SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #020221-DCI FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

BID #: PSC-0416-21 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: October 1, 2021 through March 26, 2025 with a one (1) year renewal option

AGENCY: RISK MANAGEMENT

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: **NUMBER RECEIVED:** **OTHER**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell Contract #020221-DCI Fleet Management and Related Technology Solutions with Lytx, Inc. for the purchase of hardware equipment and monitoring subscriptions for certain high-risk City vehicles. Period of service is from October 1, 2021 through March 26, 2025 with a one (1) year renewal option. Total estimated annual expenditure amount not to exceed $369,820.00.

Funding Source: 56301.112004.546620.000000.00000000.00000.0000000 – To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Contract/Quote and Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Annette Burney
Gregory W. Pease, Chief
Procurement Division

CONCURRENCE BY: Tracy Flynn, Chief, Risk Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENICATION _____

City of Jacksonville, Florida

ONE CITY. ONE JACKSONVILLE.

Lenny Curry, Mayor

Division of Insurance and Risk Management
117 West Duval Street
Suite 335
Jacksonville, FL 32202
(904) 630-7521
www.coj.net

To: Gregory Pease, Chief of Procurement

From: Tracy Flynn, Chief of Risk Management

Through: Sharon Williams, Buyer

Re: Procurement of vehicle event recording equipment and services through Sourcewell Contract #020221-DCI.

Date: Jul 6, 2021

The Risk Management Division is requesting approval to procure services from Lytx, Inc. ("Lytx") to purchase hardware equipment and monitoring and subscription certain high-risk vehicles within the City of Jacksonville's ("COJ") vehicle fleet. The proposed contract amount with the City of Jacksonville is for $369,820.00 for FY22 with annual amendments to follow

Pursuant to 126.211(a) and 126.309(a) of the Ordinance Code, and Section XI, Piggybacking of the Procurement Manual, please note the following:

1. Lytx currently has a competitively procured Sourcewell Contract identified as 02221-DCI.
2. This contract period covered is from October 1, 2021 to Mar 26, 2025.
3. Risk Management has reviewed Lytx's proposed services and terms/conditions.

I respectfully request an award, pursuant to the authority stated above, to enter into a contract with Lytx Inc. for the period of October 1, 2021 through Mar 26, 2025 with one (1) one-year renewal option to be executed by formal contract amendment.

Please find the attached:

Exhibit A – Interest Letter and Program Price Quote
Exhibit B – Sourcewell Contract 02221-DCI

lytx.

June 30, 2021

Mr. Magnus J. Wallen
Safety Officer
Risk Management Division
City of Jacksonville
117 West Duval Street
Suite 335
Jacksonville, FL 32202

RE: CITY OF JACKSONVILLE
LETTER OF INTENT TO RENEW/EXTEND CONTRACT
LYTX, INC. (formerly DriveCam, Inc.) LETTER AND COMMITMENT TO PIGGYBACK SOURCEWELL TERMS (Sourcewell Contract Number 020221-DC1)
CITY OF JACKSONVILLE CONTRACT #10187

Dear Mr. Wallen:

We are in receipt of your request to migrate 435 subscriptions to Driver Safety Program w. Fleet Tracking for a one-year period commencing on October 1, 2021, which subscriptions shall be extended under the above-referenced contract, or similar contract (the "Contract"), which will be effective October 1, 2021. This letter confirms that Lytx agrees to such migration of 435 Driver Safety Program w. Fleet Tracking subscriptions under the Contract at the following pricing:

Driver Safety Program w. Fleet Tracking - $360.00 per subscription per year, invoiced annually. This will be a total of $156,600.00. Invoicing will be monthly at $13,050.00.

During FY22, City of Jacksonville intends to add 43 new subscriptions to Driver Safety Program w. Fleet Tracking which will follow the same payment structure as current subscriptions: $360.00 per subscription per year, invoiced annually. This will be a total of $15,480.00. Invoicing will be monthly at $1,290.00. Total contract amount will be $172,080.00 invoiced monthly at $14,340.00.

In addition, the City of Jacksonville shall have the right to exercise up to three additional one-year options for such services at the prices listed above.

This letter further confirms that the terms and conditions of the above-referenced contract as amended to date, have not changed.

Best regards,

DocuSigned by:
Shelley Bennett
8BE908AFFA084B3
Shelley E. Bennett
SVP, General Counsel

Cost Proposal For Planning Purposes Only
Please contact your Lytx Represntative for an offical quote for purchase

lytx.

Organization Name: City of Jacksonville
Prepared for: Magnus Wallen

Date: 6/18/2021
Prepared By: Kimberly Pence
Email: kimberly.pence@lytx.com
Phone: 858-380-3041

Pricing definitions – what's included:

1. **Driver Safety Program with Fleet Tracking (Monthly Invoiced Cost)s** - This line item pricing includes the subscription to DriveCam Managed Services; includes all cellular fees, downloading/uploading data transfer, reviewing / analyzing, scoring, reporting, program management, fleet tracking, Lytx Video Services, MVAI triggers, assigned Client Success Manager (CSM), program reviews, and 24/7 technical support.

Line	Description			Qty	Cost
1	Driver Safety Program with Fleet Tracking	$	30.00	435	$ 13,050.00

Cost Summary

SECTION 2

October 2021 - September 2022	**Qty**	**Cost**
Monthly Managed Services	435	$ 156,600.00
Total		**$156,600.00**

Pricing shown in US Dollars

DocuSign Envelope ID: 1AC09957-6531-4ACB-8C38-2E74F3616177

Sourcewell

Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Lytx, Inc., 9785 Towne Centre Drive, San Diego, CA 92121 (Vendor).

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

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current DriveCam End User Terms and Conditions or Surfsight End User License Agreement, as applicable for the respective products or services. To the extent that the DriveCam End User Terms and Conditions or Surfsight End User License Agreement conflicts with the Contract, the DriveCam End User Terms and Conditions or Surfsight End User License Agreement will control as between Vendor and any Participating Entity, including, without limitation, with respect to the limitations of liability and data rights. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

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

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations

$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including

their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject

matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted. Vendor does not comply with the Buy American Act and does not possess an exception certificate.

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

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

22. CANCELLATION

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 3/24/2021 | 1:56 PM CDT

Lytx, Inc.

