicles or hundreds of assets, VEMOCO's platform is designed to scale easily, ensuring seamless growth for organizations. <p>7. Support and Customer Service VEMOCO offers dedicated English speaking customer support to ensure clients get the most from their telematics solutions:</p> <ul style="list-style-type: none">• 24/7 Support: Round-the-clock technical support to assist with troubleshooting and optimization.• Training and Onboarding: Comprehensive onboarding programs to help fleet managers and operators understand and utilize the full capabilities of the VEMOCO system. <p>8. Asset Tracking for Non-Vehicle Equipment Many government and non-profit organizations also manage non-vehicle assets like construction equipment, generators, or storage units. VEMOCO PRO telematics services offer:</p> <ul style="list-style-type: none">• Equipment Location Tracking• Usage Monitoring• Preventive Maintenance for Equipment: <p>9. Budget-Conscious and Scalable Solution Given the budget constraints of many non-profit and public-sector organizations, VEMOCO PRO services offer:</p> <ul style="list-style-type: none">• Flexible, Scalable Pricing Models• No Long-Term Contracts: Month-to-month service option• Discounts for Sourcewell <p>10. Data Security and Privacy Data security crucial for Organizations handling sensitive data (e.g., student information or public records). VEMOCO telematics services offer:</p> <ul style="list-style-type: none">• Data Encryption: encryption to prevent unauthorized access.• GDPR/CCPA Compliance• Role-Based Access	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Telematics, Fleet Tracking, GPS Tracking, Fleet Management, Pool Car Management, Vehicle Maintenance Support, Field Information Automation, Fleet Analytics, EV Data, OEM Data.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
76	Fleet management information systems	<div><input checked="" type="radio"/> Yes</div> <div><input type="radio"/> No</div>	VEMOCO fleet management system is a cloud based, web and mobile application enabled solution, which process rich data from the vehicle and from the offered Teltonika device

			<p>to the VEMOCO cloud servers via a secured channel. VEMOCO software is designed to support the entire lifecycle of a vehicle from purchase/lease until it is sold. Uniquely VEMOCO allows its customer to administer for no extra cost not only the vehicles which has VEMOCO subscription, but also any other vehicles of the company. Using one of the world leader's telematics devices from Teltonika enables the VEMOCO system to measure odometer mileage, vehicle speed, engine RPM, coolant temperature, distance until service and in average 30 additional vehicle data, such as fuel level, remaining distance, oil, EV battery charge level and many more. Currently VEMOCO support 74 attributes for each vehicle and 21 attributes for each driver which make it easy to administer the fleet in the same system where the telematics data and related services and analytics are provided. The fleet administration part of VEMOCO uses some unique automated prepopulating processes to minimize the data entry needs for a fleet. Also VEMOCO enables customer to mass import/export vehicle, driver POI, geofence data and can integrate into SAP, Microsoft Active Directory or to any existing systems where vehicle driver or workflow related data is primarily stored.</p> <p>VEMOCO activate the analytical results and transform into alerts process triggers, reducing the time for action and avoiding errors resulting from human interaction. VEMOCO customers provenly reduces TCO of the fleet an average of by 9%, due to the consultative approve of VEMOCO which is part of the onboarding process, resulting a better us of the offered solution. Some of VEMOCO customers use the solution also to improve field resource efficiency, which often results in unexpected savings. VEMOCO empowers its customer to act based on corporate relevant KPIs without any delay, wherever possible automated, such as giving immediate actionable feedback to drivers, workers for fleet and for work related actions the company expects to consider. VEMOCO has a configurable information management for private/business usage used by number large organizations, where route type recommendation – controlling – audit process is also easy to execute.</p> <p>Many fleet managers, company stakeholders even drivers doesnot want to log into any application on mobile or on web. They can use VEMOCO's automated e-mail service receiving the information they need in the frequency they need.</p>	
77	Fleet technology related hardware solutions	Yes	VEMOCO offers a Teltonika FMM00A	