DocuSigned by:
Shelley Bennett
8BE908AFFA084B3

By: _____
Shelley Bennett
Title: SVP General Counsel

Date: 4/12/2021 | 8:40 AM PDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC

By: _____
Chad Coauette
Title: Executive Director/CEO

Date: 4/12/2021 | 10:42 AM CDT

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Lytx, Inc.
Does your company conduct business under any other name? If yes, please state:	California
Address:	9785 Towne Centre Drive San Diego, CA 92121
Contact:	Robert Donahue
Email:	rdonahue@lytx.com
Phone:	617-680-0125
Fax:	858-430-4000
HST#:	

Submission Details

Created On:	Tuesday December 29, 2020 09:03:01
Submitted On:	Tuesday February 02, 2021 15:29:35
Submitted By:	Jeff Gunn
Email:	jeff.gunn@lytx.com
Transaction #:	d2ac1584-4c5b-4ac3-a1e6-d4c9dbb28a9e
Submitter's IP Address:	68.8.172.220

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Lytx, Inc.
2	Proposer Address:	9785 Towne Centre Drive San Diego, CA 92121
3	Proposer website address:	www.lytx.com www.surfsight.net
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shelley Bennett SVP, General Counsel 9785 Towne Centre Drive, San Diego, CA 92121 sbennett@lytx.com | 858-380-315
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Donahue, Director, Channel and Government 9785 Towne Centre Drive, San Diego, CA 92121 rdonahue@lytx.com | 617-680-0125
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Launched in 1998 because of a road rage incident, Lytx was established on our founders' idea to provide greater visibility into traffic incidents. With the goal of making our roads safer to travel, Lytx is relentless in its core business, helping clients use innovative technology to manage driver risk. This passion and commitment have secured Lytx the top spot as the global industry leader – employing hundreds of engineers, scientists, and client services team members and protecting more than 4,000 commercial and government fleet clients. Lytx solutions are installed in nearly 700,000 vehicles and protect more than 1 million drivers globally who drive billions of miles annually. Lytx's Mission: Our mission is to help clients transform the safety of their fleet and the culture of their operations to keep their fleets and drivers safe, optimize performance, and positively transform operations. Lytx Culture: Lytx proudly serves our clients, working to help ensure that our programs are continually delivering results, and reaching our clients' goals. At Lytx, our success is based on our clients' success. At the foundation of Lytx's program and corporate results is the "Lytx DNA," which can be defined as "who we are":

• We are one team... One Team, One Rope, One Direction

• We are Intellectually Honest

• We measure our success by the client experience

• We strive to continuously improve

Lytx Employees:

To make a difference every day with technology that helps save lives each year, Lytx hires and retains people who embody a specific set of qualifications that reinforce Lytx's culture and mission:

• Hungry - Self-motivated and pursues everything with energy, drive, and a need to finish. Willing to take charge and try new things. Resourceful and has the ability to seek answers with little direction and is relentless.

• Humble - High integrity and low ego. Puts the good of Lytx and the team above personal praise and Self-aware of strengths and opportunities. Admits mistakes and seeks feedback without getting defensive.

• Capable - Steadfastly pushes self and collaborates with others to get results. Has the functional and technical knowledge and skills to get the job done at a high level of performance. Knowledgeable in current and possible future practices, trends, and technology affection his/her function.

Lytx wants to ensure that no commercial/professional driver is the cause of a collision on our roadways. As the leading provider of video telematics, analytics, safety and productivity solutions for commercial, public sector and field services fleets, Lytx helps make our roads safer. We harness the power of video to help clients see what happened in the past, manage their operations more efficiently in the present, and improve driver behavior to change the future. Our customizable services and programs span driver safety, risk detection, fleet tracking, compliance and fuel management. Using the world's largest driving database of its kind, along with proprietary machine vision and artificial intelligence (MV+AI) technology, we help protect and connect thousands of fleets and more than millions of drivers worldwide through our DriveCam event recorder solutions and Surfsight product offerings.
Our solutions have evolved over the last 20 years from straightforward video capture of g-force induced events to the introduction of professional reviewing and proprietary risk scoring. We introduced MV+AI technology in 2015 with Advanced Driver Safety features around following distance and lane departure warnings. We have furthered our technology to the most recent releases around cell phone use, driver distraction and seat belt use. We have adapted our solutions to the needs of clients by stepping our product offering to meet a myriad of needs from basic video capture, fleet tracking that includes OBD II data capture and maintenance tracking, to in-cab alerting around risky driving and our unparalleled human review and risk workflow. In the spring of 2020, we launched our Surfsight platform which enables strategic telematics providers to enhance their offering with video. Surfsight allows these strategic providers to help clients easily add video as an innovative solution to solve new challenges while leveraging the scale and experience only offered by Lytx. With over 60% market share of the Video Telematics space and accomplishments in 2020 that include capturing over 100,000 risky driving events per day, 300 million miles of new data every week and protecting over 1.3 million drivers, the Lytx video solution is by far the most advanced and mature offering on the market.

8	What are your company's expectations in the event of an award?	With this award, Lytx will continue to build upon our success in the State and Local Government arena. We have worked with the following state and local government clients, and are looking to expand our market opportunity: • Mobile, AL • Beverly Hills, CA • Miami, FL • Ocala, FL • Orange County, FL • Orlando, FL • Polk County, FL • Atlanta, GA • Baltimore, MD • Kansas City, MO The addition of our Sales Channel via the Lytx Surfsight™ product will expand our sales team and allow us to have a larger footprint to build important relationships at the local level. Then, when those local governments are looking to procure Video Telematics, those channel resellers have the means to allow for efficient procurement via the Sourcewell contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Lytx is in good financial standing and does not hold any public debt. Lytx's DUNS Number is 026-499-454. Lytx is a private company and does not generally make its financial statements and details available to third parties. Lytx has nearly 700,000 committed subscriptions and serves over 4,000 fleets. Industry analysts Frost & Sullivan indicate Lytx market share at 60 percent – more than all other competitors combined. With a strong balance sheet, excellent private equity investors, and positive earnings before interest, tax, depreciation, and amortization ("EBITDA"), Lytx will be here for the long term to support our clients' operations as they continue to grow and evolve. Lytx would be happy to schedule a call with our Chief Financial Officer to discuss our financial growth in detail, upon request.
10	What is your US market share for the solutions that you are proposing?	Industry analysts Frost & Sullivan indicates Lytx market share at 60 percent – more than all our competitors combined.
11	What is your Canadian market share for the solutions that you are proposing?	Lytx is unable to share specific market share data for Canada; however, industry analysts Frost & Sullivan have estimated Lytx's market share to be 60% of the video telematics market.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Lytx has never petitioned for bankruptcy protection.
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service Provider Lytx is the manufacturer of our DriveCam event recorder hardware units and of the related web portal where our clients access videos and data collected via the event recorder. We also provide analytical insight into the data collected to identify risky driving and policy violations and a proven driver coaching workflow that can lead to a reduction in risk and collisions. Lytx provides training on the use of the Lytx account, as well as best practices and data-driven reviews of the program's effectiveness with our clients. Lytx employs a direct sales force in North America that has a specific focus on Government clients. This sales team is differentiated from our commercially focused sales team in that they have experience working with Government entities and understand the nuances of Government needs, purchase processes, and the political and union environments that often exist within this specific industry. Our Surfsight product is distributed exclusively through our sales channel. Lytx manufacturers and provides the Surfsight Video Event Recorder and either access to Lytx's related web portal or access to the data and video collected via a mature API set. Our channel network resells our service and web portal, or integrate the collected data and video into their application. This allows the Surfsight Event Recorder to be the video solution for many traditional Telematics providers, as well as other integrators that work with government fleets.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• 2020 FL100+ Top Software and Technology Providers - By Food Logistics magazine • Vehicle Telematics Company of the Year (2020) - By AutoTech Breakthrough Awards • Construction Equipment Top 100 New Products of 2020 Award - By Construction Equipment magazine • Marathon Petroleum Vendor Award (2020)- Marathon Petroleum (Lytx client) • Supply & Demand Chain Executive's SDCE 100 (2020)- Supply & Demand Chain Executive • 2020 EC&M Product of the Year - By Electrical Construction & Maintenance (EC&M) magazine (for the SF300 Event Recorder) • Best and Brightest in Wellness award (2019) - National Association for Business Resources (NABR) (for Lytx Workplace Wellness) • 2019 FL100+ Top Software and Technology Providers - By Food Logistics • 2019 Video Safety Solutions Company of the Year - By Frost & Sullivan • 2018 FL100+ Top Software and Technology Providers - By Food Logistics • Top Performers (2018) - By Featured Customers 2018 • 2017 Food Logistics FL100+ (2017) - By Food Logistics • Innovation Awards (2017) - By EMS World • Top 20 Products (2017) - By Heavy Duty Trucking	*
17	What percentage of your sales are to the governmental sector in the past three years	Government Sales has accounted for 4.6% of company-wide sales.	*
18	What percentage of your sales are to the education sector in the past three years	Less than 1% of sales are to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell 0.6% HGAC Buy: 0%	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS-35F-0623S 2.9% of sales.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Atlanta, GA	Kathy Lloyd	404-546-1858	*
Orange County Florida	John Petrelli	407-836-9636	*
Fairfax County, VA	Dennis Batts	703-324-5057	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta	Government	Georgia - GA	Provide DriveCam event recorder and Driver Safety Program to the city's fleet of over 2,000 vehicles.	2019 units	$2,137,636	*
US Department of State	Government	District of Columbia - DC	Provide DriveCam event recorder and Driver Safety Program to fleet of over 3,200 vehicles.	3221	$3,411,426	*
City of Kansas City, MO	Government	Missouri - MO	Provide DriveCam event recorder and Driver Safety Program to fleet of over 1500 vehicle.	1550	$1,641,636	*
United States Marine Corps	Government	District of Columbia - DC	Provide DriveCam event recorder and Driver Safety Program to fleet of over 4,300 vehicles.	4366	$3,797,372	*
Orange County, FL	Government	Florida - FL	Provide DriveCam event recorder and Driver Safety Program to fleet of over 1700 vehicles.	1730	$1,641,636	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	The Lytx direct sales force for the DriveCam product is over 40 salespeople, of which 3 are dedicated to the government market. Additionally, each sales team has a Commercial Leader, a dedicated Marketing contact, and a Client Development Manager (CDM). The CDM is responsible for the follow up of leads, marketing promotions, and setting initial meetings for the Account Executives. Additionally, with the Surfsight product, which is sold through our indirect sales channel, we now have a stable of resellers, including the Geotab reseller network, plus other integration and telematics providers that are leveraging our camera solution to add video to their offerings.	*
24	Dealer network or other distribution methods.	The Surfsight product is sold through a channel distribution network exclusively. This includes traditional telematics providers such as Geotab, Spireon, and Azuga. Upon award, Lytx will certify specific resellers that will be able to offer the Surfsight solution via the Sourcewell contract. Lytx will ensure that these channel resellers meet our guidelines of timely sales reporting so that Lytx can properly file our reports and administrative fees.	*