		<p>C No</p> <p>plug and play OBD4G device, which is part of the Teltonika OBD portfolio, sold worldwide to over 25 million vehicles. (Data sheet is included in the offer) VEMOCO has over 10 years experience utilizing OBD based telematics devices, therefore have sophisticated prevention for:</p> <ul style="list-style-type: none"> - unplug detection, - communication issue detection, - moving OBD device while fleet cars are changed with zero business disruption, - maximizing OBD device rollout to large organizations reaching over 150 install/site/day. <p>The durability and the reliability of the Teltonika devices far exceeds many of its competitors' similar products, this is one of the reasons VEMOCO decided years ago to use these devices. Based on VEMOCO experience the hardware failure rate of the device is below 0.3% resulting minimal RMA (return material authorization) processes, if needed at all.</p> <p>Additionally to the Teltonika FMM00A plug and play OBD 4G device VEMOCO offers extension for several use cases:</p> <ul style="list-style-type: none"> - Smart Thief Protection for expensive vehicles to outsmart the thief: Teltonika TAT140 (Data sheet is included in the offer) as a secondary, fully hidden wireless GPS, which activates immediately if the primary OBD device is unplugged. - Bluetooth Low Energy (BLE) Beacon (Data sheet is included in the offer) connected to the Teltonika FMM00A plug and play OBD 4G to measure temperature, detect any door or embedded vehicle box opening, humidity. - Bluetooth Low Energy (BLE) Beacon for tool or device detection; for jobs where expensive tools/devices must be carried in the vehicle. This can alert drivers for tool/device theft or simple to avoid these are not collected before driving away with the vehicle from a site. - Bluetooth Low Energy (BLE) Beacon for automated strong driver identification (if mobile app based identification is not possible due to working conditions or it is not strict enough). - Bluetooth enabled RFID reader provides the possibility to use most companies RFID card for driver identification and route type setting (business/private) in case no mobile phone usage is possible in special circumstances. <p>As a conclusion: Teltonika is known for its extensive range of telematics devices, including basic GPS trackers, advanced telematics solutions, asset trackers, and even custom IoT devices. Teltonika provides a wide variety of hardware options that can cater to different</p>	
--	--	--	--

			<p>industry requirements. Teltonika also offers flexibility in customizing hardware and firmware, making it easier to tailor the devices to specific business needs, such as integrating with different types of vehicles or machinery. Teltonika's broad hardware range allows any customer to cover a wider variety of use cases and industry-specific applications.</p> <p>Firmware Flexibility: With Teltonika, companies have more control over the firmware configuration, allowing users to set custom parameters, create their own rules, and program the devices according to their specific use cases.</p> <p>Safety: Teltonika provides one of the most sophisticated, proactive and detailed approach to crash detection and theft recovery, making it very attractive to customers focused on security and incident management.</p>	
78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>VEMOCO has number of additional software extensions to its core fleet information management system. Without listing all possible extensions, here are a few examples:</p> <ul style="list-style-type: none"> - Poolcar booking system (fully integrated with core solution, enabling lower the number of pool cars needed), - "Carsharing like" car handover solution, - Visit efficiency measurement and feedback solution, - Tool /device management solution. <p>As Teltonika provides extensive API support and SDKs for developers, making it easier for VEMOCO to integrate Teltonika hardware into customer's existing platforms or develop custom telematics applications. This flexibility appeals to businesses with unique or complex operational needs.</p>	*

79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>VEMOCO solution fleet management system is a cloud based, web and mobile application enabled solution, which process rich data from the vehicle and from the offered Teltonika device to the VEMOCO cloud servers via a secured channel.</p> <p>Telematics data from VEMOCO can be reached multiple ways on map (live tracking, location, replay). All events are also trackable on the map not just on reports. Some of VEMOCO customers (telecom, emergency service providers, security companies) use VEMOCO's API to display multiple vehicles on large screens/LCD boards. Frequency of data upload from the vehicle of the GPS location can be flexible managed based on customer needs. The default preset is 30 seconds. Telematics data from Teltonika devices are very precise even in congested urban/high-rise areas, where most GPS stop providing accurate telematics data. VEMOCO is heavily integrated to Here (https://www.here.com/) and uses algorithms to improve route replay quality. Telematics data is accessible in VEMOCO reports and also can activate real-time actions, like speeding, harsh driving behavior alert, high engine speed alert, geofence, POI and maintenance alerts.</p>	*
80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>1. Fleet monitoring is a key component of VEMOCO cloud service. Without going into details VEMOCO offers the following components in fleet monitoring:</p> <ul style="list-style-type: none"> - Real-Time Tracking: Track the exact location of each vehicle or asset in the fleet at any given time. - Vehicle and Driver Performance Monitoring: <ul style="list-style-type: none"> o Monitoring driver behavior (e.g., speeding, harsh braking, idling). o Tracking fuel consumption, engine diagnostics, and vehicle health. - Safety Management: VEMOCO index is a unique driver behavior management to improve safety, monitoring compliance with company driving standards, detecting unsafe driving practices, and providing driver coaching. VEMOCO can coach unsafe drivers instantly via the voice enabled driver behavior alert system. - Compliance: VEMOCO can provide solution fleet comply with regulations such as Electronic Logging Devices (ELD), Hours of Service (HOS), and environmental standards. - Maintenance Scheduling: VEMOCO has a module focusing on maintenance, providing proactive alerts to drivers, fleet managers to act if service interval is due or if any fault is reported by the vehicle via the 	