25	Service force.	Lytx DriveCam event recorder solutions offer 24/7/365 email and telephone support. We also have an advanced RMA system in place with a distribution center strategically located in the center of the US. The Lytx Installation Network performs installation and troubleshooting throughout the US, Canada, AK, HI, and PR. Lytx's Technical and Customer Support are available for the DriveCam program 24/7 via an unlimited toll-free support line, or online at support@lytx.com, for all issues related to Lytx's DriveCam event recorder (hardware), RMAs, web-based software applications (Lytx account), and data administration questions. To provide this support, Lytx is structured into three Tiers – Level 1, Level 2, and Level 3 – all of which are US-based. Level 1 support can resolve most technical and customer support issues and has a first-call resolution above 60%. Each time a customer contacts Support, a support case will be logged. Support cases are automatically escalated to Level 2 and Level 3 if the resolution is not achieved within two business days. Also, a customer may request to escalate the support case if it is not handled to their satisfaction. Client satisfaction is our primary goal, and Lytx measures that satisfaction through a "Closed Case Satisfaction" survey. Surveys are randomly sent to approximately 10% of our closed cases. Each unsatisfactory response receives a call-back from a Lytx Client Development Manager within one business day to understand the concern and resolve the problem to the best of their ability. Lytx tracks these satisfaction results to improve our service continuously and has consistently met our target to achieve 95% or better on case resolution satisfaction. Lytx also provides proactive health checks to electronically monitor the operating status of DriveCam event recorders. An event recorder, under normal conditions, will synchronize with Lytx systems once a day. However, factors such as location, hardware or vehicle maintenance, and weather conditions can prevent a DriveCam event recorder from checking in. Clients can access DriveCam event recorder check-in status reports, including how many DriveCam event recorders have become overdue, directly from their online dashboard. Lastly, Lytx DriveCam event recorders transmit logs during their check-in and are monitored for several out-of-compliance conditions (e.g., voltage, excessive remote clips – a sign of corrosion, etc.). The Surfsight product is sold exclusively through resellers, in which the resellers' service force would provide service to the client. The Surfsight product is sold exclusively through resellers, in which the resellers' service force would provide service to the client.26 Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. The Surfsight product is supported via the reseller network at support levels 1 & 2. Escalation is to Tier 3 support is done via the reseller directly with the Surfsight support team. Both the DriveCam and Surfsight products are two-part: physical hardware and a web-based portal for access. All physical hardware is over-the-air programmable to be able to receive firmware updates and fixes. Web-based portals are upgraded frequently without a need for clients to update desktop applications.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Lytx's Technical and Customer Support is available 24/7 via an unlimited toll-free support line, or online at support@lytx.com, for all issues related to Lytx's Event Recorder (hardware), RMAs, web-based software applications (DriveCam Online), and data administration questions. To provide this support, Lytx is structured into three Tiers – Level 1, Level 2, and Level 3, all of which are US-based. Level 1 support is capable of resolving most technical and customer support issues with first call resolution above 60%. Each time a customer contacts Support, a support case will be logged. Support cases are automatically escalated to Level 2 and Level 3 if the resolution is not achieved within two business days. In addition, a customer may always request to escalate the support case if it is not being handled to their satisfaction. Level 3 technical support can be reached live during business hours (Monday - Friday 8:00 a.m. to 5:00 p.m. Pacific Standard Time, excluding Lytx holidays), or by appointment. Client satisfaction is our primary goal, and Lytx measures that satisfaction through a "Closed Case Satisfaction" survey. Surveys are randomly sent to approximately 10% of our closed cases. Each unsatisfactory response receives a call-back from a Lytx Client Development Manager within one business day to understand the concern and resolve the problem to the best of their ability. In addition, Lytx tracks these satisfaction results in an effort to continuously improve our service and has consistently met our target to achieve 95% or better on case resolution satisfaction. Lytx also provides many proactive health checks to electronically monitor the operating status of video event recorders. An event recorder, under normal conditions, will synchronize with Lytx systems once a day. However, factors such as location, hardware or vehicle maintenance, and weather conditions can prevent a VER from checking in. Clients are able to access reports of VER check-in status including how many VERs have become overdue directly from their DriveCam Online dashboard. Lastly, Lytx event recorders transmit logs during their check-in, and are monitored for a number of out-of-compliance conditions (e.g., voltage, excessive remote clips – a sign of corrosion, etc.). The Surfsight product is supported via the reseller network at support levels 1&2. Escalation is to Tier 3 support is done via the reseller directly with the Surfsight support team. Both the DriveCam and Surfsight products are two-part: Physical Hardware and a Web-based portal for access. All physical HW is Over the Air Programmable to be able to receive Firmware updates and fixes. the portals are web-based and upgrades are done frequently without a need for clients to update desktop applications.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Lytx currently supplies and services throughout every state in the US, plus US territories. With nearly 700,000 units deployed, we have an extensive reach of deployment.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Lytx currently supplies and services throughout Canada. With nearly 700,000 units deployed, we have an extensive reach of deployment. This includes an established relationship with a Canadian cellular provider. One note, Lytx does not provide Canadian specific pricing. All business is done in US Dollars and conversion rates would apply.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no limitations to providing our services with the US and Canada.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There is no limitation for Lytx to provide services to Sourcewell participating entities.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions for contracts that apply to Sourcewell Members in Alaska, Hawaii, or specific US territories, except where cellular service may require unique requirements, such as in Guam or American Samoa. Lytx would need to understand those unique requirements better.

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Lytx will promote the Sourcewell contract nationally with various marketing activities, including, but not limited to announcements, press releases, collateral, trade shows, seminars, presentations, website, social media, and newsletters. Our 2021 Marketing Event Plan includes exhibiting at GFX, GSA Fleet, PARMA, PRIMA, APTA, ATA, WasteCon, WasteExpo, National Postal Forum, Geotab Extend, NAFA, plus many other regional and industry-specific shows as appropriate. With permission from Sourcewell, Lytx would also utilize the Sourcewell logo as a recognizable asset, which would help attribute sales directly to our membership with Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Lytx maintains a sophisticated and comprehensive marketing capability that delivers several high-quality initiatives, leveraging but not limited to the following channels: • Brochures and fact sheets • Press releases • Email campaigns • Trade show participation • Website • Blog • Newsletters • Industry speaking engagements • Articles in industry-leading publications • Case studies and video testimonials • Webinars • Online display and search advertising • Social media presence on Facebook, Twitter, LinkedIn, and YouTube Lytx uses a national news wire to distribute our press releases and best-in-class email service to distribute email blasts to clients and prospects. Our website uses a CMS system, so news and updates can be posted immediately through internal resources. We participate in trade shows in a variety of industries around the country throughout the year. Lytx regularly promotes its government clients through articles, case studies, and testimonials. These are developed from in-depth interviews with the organizations to understand their unique challenges, highlighting how clients leveraged our solutions to solve those issues. Additionally, Lytx continually promotes its clients, technologies, and services through articles in industry-focused magazines, newspapers, websites, and blogs.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We see value in our current relationship with Sourcewell through your product catalog, brochures, and newsletters. We want to continue to use Sourcewell as our premier contract vehicle in working with state and local government constituents to shorten the sales cycle and eliminate the need for costly RFPs. We have a targeted effort to upgrade our client base from hardware that relies on the 3G Cellular Network set to be sunsetted to hardware that is 4G LTE enabled. We have already found that the Sourcewell contract has been an easy way to convert customers that may have purchased directly via RFP or another cooperative contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Lytx does not use an e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Lytx provides various training options to help ensure our clients achieve success with their Lytx DriveCam solution. Based on discussions and findings in the deployment planning process, we tailor training options to meet our DriveCam client's needs. Typical training includes self-paced eLearning modules based on roles (coaches and program/safety managers) coupled with a post-training WebEx/webinar session with the Client Success Manager. In most cases, training includes eLearning Training, Post-Training Webinar, and Optional Installation Training. • Ongoing Training and Communication - As part of the Driver Safety Program, after implementation and program kickoff, the Client Success Manager will conduct weekly (or bi-weekly) program status calls as needed with client coaches and supervisors. During these calls, the Client Success Manager will share best practices and provide on-going program and coaching training. This ongoing training is included at no additional cost as part of the Managed Services subscription of Lytx's Driver Safety Program. • Quarterly Lytx Academy - An instructor-led, 1-day course, the Academy focuses on best practices for managers and coaches who wish to learn how to maximize their investment in Lytx. The Academy is open to all Lytx clients and conducted at rotating locations around the country. Additional fees apply to attend this course. • Lytx Support Center - Our Lytx Support Center provides communication and training tools that help clients gain their drivers' support before, during, and after the Lytx solution implementation. Clients have access to best practices and materials that will help roll out their programs efficiently. These include a program introduction email, coach/manager meeting best practices, communications, driver meeting agenda and materials, a driver onboarding video, reminder communications, and celebrating success. This online resource is included at no additional cost as part of the Managed Services subscription of Lytx's Driver Safety Program. For additional information regarding how Lytx implements and trains fleets on the SF300 DriveCam event recorder and related solutions, please see our attachment, including the Executive Summary and Implementation. Our Channel Sales resellers deliver Surfsight training as part of their core offering. All of our Sales Channel resellers have access to re-brand Surfsight provided materials and have training programs available to them as part of our Partner Success Program.
37	Describe any technological advances that your proposed products or services offer.	Lytx DriveCam event recorder with Driver Safety Program: • Continuously Recorded Video & Live Streaming - The Lytx Video Platform captures up to 200 hours of continuously recorded video inside and outside your vehicles that can be configured to record even when the vehicle ignition is turned off. On-demand* access lets you retrieve video when you need it, instead of waiting days for your video telematics provider to find a clip for you. You can also use our intuitive "search and find" technology to pinpoint the clip you're looking for—up to 20 minutes long—then trim and transfer it to your online Lytx account video library or download it to keep for as long as you want. The Lytx Video Platform also offers Live Stream, so you can see what's happening in and around your vehicles in near real-time. Based on the same technology used to power Facebook's live video streaming, Lytx's Live Stream can help you troubleshoot problems in the field, assess weather conditions, check on unauthorized use of your vehicles, improve coaching, and more. *Subject to cellular connectivity • Machine Vision Event Triggers and In-cab Alerting - Not all AI technologies are created equal. Lytx's proprietary approach combines more than 22 years of experience + video telematics + Machine Vision and Artificial Intelligence (MV+AI) technology informed by the largest dataset of its kind to help deliver true risk and reduce noise and false positives. Our MV+AI technology enables Lytx to detect when a risky driving behavior has occurred; capture video of those events; and empower drivers to self-correct risky driving behavior using real-time, in-cab audio and light alerts. Additionally, Lytx understands that no two organizations have the same needs. We enable our clients to adjust the different device and program dials to meet their drivers and vehicles' needs. Lytx's highly configurable MV+AI is innovation done right. • Lytx APIs - Lytx's open-ended APIs integrate with third-party systems, allowing clients to transfer information between Lytx and their internal and third-party systems that store fleet data. Our APIs are included with all Lytx products and increase efficiencies by eliminating manual processes and facilitating advanced reporting using multiple systems data. • Configurable Solutions - Lytx's Driver Safety Program + Fleet Tracking Service provides a one-stop solution for our clients' fleet management needs. Our highly configurable solutions allow clients to turn features on or off as needed to address privacy concerns, facilitate stakeholder buy-in, and meet safety needs. Our solutions are also scalable, allowing clients to grow at their own pace to meet changing fleet-management needs. • Expanded Driver Engagement Tools - Lytx's driver-powered safety solution lets drivers check in to see their own videos and performance statistics at the end of their trips for a

		new perspective on past events. Lytx launched Lytx Driver, a dedicated iOS and Android app designed just for drivers to see their events and performance on the go. In addition to logging into their web-based Lytx account, fleets can set drivers up to receive automated, weekly emails of their driving performance without requiring a login. • ECM Connectivity - The DriveCam event recorder can connect to a vehicle's J19 or ODB II port to capture vehicle data. When available via these ports, the vehicle's odometer data, engine hours, and diagnostic trouble codes will be captured and displayed in the Lytx account. The portal also uses this data or odometer/hours captured via GPS to allow users to track maintenance data. Surfsight Solution • Continuously Recorded Video & Live Streaming - The Surfsight program allows for up to 100 hours of continuous video recording. Users can search for video recordings from an easy-to-use timeline view. Low-latency live video streaming from all AI-12 connected cameras through the Surfsight dashboard gives real-time insight across fleets to help fleet managers make quick decisions and offer fast assistance or customer support. • Real-Time Audible and Visual Alerts - Alerts the driver in real-time with audible beeps and visual warnings when risky driving is detected. This enables drivers to correct course while they are driving. If the driver doesn't change their behavior after two seconds, then a video recording is triggered, and an event alert is sent, providing fleet managers with an outstanding tool to manage risky drivers. • Touchscreen Display - Quick installation and troubleshooting. It enables you to easily set the camera's viewing angle and direct access to the camera's menu. It can be set to provide visual warnings of risky driving events to the driver and makes it easy to manage settings and connections with other devices. • Independent Rotating Design - The AI-12 innovative structure allows you to rotate the windshield mounting arm, road-facing, and cabin-facing camera to easily adjust for any windshield angle. • Wi-Fi Hotspot - The AI-12 Wi-Fi hotspot can be configured to provide local connectivity to smart devices, auxiliary cameras, running ELD applications, or other hosted apps. Additional data charges may apply.	
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Lytx's Fuel Management program is a reports-based tool designed to help clients pinpoint causes of excessive fuel consumption. The service provides raw data extracts that clients can import and use with other programs. When connected to a vehicle's Engine Control Module, the program can provide reports that help clients distinguish between driver- and vehicle-related fuel consumption and automate data collection, such as odometer readings, MPG, fuel consumed, and true idle.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All Lytx devices are built to "automotive-grade standards," meaning they must withstand extreme temperature ranges, high physical stress, voltage spikes, reverse voltages, wide-band electrical noise, and fail-safety design. Lytx hardware is stamped FCC (US), IC (Canada), NOM/IFT 9 (Mexico), CE (EU), and e-Mark (EU).	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	At this time, Lytx has not obtained any accreditations from Women or Minority Business Entity or Small Business Entity groups. We have, however, teamed with both to fulfill local contracts that required such participation. We have been able to work with local WMBE, SBEs, and veteran-owned businesses for installation services, training, and contract facilitation when deemed necessary and commercially viable.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Lytx is the overwhelming leader in the Video Telematics market, with an unmatched history of providing year-over-year program results and innovative technology that works. Differentiating features include: The Lytx DriveCam Driver Safety Program • Human Event Review – Lytx's event review process provides clients access to events once uploaded to the Lytx account. Lytx uses a professional team of event reviewers and the latest Machine Vision / Artificial Intelligence (MV+AI) to trigger, prioritize, review, score, and comment on driving events and behaviors. Lytx reviews triggered event videos for driver behaviors and reviews over 4 million events per month. The average review time is approximately 12 hours, mostly within 24 hours. • MV + AI Technology that is Mature, Accurate, and Reliable - Lytx's proprietary MV+AI triggers algorithms designed to predict, identify, and filter risky actions accurately.	