			<p>Canbus. VEMOCO uses data from vehicle sensors to trigger proactive maintenance schedules, helping avoid breakdowns and prolonging vehicle life.</p> <ul style="list-style-type: none"> - Fuel Management: VEMOCO can measure fuel level in the vehicle, can also import many companies monthly fuel car reports. With important and measured fuel level in combination with precise mileage data give full control for fleet managers to monitor fuel usage patterns to identify inefficiencies, control costs, and reduce fuel theft. - Reporting and Analytics: VEMOCO provides over 40+ frequently used reports for work effectiveness, safety, fleet related subjects. VEMOCO also provides free of charge consultancy services to customers how to be effective using online reports, prescheduled regular report, actionize data, set alert levels. <p>2. Asset tracking VEMOCO offers Teltonika Beacons and ID coins for asset tracking. Asset tracking is an integrated part of VEMOCO solution providing option to use asset tracking and even administration. Based on VEMOCO's experience, many telematics customer also require control of assets carried in the vehicles. VEMOCO asset tracking includes the entire lifecycle of an asset from asset purchase, assigned users/user history, asset location/location history, asset alert management, asset disposal.</p>	*
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>VEMOCO offers geofencing configurable per vehicle, group of vehicles, all cars in a fleet. Geofences can be named, moved, imported exported. If a customer has a GeoJSON format geofence information, it can also be imported to the VEMOCO platform. There is no limit of the number of geofences or POIs which a customer can upload. Geofence is also manageable on the map embedded in the solution, so new geofences can be created on satellite map. Configurable push messages and alerts are generated to drivers, fleet managers based on customer needs. Geofence analytics can provide the flowing information for each vehicle and each geofence:</p> <ul style="list-style-type: none"> - number of geofence in/out events, - time spent in geofence (event details/ event, cumulated time per period (day/week/month/freely defined period) - driver analytics view (where spent, how much time, when) - vehicle analytics view (where spent, how much time, when) <p>VEMOCO provides flexibility to its customers to define any other geofence analytics.</p>	*

82	Motor pool and fleet sharing solutions services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>VEMOCO has many customers with pool cars including pool fleets comprising of more than 1,000 vehicles. VEMOCO has a pool car booking and pool car handover solution similar to carsharing processes, except that the offered solution for pool cars includes a highly customizable process for companies who would like to have more information added to the handover process. VEMOCO pool car management is fully integrated to VEMOCO core functionality, focusing on improvement of pool car fleet usage, avoiding too many cars to be used for this purpose. Analytics of pool car usage is a key tool to assess the needs for future pool car needs and to operating pool car fleets effectively.</p>	*
83	Integrated video solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>VEMOCO provides Teltonika wired video solution extension to the offered telematics device portfolio. These solutions are integrated with the VEMOCO PRO solution from an IT perspective and provide customers a wide range of capabilities, including but not limited to:</p> <ul style="list-style-type: none"> - Teltonika DSM - Teltonika Dualcam <p>1.Teltonika DSM Driver Safety and Monitoring solution – FMC650 and DSM camera to avoid accidents with visual monitoring functionality. Notifying a driver immediately with a sound alert whenever any of the integrated warning conditions are detected, such as drowsiness, yawning, distraction, smoking, phone use, or not using seat belt. This camera is working with Telematics wired telematics devices FMC650</p> <p>2. Teltonika Dualcam In-cabin and road video dual-monitoring solution. Front and rear cameras are used to record videos of events that might happen on the road or inside a vehicle. This camera is working with Telematics wired telematics devices FMC650, FMC125, FMC225</p> <p>All cameras can be delivered with 128MB for offline video storage.</p>	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>VEMOCO solutions can assist customers with emissions, GHG, LCFS tracking, reporting and management depending on the vehicles make/model/age in the fleet. Customers are responsible for regulatory compliance. The level of support to be provided by VEMOCO can be specific as part of the service agreement.</p>	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing Sheet for Sourcewell v2.3.pdf - Monday October 28, 2024 22:28:00
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Selected Marketing documents.zip - Tuesday October 29, 2024 16:21:59
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - SLA Agreement draft v4.2.pdf - Monday October 28, 2024 20:41:49
 - [Requested Exceptions](#) - RFP_102924_Master_Agreement_Fleet Management Technologies_Vemoco_proposed_changes.pdf - Monday October 28, 2024 20:42:09
 - [Upload Additional Document](#) - Teltonika letter to Vemoco.pdf - Friday October 25, 2024 19:17:26

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	<input checked="" type="checkbox"/>	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	<input checked="" type="checkbox"/>	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	<input checked="" type="checkbox"/>	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	<input checked="" type="checkbox"/>	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	<input checked="" type="checkbox"/>	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	<input checked="" type="checkbox"/>	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102924_Fleet Management_Technology Tue September 24 2024 08:22 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	<input checked="" type="checkbox"/>	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	<input checked="" type="checkbox"/>	1