Lytx has the largest client base in the industry and the largest database of risk of its kind by order of magnitude. Lytx collects over 350 million miles of driving each week. The large size of Lytx's database combined with accurate review by Lytx's Human Event Review team directly supports Lytx's ability to test, improve, and release new algorithms to real-world situations and reduce noise and false-positive incidents.

- Platform Flexibility - Lytx is the only provider that offers fleets the flexibility of various service levels (e.g., DVR-only, in-cab alerting, full human review, and coaching workflow) within the same platform using the same hardware to meet clients' diverse needs. Configurable options allow clients to develop the safety program they need today and well into the future.
- Client Accessible Continual Recording (DVR) – wirelessly available on-demand*, Lytx provides a highly configurable video solution to fit your needs, including:
  - Up to 200 hours of continually recorded video
  - Live video streaming
  - Location-based video search
  - Remote Event Recorder wake
  - Configurable event clip length with access to extended clips
  - Ability to add up to four (4) auxiliary cameras
- Proven ROI – For over 22 years, Lytx has designed and developed its programs and best practices to help fleets operate safer and more efficiently and has provided measurable results that include:
  - Up to 50% reduction in collision frequency
  - Up to 80% reduction in collision costs
  - Up to 85% reduction in driver distraction
- Lytx Managed Services – Lytx views its success based on the success of our clients. We provide our clients the tools, best practices, and support needed to be successful with our programs, including:
  - Open APIs for easy integration with other systems
  - A highly qualified team responsible for your overall program management:
    - Client Success Manager (CSM)
    - Key Account Manager (KAM)
    - Trial Success Manager (TSM)
    - Installation Project Manager (IPM)
  - Cellular connectivity for triggered events
  - Access to the web-based Lytx account to download/upload, review, and analyze data
  - Unlimited access and use of the Lytx account for coaching
  - Unlimited reporting includes integrated reporting with 3rd party systems (e.g., Tableau)
  - Program reviews with your Lytx Account team
  - Industry benchmarking
  - Lytx eLearning modules
  - 24/7 US-based technical support
  - Lytx firmware and portal updates
  - Device Health Report
  - Multiple Driver ID solutions
  - Effective and flexible coaching workflow to meet business needs
    - Coaching options include in-person, remote, self, and progressive coaching)
  - Real-time uploads
  - Speed management triggers
  - WiFi- and Bluetooth-enabled hardware (WiFi Hotspot 2021)
  - Mobile-accessible Lytx account
  - Customizable data retention
  - In-cab alerting

Surfsight

A product built for integration with Telematics providers and Integration partners:

- Open API and soon-to-be-released Software Development Kit (SDK) allows existing telematics providers to fully integrate a camera into their system, at a fraction of the cost of many standalone solutions.
- Captures HD video from the road and cabin simultaneously.
- Built-in AI and sensors identify distracted drivers and unsafe driving events such as sudden acceleration, violent turns, harsh breaks, driver drowsiness, texting, and more
- Driver Assistance provides real-time audio and visual in-cab warnings for dangerous and distracted driving events.
- Continuously record video on the SD card.
- Plug and play (easy to install)
- Highest quality product in the market in an entry-level price point
- Over-the-air firmware updates
- In-cab alerting
- Leverages the Lytx MV+AI data set: Lytx's proprietary Machine Vision / Artificial Intelligence trigger algorithms designed to predict, identify, and filter risky actions accurately. Lytx has the largest client base in the industry and the largest database of risk of its kind by order of magnitude. Lytx collects over 350 million miles of driving each week. The large

		size of Lytx's database combined with accurate review by Lytx's Human Event Review team directly supports Lytx's ability to test, improve, and release new algorithms to real-world situations and reduce noise and false-positive incidents. Surfsight Cloud Service is an easy-to-use platform for fleets to visually track their vehicles, get access to live video, safety video events, safety reports, and instant access to recorded video. * Intuitive dashboard accessed from any device with no need to install an app or software * Instant access to full HD video footage uploaded automatically to the cloud and stored for 30 days* View live video streaming from the camera at any time from the Surfsight dashboard while tracking the vehicle from a map view * Real-time GPS tracking and tracking the history of multiple vehicles viewed on a map, with point-by-point location information and trip history laid out on a map view * Fully integrated with Geotab and provides a ubiquitous look and feel	

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Please refer to the attached Lytx Limited Warranty regarding the Lytx DriveCam event recorder solution warranty. Please visit https://surfsight.com/warranty/ for the Surfsight warranty.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please refer to the attached Lytx Limited Warranty regarding the Lytx DriveCam event recorder solution warranty. Please visit https://surfsight.com/warranty/ for the Surfsight warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please refer to the attached Lytx Limited Warranty regarding the Lytx DriveCam event recorder solution warranty. Please visit https://surfsight.com/warranty/ for the Surfsight warranty.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Please refer to the attached Lytx Limited Warranty regarding the Lytx DriveCam event recorder solution warranty. Please visit https://surfsight.com/warranty/ for the Surfsight warranty.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Please refer to the attached Lytx Limited Warranty regarding the Lytx DriveCam event recorder solution warranty. Please visit https://surfsight.com/warranty/ for the Surfsight warranty.	*
47	What are your proposed exchange and return programs and policies?	Please refer to the attached Lytx Limited Warranty regarding the Lytx DriveCam event recorder solution warranty. Please visit https://surfsight.com/warranty/ for the Surfsight warranty.	*
48	Describe any service contract options for the items included in your proposal.	Extended warranty options are also available at an additional cost, which can be found in Lytx's Pricing Schedule.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Lytx's standard payment terms are Net 30 after receipt of invoice.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Lytx understands that no two organization's needs are the same; as such, we provide clients with multiple pricing options and models, including: • Purchase Plan – Initial costs usually include one-time hardware cost with monthly service fee; includes ongoing Managed Services provided by Lytx including support, firmware updates, training, etc. • Lytx Alliance Plan – Includes the cost of hardware use, hardware warranty, a professional installation (optional), and monthly service fee into a monthly program fee. With the Lytx Alliance Plan, customers have the option to minimize their upfront hardware and installation costs without having to work with third-party financing	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Lytx will process each Sourcewell member's Lytx DriveCam purchase order and submit timely quarterly reports. Currently, Lytx provides a specific Sourcewell quote that outlines the Terms and Conditions per the Sourcewell contract. We require only a signed quote (our form of a purchase order) incorporating the separate Terms and Conditions applicable to Participating Entity end-users referenced and incorporated in the Sourcewell contract (the "Sourcewell End User Terms and Conditions"). Surfsight orders will be processed by Surfsight channel distribution resellers directly with the end customer and subject to other applicable End User License Agreement Terms and Conditions applicable to Participating Entity end-users referenced and incorporated in the Sourcewell contract. All authorized resellers will provide monthly updates for sales related to the Sourcewell Contract to Lytx for compliance purposes.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Lytx does accept P-cards up to $50,000 per transaction. There are no additional costs associated with using a P-card.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see the included pricing with our response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Please see the included pricing with our response.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Lytx often sells the Lytx DriveCam event recorder based on the solution (e.g., Driver Safety Program) and volume discounts. The price being offered to Sourcewell customers is based on a customer procuring at a volume cf greater than 1,000 units. The normal 1,000-unit threshold is being "waived" for all Sourcewell orders regardless of order size.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no hidden or additional costs associated with our offering.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Lytx includes the cost of shipping in our pricing for the Lytx DriveCam event recorders. Shipping costs for the Surfsight product will be set by the reseller.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight and shipping for Alaska, Hawaii, Canada, or any offshore delivery are included in the price of the Lytx DriveCam event recorder. Shipping costs for the Surfsight product will be set by the reseller.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	At this time, there are no other GPOs, cooperative procurement organizations, or state purchasing departments being offered the Lytx DriveCam event recorder solutions in this iteration, the Lytx Alliance Program, or the Surfsight product.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Lytx requires that any sale be associated with a corresponding opportunity and quote. Our ordering system relies on identifying the contract source to allow the Order Management personnel to create a quotation. For the DriveCam product, we have a "Sourcewell" price book that allows approved contact discounts to be applied for purchases. Quotes produced under this price book have the applicable terms and conditions embedded into the quote, which allows us to track all quotes/orders and tie them to a master contract. We are then able to audit our sales based on the associated contract and apply the payment of the vendor fee to the Cooperative Contract.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Lytx proposes to pay Sourcewell a 1% service fee for all sales associated with this contract.	*

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Lytx DriveCam(R) Event Recorder Lytx's DriveCam event recorder is more than a dashcam: It's a risk detection powerhouse. Our latest DriveCam event recorder, the ER-SF300, is built on a reputation of advanced risk prediction. Engineered with state-of-the-art technology and best-in-class image quality, the SF300 gives a clear picture of behaviors that could be putting drivers and fleets at risk. The Lytx DriveCam event recorder is available using proven 4G LTE cellular connectivity to help ensure consistent connections with a high degree of video capture. The SF300 offers several features, including: • Automotive-grade design built to withstand extreme temperatures between -40 °F to 185 °F • Real-time audio alerts • 4G LTE cellular and Wi-Fi connectivity • 9-axis Accelerometer + Gyro + Magnetometer • Configurable views (inside/road) dual-lens • Automatic, over-the-air system and firmware updates • Encrypted video storage (can be sent to authorized users via the cloud) • Configurable memory (standard configuration stores up to 200 hours of video/128 GB storage) • Integrated microphone (records sound inside and outside the vehicle during a triggered event) • Speaker and audible alert capabilities For additional information, please see our Product Description Attachment. Lytx Driver Safety Program The Lytx Driver Safety Program uses video, embedded sensors, proprietary review processes, predictive analytics, and statistical modeling to help address and change risky driving behavior, resulting in reduced claims and increased ROI. How the Lytx Driver Safety Program works: • In-Cab Event Capture: Embedded sensors in the cab capture information regarding risky events such as cell phone use, harsh braking, sudden acceleration, swerving, excessive speed, lane departure, and other unsafe actions that could lead to a collision. Our patented Lytx video event recorder is placed in plain sight, typically on a vehicle's windshield, and continuously monitors driver performance. If the in-cab alerts are not effective in changing a driver's behavior, the event recorder will identify video events for coaching drivers. • Predictive Analytics: Lytx's clients drive over 25 billion miles a year. The stream of data from our clients' vehicles is evaluated using our proprietary algorithms and is designed to predict, identify, and filter risky actions. These

		continuous-learning algorithms enable us to focus our analysis and data capture, pinpoint risky events, and filter out false positives. Any video and data captured and uploaded to Lytx via the cellular network are further analyzed and prioritized using our predictive analytics and statistical models. • Event Review: Lytx has teams of professionally trained expert reviewers who review, score, and comment on events for use in coaching drivers and improving driver safety. Each event reviewed is given an overall safety score based on its level of risk. The higher the score, the higher the likelihood the behavior could result in a collision. Videos are prioritized and can be filtered by safety score, giving our clients a unique perspective on driver performance within their fleet. To protect our clients, we identify collisions and do not score or comment on them in our client portal. A Six-Sigma-based, two-tier quality assurance process continually monitors our event review process for quality. • Driver Improvement Platform: Results are available through Lytx's secured, web-based client portal. The portal is a private, multi-tenant software as a service ("SaaS") platform based on user-configurable roles and permissions. Offering 24/7 password-protected access via the internet, the platform allows users to view results and insights into program compliance and develop best practices through dashboards and reports. This information helps Lytx clients coach drivers into improved performance to help reduce the risk and cost of future collisions. Lytx Fleet Tracking Service The Lytx Fleet Tracking Service harnesses the power of Lytx's superior video telematics platform to provide real-time access to fleet status to help clients respond faster, minimize phone time, reduce callbacks, and optimize fleet productivity. Lytx helps clients quickly access their fleet tracking, video, and driver safety information all in one easy-to-use system that adapts to most mobile devices, tablets, laptops, and desktop computers. Key features of our Fleet Tracking Service include: • Real-Time Status: Captures GPS location every 30 seconds and uploads every two minutes. • Video Browse: Lets users browse for and access video from Fleet Tracking. • Trip History: Uses GPS breadcrumb trail capabilities to track a vehicle's trip history and map operational and driving violations, including unauthorized use, speed, and idle. • Geofencing: Allows the creation of a user-defined boundary that monitors vehicles traveling inside or outside a specified area. • Route Playback: Traces a driver's route point by point. Includes adjustable playback speed. Integrated with Google Maps: Provides features to show the distance from a location, real-time traffic, street views, and satellite or terrain imagery. • Diagnostic Trouble Codes: With Lytx's ECM connection, surfaces diagnostic trouble codes to respond to potentially critical vehicle problems before they cause prolonged vehicle downtime. • State Mileage Reporting: Provides fleet managers an easy-to-use solution to extract vehicle distance traveled by state into a CSV file to help with IFTA reporting. • Preventative Maintenance Workflow: Helps fleet managers proactively maintain vehicles based on distance or duration surface intervals. Surfsight The Lytx Surfsight solution offers a new product and approach to driver safety. This solution is available through resellers and expands Lytx's sales network beyond just our direct sales team. The Surfsight solution allows traditional telematics providers to offer a connected dash camera that benefits from the experience, market presence, and backing of Lytx. Surfsight allows for easy integration into existing telematics solutions that collect vehicle data and has an open API structure that allows for easy video integration. The Surfsight solution uses the AI-12 Dashcam: a dual-lens video recorder that provides powerful, HD-quality, in-cab, and road-view recording. Please see the attached product materials.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Integrated video solutions; Fleet Technology related hardware solutions; Fleet related software solutions; Telematics, fleet monitoring, asset tracking, and geofencing solutions.	

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

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

Line Item	Category or Type	Offered *	Comments	
66	Fleet management information systems	○ Yes ◉ No	N/A	*
67	Fleet technology related hardware solutions	◉ Yes ○ No	Lytx's DriveCam event recorder is more than a dashcam: It's a risk detection powerhouse. Our latest DriveCam event recorder, the ER-SF300, is built on a reputation of advanced risk prediction. Engineered with state-of-the-art technology and best-in-class image quality, the SF300 gives a clear picture of behaviors that could be putting drivers and fleets at risk.	*
68	Fleet related software solutions	◉ Yes ○ No	Lytx provides a software as a service ("SaaS") platform based on user-configurable roles and permissions. Offering 24/7 password-protected access via the internet, the platform allows users to view results and insights into program compliance and develop best practices through dashboards and reports. This information helps Lytx clients coach drivers into improved performance to help reduce the risk and cost of future collisions.	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	◉ Yes ○ No	The Lytx Fleet Tracking Service harnesses the power of Lytx's superior video telematics platform to provide real-time access to fleet status to help clients respond faster, minimize phone time, reduce callbacks, and optimize fleet productivity. Lytx helps clients quickly access their fleet tracking, video, and driver safety information all in one easy-to-use system that adapts to most mobile devices, tablets, laptops, and desktop computers.	*
70	Motor pool and fleet sharing solutions	○ Yes ◉ No	N/A	*
71	Integrated video solutions	◉ Yes ○ No	The Lytx Driver Safety Program uses video, embedded sensors, proprietary review processes, predictive analytics, and statistical modeling to help address and change risky driving behavior, resulting in reduced claims and increased ROI.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As we do today with our current contract, Lytx measures Cooperative contracts' success by percentage of sales to the Government industry. Sourcewell currently accounts for 0.6% of our sales, and we are seeing a growing interest in our current customer base in leveraging the Sourcewell contract. Specifically, in the state of Florida, where we have done the majority of our municipal sales, we have recently found an increase in interest to use the Sourcewell contract. Currently, we have several municipalities waiting on the next Sourcewell award. Any time we can avoid an RFP process to avoid the resource strain, time, and cost associated, we count that as a success. We also expect the ability to utilize our reseller network for the Surfsight product to enter us into more opportunities with municipal fleets. We see a trend in the industry to move to video. However, with the diverse fleet that municipalities carry, not all vehicles are a fit for Lytx's DriveCam event recorder video. With the Surfsight solution, our channel resellers can offer their telematics solutions in all vehicles and the Surfsight in a subset of vehicles that require video.	*
73	Describe your approach to data privacy in regard to your proposed solution(s).	With privacy laws varying depending on applicable federal, state, and local laws, Lytx's approach to complying with data privacy is to empower the client with various options that enable each client to comply in a manner that best meets their compliance obligations and internal policies. Lytx's products and services are highly configurable, including the ability to determine which lens are configured for event-based recording, DVR recording, and whether audio is on/off, as well as other options further set out in this RFP. Lytx maintains administrative, physical, and technical safeguards designed to maintain the security, confidentiality, integrity, and accessibility of client data. Lytx's SSAE18 SOC2 Type 2 provides further details regarding security controls and can be provided upon request and subject to confidentiality obligations.	

Exceptions to Terms, Conditions, or Specifications Form

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shelley Bennett, SVP, General Counsel, Lytx, Inc.

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	☑	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	☑	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	☑	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	☑	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	☑	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	☑	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	☑	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	☑	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1

SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #022217-DCI FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

BID #: PSC-0252-21

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: October 1, 2020 through May 31, 2021

AGENCY: RISK MANAGEMENT

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: **NUMBER RECEIVED:** **OTHER**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with Lytx, Inc. by $99,192.60 to cover services through the end of FY21 from June 1, 2021 through September 30, 2021. Total revised expenditure amount not to exceed $293,218.00.

Funding Source: 56301.112004.546620.000000.00000000.00000.0000000 – To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Quote and Previous Award

ANALYST Annette Burney

RESPECTFULLY SUBMITTED Gregory W. Pease, Chief Procurement Division

CONCURRENCE BY: Tracy Flynn, Chief, Risk Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 5/13/2021

OTHER:

ACTION OF AWARDING AUTHORITY DATE 5/13/21

APPROVED ✓ BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENICATION

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

SUBJECT: PIGGYBACK SOURCEWELL CONTRACT #022217-DCI FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

BID #: PSC-0252-21

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: October 1, 2020 through May 31, 2021

AGENCY: RISK MANAGEMENT

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: **NUMBER RECEIVED:** **OTHER**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Sourcewell Contract #022217-DCI Fleet Management and Related Technology Solutions with Lytx, Inc. for the purchase of hardware equipment and monitoring subscriptions for certain high-risk City vehicles. Period of service is from October 1, 2020 through May 31, 2021. Total expenditure amount not to exceed $194,025.40.

Funding Source: 56301.112004.546620.000000.00000000.00000.0000000 – To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Contract/Quote and Previous Awards

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2020. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

ANALYST: _____ Annette Burney

RESPECTFULLY SUBMITTED _____ Gregory W. Pease, Chief Procurement Division

CONCURRENCE BY: Twane Duckworth, Chief, Risk Management Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 7/16/20

Teresa R. Eibner _____ OTHER _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 7/20/20

APPROVED ✓ _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENICATION _____