

AGREEMENT

35488

THIS AGREEMENT is made and entered, in duplicate, as of January 16, 2020 for reference purposes only, pursuant to Resolution No. RES-20-0009 adopted by the City Council of the City of Long Beach at its meeting on January 14, 2020, by and between GEOTAB USA, INC., a Delaware corporation ("Contractor"), with a place of business located at 770 E. Pilot Road, Suite A, Las Vegas, NV 89119, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase Global Positioning System (GPS) tracking software, hardware, installation services, and vehicle monitoring services; and

WHEREAS, the STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES has an Agreement with GEOTAB USA, INC. for the purchase, installation, and monitoring of the telematics and GPS tracking hardware and software, Agreement No. 1-19-58-69 ("DGS Agreement"); and

WHEREAS, Resolution No. RES-20-0009 authorizes the City to purchase telematics and GPS tracking hardware and software with installation and monitoring services by virtue of the DGS Agreement;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The DGS Agreement with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the DGS Agreement shall be applicable here except as follows:

A. Wherever the DGS Agreement refers to the STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES, it shall be deemed to refer to the City of Long Beach;

1 B. Contractor shall sell, furnish and deliver to the City telematics
2 and GPS tracking hardware and software with installation and monitoring services
3 of substantially the same type and kind purchased under the STATE OF
4 CALIFORNIA, DEPARTMENT OF GENERAL, except as modified by Exhibit "B"
5 attached hereto and incorporated by this reference, for a startup amount of One
6 Hundred Seventy Thousand Seven Hundred Sixty-Two Dollars (\$170,762) plus a
7 ten percent (10%) contingency of Seventeen Thousand Seventy-Six Dollars
8 (\$17,076) for a total amount not to exceed One Hundred Eighty-Seven Thousand
9 Eight Hundred Thirty-Eight Dollars (\$187,838) in year one, and an annual amount
10 not to exceed One Hundred Seventy Thousand Six Hundred Twenty Dollars
11 (\$170,620) for monitoring services for year two, with the option to renew for seven
12 additional one-year periods, at the discretion of the City Manager, at an annual
13 amount not to exceed One Hundred Seventy Thousand Six Hundred Twenty Dollars
14 (\$170,620). To the extent that the DGS Agreement and this Agreement are
15 inconsistent, the following priority shall govern: (1) this Agreement and (2) the DGS
16 Agreement.

17 C. Payment for the telematics and GPS tracking hardware and
18 software with installation and monitoring services purchased from Contractor by the
19 City shall be made by the City on delivery to and acceptance of the telematics and
20 GPS tracking hardware and software with installation and monitoring services by
21 the City and submittal of an invoice to the City. Payment is due thirty (30) days after
22 the date of the invoice.

23 D. The term of this Agreement shall commence at midnight on
24 February 1, 2020, and shall terminate at 11:59 p.m. on January 31, 2022. City shall
25 have the option to extend the term of this Agreement for seven (7) additional one-
26 year periods, at the discretion of the City Manager. In the event the underlying
27 Agreement expires prior to the renewal term, Contractor will enter into a new
28 Agreement with substantially similar terms and conditions.

1 E. All warranties shall accrue to the City of Long Beach.

2 2. Neither this Agreement nor any money that becomes due to
3 Contractor under this Agreement may be assigned by Contractor without the prior written
4 consent of the City Manager or his designee.

5 3. Any notice given under this Agreement shall be in writing and
6 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
7 delivered or mailed to Contractor at the relevant address first stated above, and to the City
8 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
9 shall be deemed given three days after deposit in the mail.

10 4. The terms appearing on the DGS Agreement are incorporated in this
11 Agreement.

12 5. Contractor shall cooperate with the City in all matters relating to self-
13 accrual of use tax. Contractor shall contact the City Treasurer for additional information
14 regarding self-accrual.

15 6. This Agreement and all documents which are incorporated by
16 reference in this Agreement constitute the entire understanding between the parties and
17 supersede all other agreements, oral or written, with respect to the subject matter of this
18 Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

IN WITNESS WHEREOF, the parties have caused this document to be duly
executed with all formalities required by law as of the date first stated above.

GEOTAB USA, INC., a Delaware
corporation

February 14, 2020

By Neil Cawc
Name Neil Cawc
Title CEO

February 14, 2020

By Dario Mirkovic
Name Dario Mirkovic
Title cfo

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

March 2, 2020

By Rebecca L. Garner
Name Rebecca L. Garner
Title City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Agreement is approved as to form on February 25, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

1-19-58-69

PURCHASING AUTHORITY NUMBER (If Applicable)

N/A

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

State of California, Department of General Services

CONTRACTOR NAME

Geotab USA, Inc.

2. The term of this Agreement is:

START DATE

May 16, 2019 or upon DGS approval, whichever is later.

THROUGH END DATE

May 15, 2022 or three (3) years after DGS approval of contract start date, whichever is later. (The contract contains seven (7) one-year extension periods or portion thereof.)

3. The maximum amount of this Agreement is:

N/A (No guarantee of contract expenditure)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Complete final RFP, Event ID#: 0000005635	88
Exhibit B	Contractor's Cost Worksheets	12
Exhibit C	Contractor's Final Proposal	42
	Ministerial changes to the contract, such as administrator, URL additions, etc. will be handled by Supplement only and must be approved by the State Contract Administrator. All purchase orders issued under this contract incorporate the terms and conditions set forth in this contract.	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Geotab USA, Inc.

CONTRACTOR BUSINESS ADDRESS

770 East Pilot Road

CITY

Las Vegas

STATE

NV

ZIP

89119

PRINTED NAME OF PERSON SIGNING

Neil Cawse

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

2019-05-09

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

1-19-58-69

PURCHASING AUTHORITY NUMBER (If Applicable)

N/A

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTING AGENCY ADDRESS

707 3rd Street, 2nd Floor

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Rhonda Smith

TITLE

Chief, Acquisitions Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

5/15/2019

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

LEGAL SERVICESDEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION**APPROVED**

BY

C. S.

DATE

4/18/19

EXHIBIT A



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES – PROCUREMENT DIVISION
Request for Proposal

Telemetry and GPS Systems
Event ID 0000005635

2/16/2019

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Section 1 – Introduction and Overview of Requirements

1. Introduction and Overview of Requirements

1.1 Scope of this Request for Proposal (RFP)

This Request for Proposal (hereafter called the RFP) solicits proposals from firms qualified to provide business class Telemetry and Global Positioning System (GPS) equipment to the State of California (State) and participating local governmental agencies at contracted pricing in accordance with the requirements of this RFP.

The State intends that the selected Bidder will work in cooperation with the State to furnish quality products at the lowest price available in a timely and efficient manner. The selected Bidder will be the primary point for hardware, warehousing, parts, components, data, customer service, data collection, reporting and distribution of Telemetry and GPS equipment to the State.

The Scope of this RFP includes Telemetry and GPS equipment as defined in Section 3.3.1, Proposed Products, including accessories, installation and training. The State reserves the right to eliminate any specific line item from the final award.

Award will be made on an "All or None" basis to the Bidder who scores the highest number of points as described in Section 6, Evaluation. Bidders must bid on all line items in all categories to be evaluated for award.

The quantities in Exhibit 8.21, Cost Workbook are for cost evaluation only. Actual purchasing may vary from this pattern. There is no guaranteed dollar value for any resulting contract from this solicitation. The State will not be obligated to purchase Bidder's excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in this solicitation.

The term of the contracts resulting from this RFP will be three (3) years. The contracts will also contain options to extend for seven (7) additional one (1) year periods or portion thereof. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term and/or contract extension. All terms and conditions will remain the same for the entire contract period including any extension periods.

The use of these contracts shall be mandatory for all state departments except in cases of emergency as defined in Public Contract Code (PCC), Section 1102.

The awarded Bidder shall permit local governmental agencies to participate under these contracts. For the purpose of this proposal, local government agencies are defined as "any city, county, city and county, district or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services", reference PCC Section 10298 (a) (b). Local governmental agencies shall have the same rights and privileges as the State under the terms of these contracts. Any local governmental agencies desiring to participate shall be required to submit to the same responsibilities as do state departments and will have no authority to amend, modify or change any condition of these contracts.

All equipment offered must be new and the latest model in current production. USED, SHOPWORN, REFURBISHED, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE. Any contract executed as a result of this RFP must be able to be amended by mutual consent of the State and the Bidder.

1.2 Authority of the RFP and Bidder Admonishment

This RFP is being conducted under the policies developed by the Department of General Services, Procurement Division (DGS/PD) as provided under PCC Sections 12102, et seq and 12125, et seq. This RFP contains the instructions governing the requirements for a proposal to be submitted by interested Bidders. The format in which

proposal information is to be submitted, and the material to be included therein follows. This RFP also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities.

IF A BIDDER EXPECTS TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS RFP, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

- **CAREFULLY READ THE ENTIRE RFP;**
- **ASK APPROPRIATE QUESTIONS IN A TIMELY MANNER IF CLARIFICATION IS NECESSARY;**
- **SUBMIT ALL REQUIRED RESPONSES, COMPLETE TO THE BEST OF THE BIDDER'S ABILITY, BY THE REQUIRED DATES AND TIMES;**
- **MAKE SURE THAT ALL PROCEDURES AND REQUIREMENTS OF THE RFP ARE ACCURATELY FOLLOWED AND APPROPRIATELY ADDRESSED; AND**
- **CAREFULLY REREAD THE ENTIRE RFP BEFORE SUBMITTING THE PROPOSAL.**

1.3 Availability

The exact models proposed to meet the requirements of this RFP may be superseded; however, products meeting the mandatory requirements must be available throughout the duration of the contract term, except as provided in Section 3.3.10, Product Substitutions/Discontinued Items.

1.4 Procurement Official

The Procurement Official contact information for this RFP is listed below:

Robb Parkison
Procurement Division
Department of General Services
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Telephone: (916) 375-5918
Facsimile: (916) 375-4613
E-mail: robb.parkison@dgs.ca.gov

All inquiries, questions, proposal submittals, and copies of protests must be directed to only this person, unless otherwise identified in this RFP or changed by addendum to this RFP. The Procurement Official will also act as the Department Contact for visits or other information.

Oral communications directly with procurement officers and employees concerning this RFP are discouraged and shall not be binding to the State. Bidders should only rely on written statements issued by the Procurement Official.

1.5 Key Action Dates

The important dates and times by which actions must be taken or completed are identified in Exhibit 8.2, Key Action Dates. If the State finds it necessary to change any of these dates, it will be accomplished by an addendum to this RFP. All dates after the Final Proposal submission deadlines are approximate and may be adjusted as conditions indicate without addendum to the RFP.

Unless otherwise indicated, Bidder submissions shall be due by 5:00 p.m. (PT) on the date indicated in Exhibit 8.2, Key Action Dates.

1.6 Americans with Disabilities Act (ADA)

To meet and carry out compliance with the nondiscrimination requirements of Title II, Americans with Disabilities Act (ADA), it is the policy of the State to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the Procurement Division at 916-375-4400 (main office). Procurement Division's TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. You may also directly contact the Procurement Official for this procurement.

IMPORTANT: To ensure that we can meet your accommodation, it is best that we receive your request at least ten (10) working days before the scheduled event (e.g., Bidder conference) or deadline due-date for procurement documents.

The Procurement Division TTY telephone number is:

- Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

- Voice: 1-800-735-2922 or 1-888-877-5379
- TTY: 1-800-735-2929 or 1-888-877-5378
- Speech to Speech: 1-800-854-7784

1.7 State of California Environmentally Preferable Purchasing (EPP)

The State of California, DGS/PD is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by the California Public Contract Code (PCC), Chapter 6, Sections 12400-12404, and supported by the Governor's Executive Order B-18-12. By signing Exhibit 8.3, Agreement Cover Letter, the Bidder is certifying that the products or services offered under this solicitation are in compliance with PCC Section 12404.

Section 2 – Rules Governing Competition

2 Introduction

Section 2 of this RFP describes the procurement process. Specific guidelines for the submission of this RFP response are found in Section 5, Proposal Format.

2.1 Identification and Classification of RFP Requirements

2.1.1 Requirements

The State has established certain requirements with respect to proposals to be submitted by prospective Bidders. The use of "shall," "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid¹, amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

2.1.2 Desirable Items

The words "should" or "may" in the RFP indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal.

2.1.3 Mandatory Requirements

All items within this RFP labeled mandatory (M) are non-negotiable. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP. Bidder's signature on Exhibit 8.3 Agreement Cover Letter and submission of proposal response will be considered as Bidder's agreement to all mandatory RFP requirements.

2.1.4 Non-Mandatory Requirements

This RFP may include both preference programs and product/contract performance items identified as non-mandatory (NM) requirements. Bidders are not required to comply with these requirements in order to be compliant with the RFP. However, if a Bidder applies for a preference, the Bidder must meet the applicable preference requirements and provide the requested preference documentation as outlined within the section requirement.

2.1.5 Scored Requirements

This RFP includes both mandatory scored (MS) and non-mandatory scored (NMS) requirements. Mandatory scored requirements are non-negotiable and will achieve points as identified Section 6, Evaluation if the requirement is met.

2.1.6 Narrative Responses

This RFP includes some items that require a narrative response. Those items have been listed on Exhibit 8.11, Narrative Response. Bidders are to input narrative responses on the exhibit only and only for the items requested. If necessary, Bidders may add attachments to the exhibit to further explain their response.

¹ If this solicitation document is an RFP, the word "bid" as used throughout is intended to mean "proposed," "propose" or "proposal" as appropriate.

Bidders shall not input narrative responses within the proposal document nor should narrative responses be included for items the State did not list on Exhibit 8.11, Narrative Response.

2.2 Bidding Requirements and Conditions

2.2.1 General

This RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of Information Technology goods and services by public bodies in the State of California. A Bidder's Final Proposal is an irrevocable offer for 180 days following the scheduled date for Submission of Final Proposals in Exhibit 8.2, Key Action Dates. A Bidder may extend the offer in the event of a delay of contract award.

2.2.2 RFP Documents

This RFP includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the contract to be executed between the State and the successful Bidder.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Procurement Official identified in Section 1.4, Procurement Official, of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Section 2.2.8, Addenda. Such clarifications shall be given by written notice to all parties who have identified themselves as Bidders to the Procurement Official identified in Section 1.4, Procurement Official, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of the Work

The Bidder should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

2.2.4 Questions Regarding the RFP

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email or envelope clearly referencing subject solicitation, to the Procurement Official listed in Section 1.4, Procurement Official. To ensure a response, questions must be received in writing by the scheduled date given in Exhibit 8.2, Key Action Dates.

Question and answer sets will be provided to all Bidders without identifying the submitters. Any questions submitted should be crafted without revealing the name of the requestor. At the sole discretion of the State, questions may be paraphrased by the State for clarity. **Oral answers shall not be binding on the State.**

A Bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of that Bidder's proposal and which, if disclosed to other Bidders, would expose that Bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Exhibit 8.2, Key Action Dates, to ensure a response. The Bidder must explain why any questions are sensitive in nature.

If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified.

2.2.5 Request to Change the Requirements of the RFP

If the Bidder believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the RFP by submitting, in writing, the recommended change and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Exhibit 8.2, Key Action Dates.

Failure by any Bidder to raise any concern related to the solicitation requirements or a failure of a referenced internet link by the relevant Key Action Date will be deemed a waiver of any claim regarding the contract award relating to the solicitation requirements.

2.2.6 Bidders' Conference

A Bidders' Conference may be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the RFP and the procurement process. Suppliers are encouraged to attend the Bidders' Conference. The time, date and place of such conference, if held, are included in Exhibit 8.2, Key Action Dates.

The State may accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. A transcript of the discussion, or those portions which contain the questions and appropriate answers, will normally be transmitted within approximately ten (10) working days to all suppliers who have submitted an intention to bid and those who have submitted a written request to receive the information. Written requests are to be submitted to the Procurement Official identified in Section 1.4, Procurement Official. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with the transcribed data. **Oral answers shall not be binding on the State.**

2.2.7 Supplier's Intention to Submit a Bid

Suppliers who want to participate in the bidding process are asked to state their intention by submitting Exhibit 8.1, Letter of Intent to Bid, by the date specified in Exhibit 8.2, Key Action Dates. The State is also interested as to a supplier's reasons for not submitting a bid; as, for example, requirements that cannot be met or unusual terms and conditions which arbitrarily raise costs. Suppliers are asked to categorize their intent as follows:

- Intends to submit a bid and has no problem with the RFP requirements.
- Intends to submit a bid, but has one or more problems with the RFP requirements for reasons stated in this response.
- Does not intend to submit a bid because of one or more problems with the RFP requirements for reasons stated in this response.

Hereafter, for the purposes of the instructions of this RFP, all suppliers who have indicated their intent to submit a Final Proposal are called Bidders until such time that the Bidder withdraws or other facts indicate that the Bidder has become nonparticipating. Should a Bidder not participate in a bid step, the State reserves the right to drop them from the participating Bidder list and they will not receive any further correspondence from the Procurement Official until they contact the Procurement Official to indicate that they would like further correspondence.

All addenda, Question and Answer Sets, and Requests for Change will be published on the eProcurement California State Contracts Register.

2.2.8 Addenda

The State may modify the RFP prior to the date fixed for Contract Award by issuance of an addendum. Addenda will be numbered consecutively. If any supplier determines that an addendum unnecessarily restricts its ability to bid, the supplier is allowed five (5) working days to ask a question, request a change or submit a protest to the addendum according to the instructions contained in Section 2.5.1, Protests.

2.2.9 Bonds

Not Applicable.

2.2.10 Discounts

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by Bidders for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

2.2.11 Joint Proposals

Joint proposals are not acceptable for this solicitation.

2.2.12 Air or Water Pollution Violations

Unless the contract is less than \$25,000 or with a non-competitively bid Bidder, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.

Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

2.2.13 Fair Employment and Housing Commission Regulations

The California Government Code Section 12990 requires all State Bidders to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State Bidders to ensure their compliance with the law. DFEH periodically disseminates a list of suppliers who have not complied. Any supplier so identified is ineligible to enter into any State contract.

2.2.14 Exclusion for Conflict of Interest

No consultant shall be paid out of state funds for developing recommendations on the acquisition of information technology (IT) products or services or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from state adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of state funds for developing recommendations on the disposal of state surplus IT products, if that consultant would directly and/or materially benefit from state adoption of such recommendations.

2.2.15 Unfair Practices Act and Other Laws

Bidder warrants that its proposal complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable state and federal laws and regulations.

2.3 Bidding Steps

2.3.1 General

The procurement process to be used in this acquisition is composed of multiple steps. Refer to Exhibit 8.2, Key Action Dates, to determine which steps are included in this RFP. References in this Section 2, Rules Governing Competition, to steps not included in Exhibit 8.2, Key Action Dates, are not applicable to this RFP.

The Final Proposal is a mandatory step for all Bidders; all other steps are optional. However, all Bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Proposal. **Costs submitted in any submission other than the Final Proposal may preclude the Bidder from continuing in the process.**

2.3.2 Proposals

The State desires to obtain proposals that are responsive in every respect. Therefore, the procurement process may include a Draft Proposal and will always include a Final Proposal, as described below.

2.3.2.1 Draft Proposal

The main purpose of the Draft Proposal is to provide the State with a complete proposal in order for the State to identify any faulty aspects and/or material deviations that, if not corrected, could cause the Final Proposal to be deemed non-responsive on a technicality and rejected. If applicable, submission of a Draft Proposal is optional but is strongly recommended so that the Bidder may obtain the benefit of the two-step procurement process. However, Bidders are not required to submit a Draft Proposal.

If Draft Proposals are submitted, Bidders must submit them by the date and time specified in Exhibit 8.2, Key Action Dates. The Draft Proposals must be complete in all respects except that dollar cost information must be omitted or replaced by XXXs. At the sole discretion of the State, the State Evaluation Team may evaluate each Draft Proposal received by the Draft Proposal submission date specified in Exhibit 8.2, Key Action Dates, unless the Draft Proposal is so defective that the State does not believe that there is adequate time to evaluate the Draft Proposal would result in the Bidder being able to correct the deficiencies prior to the Final Proposal due date, or the Bidder has placed conditions on the Draft Proposal that are unacceptable to the State.

For Draft Proposals that are evaluated, the Bidder will be notified via email of any defects the State has noted. Draft Proposals received late may be reviewed if the Procurement Official believes there is enough time and resources to do so. Notifying the Bidder of defects is intended to minimize the risk that the Final Proposal will be deemed non-compliant; however, the State will not provide any warranty that the Draft Proposal will be evaluated even if accepted for review, or that any or all defects in the Draft Proposal have been detected. Notification of defects in the Draft Proposal will not preclude rejection of the Final Proposal, if undiscovered defects contained in the Draft Proposal are later found in the Final Proposal.

The State may conduct confidential discussions with Bidders submitting Draft Proposals that have been reviewed by the State. At the confidential discussion, the State will identify areas of the Bidder's Draft Proposal that may not be fully compliant with the requirements of the RFP and areas that are confusing to the State Evaluation Team. Oral statements made by either party during confidential discussions shall not be binding.

2.3.2.2 Final Proposal

The Final Proposal must be complete, including all cost information, required signatures, contract language changes agreed to in writing and corrections to those defects noted by the State in its review of the Draft Proposal. If required in Section 5, Proposal Format, cost data must be submitted under separate, sealed cover. Changes that appear in the Final Proposal, other than correction of defects, increase the risk that the final proposal may be found defective.

2.3.3 Public Record

Final proposals are public upon posting of Notice of Intent to Award. Bidders should be aware that marking a document "confidential" or "proprietary" in a final proposal may exclude it from consideration for award and will not keep that document from being released after notice of intent to award as part of the public record, unless a court has ordered the State not to release the document.

2.3.4 Submission of Proposals

The instructions contained herein apply to the Final Proposal. They also apply to the Draft Proposal, except as noted.

2.3.4.1 Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

As stated above, the State's evaluation of Draft submissions is cursory. Therefore, Bidders are cautioned to not rely on the State, during these evaluations and reviews, to discover and report to the Bidders all defects and errors in the submitted documents. Before submitting each document, the Bidder should carefully proof it for errors and adherence to the RFP requirements.

2.3.4.2 Bidder's Cost

Costs for developing proposals are entirely the responsibility of the Bidder and shall not be chargeable to the State.

2.3.4.3 Completion of Proposals

Proposals must be complete in all respects as required by Section 5, Proposal Format. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all costs required by the RFP Section 4, Cost, and Section 5, Proposal Format, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in Section 5, Proposal Format, cost data must be submitted under separate, sealed cover.

2.3.4.4 False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

2.3.4.5 Signature of Proposal

All Bidders must complete Exhibit 8.3, Agreement Cover Letter, and include it with the proposal. The Agreement Cover Letter (which shall be considered an integral part of the Final Proposal) shall be signed by an individual who is authorized to bind the bidding firm contractually. An unsigned Final Proposal shall be rejected.

2.3.4.6 Delivery of Proposals

Final Proposals must be submitted no later than the date and time specified in Exhibit 8.2, Key Action Dates. If mailed, proposals must be received by the Department of General Services on or before the specified date and time. Bidders are required to mail or deliver proposals to the DGS/PD Procurement Official listed in Section 1.4. If mailed, it is suggested that Bidders use certified or registered mail with return receipt requested as delivery of proposals is done at the Bidder's own risk of untimely delivery, lost mail, etc.

Proposals must be received in the number of copies stated in Section 5, Proposal Format. Clearly mark one (1) copy "Master Copy". All copies of proposals must be under sealed cover which is to be plainly marked "DRAFT PROPOSAL" or "FINAL PROPOSAL" for subject RFP. Bidders should be aware that marking the Final Proposal "confidential" or "proprietary" may exclude it from consideration for award. Final Proposals not received by the date and time specified in Exhibit 8.2, Key Action Dates, or not sealed, will be rejected.

If required in Section 5, Proposal Format, all cost data must be submitted under separate, sealed cover and clearly marked "COST DATA." If cost data is required to be submitted separately sealed, and is not submitted in this manner, the proposal will be rejected. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two (2) or more copies of the proposal, the proposal may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one (1) copy of the Final Proposal is not clearly marked "Master Copy," the State may reject the proposal; however, the State may, at its sole option, select immediately after proposal opening one (1) copy to be used as the Master Copy.

2.3.4.7 Withdrawal and Resubmission/Modification of Proposals

A Bidder may withdraw its Draft Proposal at any time by written notification. A Bidder may withdraw its Final Proposal at any time prior to the proposal submission date and time specified in Exhibit 8.2, Key Action Dates, by submitting a written notification of withdrawal signed by the Bidder authorized in accordance with Section 2.3.4.5, Signature of Proposal. The Bidder may thereafter submit a new or modified proposal prior to such proposal submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Proposals cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Section 2.3.6.3, Errors in the Final Proposals.

2.3.5 Rejection of Proposals

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

2.3.6 Evaluation and Selection Process

2.3.6.1 General

Proposals will be evaluated according to the procedures contained in Section 6, Evaluation. Special instructions and procedures apply to Draft Proposals.

2.3.6.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Proposals, the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their proposal.

2.3.6.3 Errors in the Final Proposals

An error in the Final Proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.

The State may at its sole option correct obvious clerical errors.

The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete proposal submittal the Master Copy shall have priority over additional copies, the proposal narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.

The State may at its sole option correct errors of omission, and in the following four situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete proposal.

- 1) If an item is described in the narrative and omitted from the contract and cost data provided in the proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
- 2) If a minor item is not mentioned at all in the Final Proposal and is essential to satisfactory performance, the proposal will be interpreted to mean that the item will be provided at no cost.
- 3) If a major item is not mentioned at all in the Final Proposal, the proposal will be interpreted to mean that the Bidder does not intend to supply that item.
- 4) If a major item is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to supply that item at no cost.

The determination of whether an item is minor or major is the responsibility of the State.

If a Bidder does not follow the instructions for computing costs not related to the contract (e.g., state personnel costs), the State may reject the proposal, or at its sole option, re-compute such costs based on instructions contained in the RFP.

If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Bidder (if awarded the contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its proposal.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL PROPOSAL, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

At the State's sole discretion, it may declare the Final Proposal to be a Draft Proposal in the event that the State determines that Final Proposals from all Bidders contain material deviations. Bidders may not protest the State's determination that all proposals have material deviations. If all proposals are declared noncompliant, the State may issue an addendum to the RFP. Should this occur, confidential discussions will be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original RFP as amended by any subsequent addenda. The new Final Proposals will be evaluated as required by Section 6, Evaluation.

2.3.7 Award of Contract

Award of contract, if made, will be in accordance with Section 6, Evaluation, to a responsible Bidder whose Final Proposal complies with all the requirements of the RFP documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made in accordance with Section 2.2.1, General.

The State reserves the right to determine the successful Bidder either on the basis of individual items or on the basis of all items included in its RFP, unless otherwise expressly provided in the State's RFP. The State reserves the right to modify or cancel in whole or in part its RFP.

2.3.8 Debriefing

A debriefing may be held after contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

2.4 Contractual Information

2.4.1 Contract Provisions

The State has model contract provisions to be used by state agencies when contracting for information technology (IT) goods and services. The model contract provisions appropriate for the specific requirements of this RFP are included in the RFP.

2.4.2 Specific Terms and Conditions

The contract to be awarded is included in the solicitation document in its final form, and any alteration by a Bidder will result in rejection of its proposal.

2.4.3 Term of Contract

The State intends to retain the required goods and services for at least the period specified in Section 1.1, Scope of this Request for Proposal.

2.5 Other Information

2.5.1 Protests

Before a protest is submitted regarding any issue other than selection of the "successful Bidder," the Bidder must make full and timely use of the procedures described in Section 2.2.4, Questions Regarding the RFP, and Section 2.5.1.1 Requirements Protest of the RFP, to resolve any outstanding issues between the Bidder and the State. This procurement procedure is designed to give the Bidder and the State adequate opportunity to submit questions and discuss the requirements before the Final Proposal is due. The protest procedure is made available in the event that a Bidder cannot reach a fair agreement with the State after exhausting these procedures. There are two types of protests:

1. Requirements protests
2. Award protests

A protest shall be submitted according to the procedure below.

2.5.1.1 Requirements Protest

Protests regarding any issue other than selection of the "successful Bidder" are requirements protests and will be heard and resolved by the Deputy Director of the DGS/PD, whose decision will be final.

All protests must be made in writing, signed by an individual authorized under Section 2.3.4.5, Signature of Proposals, and contain a statement of the reason for protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim.

If the Bidder believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the RFP by submitting, in writing, the recommended change and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Exhibit 8.2, Key Action Dates.

Failure by any Bidder to raise any concern related to the solicitation requirements or a failure of a referenced internet link by the relevant Key Action Date will be deemed a waiver of any claim regarding the contract award relating to the solicitation requirements.

Requirements Protests must be mailed or delivered to:

Street Address:	Mailing Address:
Deputy Director	Deputy Director
Procurement Division	Procurement Division
707 Third Street, 2nd Floor	P.O. Box 989052
West Sacramento, CA 95605	Sacramento, CA 95798-9052

All protests to the RFP requirements or procedures must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the respective time and date specified in Exhibit 8.2, Key Action Dates.

2.5.1.2 Award Protest

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.). By submitting a bid or proposal to this solicitation, the Bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5 (Exhibit 8.4, Alternative Protest Process Regulations). The link to the regulations is:

<http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx>

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via email or facsimile to any Bidder who submits a written request for notice and provides an email address or facsimile number.

During the protest period, any participating Bidder may protest the proposed award on the following grounds:

- 1) For major information technology acquisitions – that there was a violation of the solicitation procedures and that the protesting Bidder's bid or proposal should have been selected; or
- 2) For any other acquisition – that the protesting Bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this RFP must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PT on the second (2nd) working day after issuing the notice of intent, as specified in the RFP. Failure to submit a timely, written Notice of Intent to Protest waives Bidder's right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution

Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: (916) 376-6226

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting Bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the Bidder's right to protest.

Protest bond requirement: Bond amount for this Alternative Protest Process shall be ten (10) percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

2.5.2 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the State's option and at the Bidder's expense. At a minimum, the Master Copy of the Final Proposal shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Exhibit 8.2, Key Action Dates. However, materials the State considers confidential information (such as confidential financial information submitted to show Bidder responsibility) will be returned upon request of the Bidder.

Section 3 – Bidding Requirements

3. Introduction

This section contains the detailed bidding and contract requirements pertaining to this RFP and will be applicable to the resulting contract. Bidder's proposal shall meet the State's needs as defined in this RFP.

Exhibit 8.11, Narrative Response lists the items to which the State requires a narrative response. Bidders are not to include narratives within this section or for items where a narrative is not requested.

3.1 Bidder Responsibility (M)

Prior to award of the contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five (5) working days to submit the information requested.

3.2 Bidder Responsibility (M)

The State requires that the contracts resulting from this RFP be issued to a prime Bidder who shall be responsible for successful performance of this RFP. The prime Bidder shall also be responsible for successful performance of any and all of their subcontractors.

Furthermore, the State will consider the prime Bidder to be the sole point of contact with regard to contractual matters, payments, warranty issues, and maintenance of the equipment for the term of the contract.

The prime Bidder will be responsible for compliance with requirements under the contract, even if requirements are delegated to subcontractor. All state policies, guidelines, and requirements apply to subcontractor. The prime Bidder and subcontractors shall not in any way represent themselves in the name of the State of California without prior written approval.

3.2.1 Confidentiality (M)

The Bidder, engaging in IT services to the State pertaining to this project and requiring contact with confidential state information, will be required to exercise security precautions for such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes financial, statistical, personal, technical and all other types of data and information relating to operations of any state or local agency, whether expressly made available to the Bidders or encountered coincident to programming work or testing.

Under no circumstances shall the Bidder use or publish, sell, or otherwise disclose to any third party the contents of any records or data, or reports derived from data, without the authorization and written consent of the State.

3.3 Technical Requirements

3.3.1 Proposed Products (M)

This RFP requires Bidders to submit a proposal for all Telemetry and GPS Systems. All requirements listed within Section 3, Bidding Requirements, shall apply to all Telemetry and GPS systems unless otherwise noted.

Proposed products shall provide a comprehensive in-asset GPS system to collect and report usage, maintenance, Automated Vehicle Location (AVL), and operational data on the following asset categories:

- Category 1 – Light Duty Vehicles
- Category 2 – Heavy Duty Vehicles
- Category 3 – Zero or Low Emission Vehicles
- Category 4 – Non-Self Propelled Assets

Bidders are required to bid on all line items within each asset category.

The assets are located throughout the State of California and neighboring states.

When available, data shall be collected automatically via Original Equipment Manufacturer (OEM) embedded GPS, provided it supplies the required data specified in this RFP. Bidder shall have the capability to integrate OEM telematics data for use within the awarded Contractor's web-application.

When and if OEM embedded data is available, accessible, and can be processed by the Contractor, at the State's option, the Contractor shall process the information to display in the same format as the data supplied by the Contractor's proprietary device in the application.

If a comprehensive OEM embedded method is not available, an aftermarket GPS device is acceptable to collect required data.

As comprehensive OEM embedded methods become available, the State reserves the right to require the Contractor to access, transmit and provide data from OEM. The Contractor must remove the aftermarket device as described in Section 3.5.4 Take Back.

The Contractor shall develop and provide the connection and data transfer from comprehensive OEM embedded telematics to the Contractor's and/or ordering agency's data warehouse. Data shall be provided to the State within 1 (one) year of availability. If not already capable, the contractor shall inform the State when the OEM embedded method becomes available, and provide pricing for the transition and any ongoing service fees.

The State will own all asset data collected.

3.3.1.1 General Requirements (M)

- A. Contractor shall participate in the California Bureau of Automotive Repairs Continuous Testing Program (BAR CTP) development. Contractor must maintain participation for the duration of the contract including approved extension period(s) and transmit necessary data for program compliance as stated in 3.3.1.1.
- B. All equipment delivered will be tested to ensure it is operable and free from any defects or damage and is fully operational prior to shipment.

- C. The Contractor will furnish upgraded equipment with improved technology, including OEM technology, at the request of the ordering agency. However, any hardware change must be pre-approved by the ordering agency. If it is determined that upgraded equipment is to replace existing equipment, the ordering agency and the Contractor will develop an agreed upon implementation plan that will include a systematic process to ensure a smooth transition occurs. The transition plan timeline will be based upon the Agencies' staffing levels, operational needs, and training requirements.
- D. All required data points for the Enterprise-Level Web Based Data Application (Application) and reporting, will be tied to the VIN or other Agency specific unique identifier (such as asset ID) and not the GPS device serial number. This will ensure no data loss if the device needs to be replaced in an asset.
- E. If an asset is sold or otherwise removed from the Agency fleet, a device deactivation process will be established. Data related to the inactive fleet asset will not be lost or archived, but available in the Application with all reporting functionality. Device re-use, where applicable, is required unless the device is defective or malfunctioning.
- F. The GPS device and On-Board Diagnostic II (OBD II) link connector device will be the latest and most technically advanced model available from the Contractor. Contractor shall provide a product generation history upon request any time during the contract period.
- G. Contractor shall agree to establish reoccurring meetings with the ordering agency to discuss any issues with the Application, and deliverables and remedies.
- H. The Application, Contractor Owned Storage Data Bases (data warehouse), and Program Interface (PI) will be Software as a Service (SaaS). All terms and conditions shall be compliant with State Model Cloud Computing Service Special Provisions (Software as a Service).
- I. The Bidder shall provide system diagram and data flow diagram at the time of bid submission or within five (5) business days of request from the State Procurement Official.
- J. The solution shall enable role based access control that demonstrates compliance of least privilege and address segregation of duties compliance.

3.3.1.2 Asset Categories Defined (M)

Proposed products shall be installed systems into the following asset categories, and be compatible with the web based data application in Section 3.3.6, Enterprise-level Web Based Data Application (application).

Light Duty Vehicles (Category 1)

Light duty (LD) vehicles are defined as being powered by an internal combustion engine equipped with OBD II protocol diagnostics and diagnostic connector. If asset does not have OBD II capabilities, alternative harness configurations must be made. All available data from the asset will be collected via the OBD II or alternative, diagnostic connector and transmitted wirelessly to the Application. OBD II emissions data necessary to comply with the BAR CTP shall be transferred directly to BAR daily, or as required by program policy, guidelines, statute or regulation. LD assets include, but are not limited to:

- Sedans
- Pickups
- Motorcycles

Heavy Duty Vehicles (Category 2)

Heavy duty (HD) vehicles are defined as being powered by an internal combustion engine equipped with Communication Protocol (CAN-bus) diagnostics J1708 & J1939 CAN-bus and diagnostic connector. Construction, off road, and auxiliary engine equipped assets are included in this category. All available data from the asset will be collected via the CAN-bus connector, if equipped, and transmitted wirelessly to the Application. HD assets include, but are not limited to:

- Snow Plow Trucks
- Snow Blowers
- Paint Striper Trucks
- Personal Hoist Trucks
- Street Sweepers
- Mower Tractors
- Attenuator Trucks

Zero or Low Emission Vehicles (Category 3)

Zero or Low Emission Vehicle (ZEV) assets may include light duty or heavy duty vehicles. Zero or Low Emission Vehicle assets may include hydrogen fuel cell vehicles, pure battery electric vehicles, plug-in hybrid electric vehicles and compressed natural gas (CNG) vehicles. All available data from the asset will be collected via the diagnostic connector and transmitted wirelessly to the Application. OBD II emissions data necessary to comply with the BAR CTP shall be transferred directly to BAR daily, or as required by program policy, guidelines, statute or regulation. Current fleet consists of, and devices shall be compatible with, but not limited to the list below. BAR CTP is applicable to any vehicle with an Internal Combustible Engine. The fleet will grow as technology grows and new vehicle offerings become available.

- Chevrolet Volt
- Chevrolet Bolt
- Chevrolet Spark
- Ford C-Max
- Ford Focus
- Hyundai Tucson
- Hyundai Sonata
- Kia Soul
- Nissan Leaf
- Toyota Mirai
- Toyota Prius Plug-In
- Toyota Rav4 EV
- Sterling L8513

Non-Self Propelled Assets (Category 4)

Non-Self Propelled Assets (NSP) are not equipped with a means of propulsion or self-powered electrical system. Data will be collected via self-powered GPS device or if the asset has a standalone electrical system, the contractor shall provide for an alternative electrical power interface. Ordering agency will determine installation type. All data will be transmitted wirelessly to the Application. Non- self-propelled Fleet assets include, but are not limited to:

- Trailers
- Mobile Signs

3.3.2 In-Asset Data Services Requirements (M)

The data and hardware service will include hardware and data transfer services, data collection, data storage, reporting, diagnostic trouble code (DTC) and alerts. Application shall be capable of supporting an ordering agency's fleet size potentially as large as fifteen-thousand (15,000) assets and twenty-five thousand (25,000) asset operators, depending on ordering agency's fleet count. Data plans shall be unlimited for both Cellular and Satellite requirements.

The data and hardware service will also include overlay mapping and wireless data transmission services for assets in all regions of California and neighboring states. Contractor shall provide a solution for areas without the ability to transmit data, in all areas of California and neighboring states.

Transmission of data from the in-asset hardware will be wireless and bidirectional to and from the Contractors and/or ordering agency's data warehouse. Troubleshooting, such as firmware updates and device health checks, will be pushed to the in-asset hardware via the network. All wireless transmission and communications shall take place over secure and encrypted channels.

Contract-service rates are only applicable to properly approved and installed devices actively sending complete data. The ordering agency reserves the right, and will be assigned rights, to activate or de-activate any device(s), at any time, via the Application and/or through Contractor's customer service representative.

The data collection, storage, reporting, and alert service will be provided statewide, twenty-four (24) hours a day, seven (7) days a week, including all holidays. The State does not expect 100% uptime on the web application, but the level of service provided with this contract will include a twenty-four (24) hour notice for scheduled maintenance. Maintenance should be scheduled outside normal business hours. Unanticipated downtime must be addressed within one (1) hour.

3.3.2.1 GPS Device and OBD II Link Software (M)

The following data points at a minimum, will be collected by the Contractors device:

- Asset Usage information
 - Location information by latitude and longitude and nearest address where available
 - Date and time of travel
 - Trip route
 - Mileage of trips
 - Dash odometer values at beginning and end of each trip
 - ECM engine operating hours
 - Storage location
 - Asset operator ID
 - Days of use
- Diagnostic Information
 - Malfunction Indication Light (MIL)
 - Diagnostic Trouble Codes
 - Fluid levels
 - Tire pressure monitoring
 - Emissions monitor status
- Asset operator behavior
 - Excessive idling
 - Speeding
 - Harsh braking

- Harsh acceleration
- Other
 - Fuel Usage
 - Green House Gas Emissions
 - Low fuel
 - Low charge

All aftermarket GPS devices must record location via trips through event-based data transmissions or pings, in latitude and longitude and nearest address where available.

3.3.3 In-Asset Data Requirements (M)

3.3.3.1 Data Alert notices (M)

For all connected device types, alerts shall include, but are not limited to, the following:

- Asset use via Geofencing
- Accident notification
- Rapid acceleration/deceleration
- Maintenance reminders such as oil change due, inspections due, etc.
- Excessive idle and speeding events
- Low primary power supply and battery level trend reporting
- Loss of primary power supply
- Odd hour activity as defined by ordering agency

Alerts may be sent via e-mail, short message services (SMS) or multimedia message services (MMS) and will be user definable via the Application based on user hierarchy. Data transfers and updates will be configurable as required by the ordering agency. Available alert type will evolve with industry availability.

3.3.3.2 ZEV Specific Data Required (M)

- a. Fuel consumption
- b. Electricity usage by asset (kWh)
- c. Hydrogen usage in kilograms by asset.
- d. Fuel consumption for plug-in gas hybrid asset
- e. Percentage of miles driven on electricity for plugin hybrid asset
- f. Number of charging sessions per day, week, etc. per asset
- g. Average mileage for hybrid electric Hydrogen – if available
- h. For each charging session include the following:
 - i. Starting and Ending State of Charge (SOC)
 - ii. Total length of charging event
 - iii. Event start and stop time
 - iv. Amount paid per event transaction, if available
 - v. Electricity consumed (Kwh)
 - vi. Type of charger (level one, level two, and DC fast charger) if available.
 - vii. Location of event
- i. Average starting and ending charging event SOC for each asset – if available
- j. Average length of charging session (for each asset and/or the entire fleet) within any report time span– if available
- k. Kilowatt hour consumption while charging (per charging session)

3.3.3.3 Device Storage (MS)

Devices will store data without loss, for a minimum of forty-five (45) days at maximum data gathering rate. When assets are operating in an area of no service, they will store data and transmit stored data when coverage is available. When device storage has reached capacity the device will overwrite stored data beginning with the oldest data and progressing forward. Devices that reach capacity shall not "lock up" requiring a hard restart effectively erasing any stored data.

Bidders exceeding the minimum requirement for Device Storage will be scored as specified in Section 6, Evaluation. Bidders shall confirm the ability to meet this requirement in Exhibit 8.19, Technical Questionnaire

3.3.4 In-Asset Hardware Requirements (M)

- A. All aftermarket GPS devices installed at any time by the Contractor will be of the most current available technology capable of communicating with OBD II or CAN-bus protocols to effectively process GPS, diagnostic, and sensor (AVL) data. Devices will transmit all data via wireless data transmission service(s) to the Contractor's and/or ordering agency's data warehouse server(s). Data transmission and communication shall take place over secure and encrypted channels.
- B. All aftermarket GPS devices will be installed utilizing industry standard "Y" cabling sized appropriately for electrical load and shielded to prevent interference during operation and data transfer. "Y" cables shall connect directly to OEM installed OBD II or CAN-bus diagnostic port connectors. In the absence of an OEM installed diagnostic connector, a 3 wire connection is acceptable to supply platform voltage, ground, and ignition (key on) signal. All installed devices connected to the OBD II diagnostic port or CAN-bus diagnostic port will "step aside" electronically when diagnostic equipment is attached allowing diagnostic data to pass freely via the OBD II or CAN-bus, as applicable, while performing diagnostic work. This "step aside" function will be accomplished automatically and will not require physically unplugging the telemetry device.
- C. Each selected asset will be equipped with the most current Radio-Frequency Identification (RFID) or equivalent proximity (non contact) technology to identify asset operators and will have an audible asset operator alarm alerting the asset operator to register their ID if not accomplished within thirty (30) seconds of key on event. Device must be in the form of a proximity or quick identifier. Device firmware will be configured to request the asset operator ID within ten (10) seconds of key on event. The asset operator ID interface device will be mounted in an accessible location for easy use and will not impair the asset operator's vision, cause a safety hazard to any occupant, or interfere with any OEM systems. Asset operator identity including the specific personnel ID number will be viewable only in the Application or through reports for defined user hierarchical roles. All aftermarket hardware will be of robust construction capable of withstanding off-road operating conditions (including but are not limited to, unusual shaking, vibration, extreme temperatures (-25 F to 150 F), dust, and noise). This RFID is for the identification of asset operator personnel only and not in conjunction to section 3.3.4.4, Vehicle RFID, regarding the non-mandatory option for vehicle RFID.
- D. All aftermarket GPS devices installed at any time by the Contractor will be the most current available technology capable and will communicate with OBD II or CAN-bus control systems as appropriate, process telemetry and diagnostic data, including but not limited to, live asset instrument display (dash) odometer and/or dash hour-meter reading and emission control system information. In order to provide proper GPS device functionality, reporting capabilities, data integrity, and effective GPS device communication with onboard asset systems and data transmission network(s), device firmware will be updated regularly to match evolving asset control protocol and communication technology advancements and configured to eliminate interference with asset systems communication. If, during the contract period, technology evolves and devices update generationally, the contractor will make devices, installation services or OEM technology available for ordering agency to procure.

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- E. No component will cause harmful interference with, nor be adversely affected by mobile shortwave radio receivers or transmitters. The Contractor will supply and install any shielding or noise suppression equipment required to prevent transmission or receipt of harmful interference. As required by Part 15 of the Federal Communications Commission (FCC) Rules, a label will be placed in a conspicuous location on the main control unit that states the following: "This device complies with part 15 of the FCC rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation." This section applies to devices, connection harnesses, and any peripheral/associated equipment installed.
- F. Health Check
- Devices that have not reported via a key-on event within twenty-three (23) hours will "wake up" automatically and report location, condition, and battery voltage (internal and supplied).
 - The Application may query all devices daily to determine "Health" as an alternate method.
 - Supplied battery voltage trend analysis will be conducted each week on all installed and activated devices to preempt non-reporting devices. Contractor will notify ordering agency authorized personnel of assets identified in the analysis as suspect by supplying asset ID, device serial number, last reported location of asset trend analysis, and current supplied battery voltage.
- G. All aftermarket GPS devices for powered devices will be report, at a minimum, live asset dash odometer and/or dash hour-meter reading, Asset ID, battery voltage (internal and supplied), position information in latitude and longitude (per ping rate or event) from key on to key off, engine RPM information, asset operator ID, date and time of travel, speed, and any additional parameters available in industry as requested by ordering agency. Devices installed on non-self-propelled assets will report, at a minimum, Asset ID, internal battery charge level in volts, position information in latitude and longitude, and date of position information change. Costs for development of data points not currently available in industry will be established during the contract implementation as described in Section 3.15, Contract Execution.
- H. All GPS devices will obtain dash odometer and/or dash hour-meter values directly from the onboard computer data stream. If the dash odometer/hour-meter Parameter in Display (PID) is not available in the data stream, the data will be identified and supplied from the manufacturer data stream. When the dash odometer and/or Dash hour-meter PID is/are not available in any onboard data stream, any applied meter calculation algorithms will be calibrated within one hundred (100) miles for odometers and fifty (50) hours for hour-meters, or less per six (6) month time period. Manual adjustments of meter information from the calculations mentioned above will be updated annually by the Contractor in the Application. Contractor will supply an annual certification of accuracy of odometers and hour-meters to ordering agency.
- I. All GPS devices must provide usage and movement information for assets travelling at speeds slower than that of normal motorized assets (equal to or greater than one (1) mile per hour), including non-passenger assets.
- J. All GPS devices will be configured to operate, report, and communicate within a primary voltage range of 6vdc (volts direct current) – 36vdc as supplied by each individual asset platform. No voltage converter or reducers will be allowed.
- K. Additional devices, components and hardware will be available for purchase by each ordering agency, to avoid downtime and ensure new assets have GPS installed with little delay. Cost for surplus devices and equipment will not exceed the initial Contract quoted price.
- L. Each GPS device must incorporate input/output ports to accommodate asset operator ID method, alert buzzer for asset operator ID, and two (2) additional port for potential expansion.
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- M. Compliant with Federal Motor Carrier Standards (FMCS) regulations for collecting and reporting Daily Vehicle Inspection Reports (DVIR) and Electronic Logging Device (ELD), current at the time of bid.

3.3.4.1 Battery Back-Up (NMS)

It is preferred that all aftermarket GPS devices installed by the contractor are equipped with internal battery backup power capable of sustaining temporary, communication upon disconnect from, or loss of, asset primary power source. The GPS device shall be configured to alert the Contractor and ordering agency of the power disconnect/failure via SMS, MMS, and/or E-mail alerts within one (1) minute of event. Contractor will respond by locating the asset within three (3) calendar days and schedule necessary repairs. Repairs will be completed within five (5) calendar days from failure or service fee for that month will be forfeited. Contractor will provide accounting for all non-reporting units in a format acceptable to the ordering agency on a weekly basis and will account for and remove non-repaired/non-reporting units from the monthly service invoice. This accounting will provide asset information, last reported date, last reported asset location, reason for non-reporting unit, and reason for non-reporting beyond the five (5) calendar days' repair requirement.

This is a non-mandatory scored requirement. Bidders meeting this requirement will be scored as specified in Section 6, Evaluation. Bidders shall confirm the ability to meet this requirement in Exhibit 8.19, Technical Questionnaire.

3.3.4.2 Non-Self-Propelled (Category 4) (M)

Selected assets that do not have an electrical system will be equipped with GPS devices powered by an internal rechargeable battery. Devices shall be capable of providing utilization information such as, but not limited to, hours of use, days of use, distance travelled, and location. Devices may be equipped with solar panels to facilitate charging of internal battery. If solar is not an option, contractor must provide alternative means of battery charging. For trailer applications the device will be connected to the tow asset power supply when the trailer cord is connected and will use this power supply to charge the internal battery and power the device.

Selected assets that have mounted powered equipment will be equipped with the asset operator ID option. Usage data, including but not limited to, days and hours of use, will be provided. Data points reported/required are specific to ordering agency operational needs will be determined by Contractor and ordering agency during the consulting period.

3.3.4.3 Automated Vehicle Location (AVL) (M)

Contractor shall provide AVL options for Heavy Duty assets and other assets as needed. AVL shall provide real time data collection, control, data analysis and reporting as described below:

- Must be in compliance with state and federal asset operator reporting requirements
- Collect real-time data necessary to support cost savings for winter maintenance compatible with communication protocols such as Clear Roads "CR 14-04 Plug and Play" or equivalent.
- Automate the collection and reporting of highway maintenance activities
- Provide video feed of winter maintenance activities
- Real time tracking of assets for highway incident response and winter operations
- Achieve a ROI that at a minimum sustains the use of a telematics program

The Contractor will provide all equipment, service and labor to collect the data necessary to assess the current conditions associated with each of the objectives listed above.

AVL Program and Services shall meet the following requirements:

- Compatibility with a wide variety of light duty and heavy duty vehicles
- All cellular and GPS antennas shall be internal to the unit
- Contain serial ports for Power Take Off (PTO) inputs
- Contain battery power for unpowered assets or a rechargeable solution
- Alternate communications modem, i.e. satellite modem, for areas with limited cell service
- Provide real-time PTO tracking; service and detailed reporting and alerts, including:
 - Spreader operation
 - Brine control
 - Material flow
 - Plow operation
 - Wiper operation
 - Forward and rear facing video feeds
 - Warning lamp operation
 - Current weather conditions, including road surface temp and pavement conditions
- Ability to provide real-time asset control, detailed reporting and alerts, including:
 - ELD (www.fmcsa.dot.gov/hours-service/elds/electronic-logging-devices)
 - Daily Vehicle Inspection Records (DVIR)
 - Video capability for reporting out of service items
 - PTO work time
- Compliance with FMCS regulations for DVIR and ELD current at the time of bid
- Ability to interface with Asset Works Fleet Anywhere (FA) and Hansen Integrated Maintenance Management Systems (IMMS) to collect/input the following data:
 - DVIR data (FA and IMMS)
 - Out of service report data (FA and IMMS)
 - Subsystems and PTO data (FA and IMMS)
 - Component data (FA and IMMS)
 - ELD asset operator ID, duty status and hours of service (IMMS)
 - Material data (IMMS)
 - Highway Maintenance Reports (IMMS)
- AVL Software Requirements:
 - Provides web based program access that requires no software installation to state computers
 - Provides continual program updates through the web without service interruption
 - Provides the administrative ability to include unlimited users, unlimited grouping hierarchy, unlimited geo-fences, and methods to group assets outside of the normal grouping hierarchy
- All aftermarket hardware shall meet, at a minimum, and be installed in accordance with:
Caltrans electronic/electrical quality standards which can be viewed at:
http://www.dot.ca.gov/equipment/QualityStandards/Electric/Electric_pdf/Electrical.pdf

3.3.4.4 Vehicle RFID (NMS)

Bidders proposing vehicle RFID capabilities, as described below, will receive additional points. To receive points, bidders must confirm their ability to meet this requirement in Exhibit 8.19 Technical Questionnaire.

Passive RFID uses a reader that transmits a very powerful low-frequency radio frequency signal to an RFID sticker. This sticker is made only of metal and silicone and has no battery. The electrons in the RFID sticker become excited and begin to flow from the signal, causing the chip to wake up and transmit back to the reader at a much higher frequency.

Active RFID doesn't get the power it needs to transmit from an exciter but rather from a battery. The tag typically contains a Bluetooth chip and a single antenna. Every couple milliseconds, the tag transmits its identity to a reader. This vehicle RFID option, if offered, is to identify the vehicle location only and is not part of the mandatory operator RFID described in Section 3.3.4 (C).

This is a non-mandatory scored requirement. Bidders meeting this requirement will be scored as specified in Section 6, Evaluation. Bidders shall confirm the ability to meet this requirement in Exhibit 8.19, Technical Questionnaire.

3.3.5 Data Storage Services (M)

- A. The Contractor will provide a secure confidential Data Warehouse, and help desk facility with an uninterruptible power source, firewall protections, and a backup disaster recovery plan.
- B. The Data Warehouse will operate twenty-four (24) hours a day, seven (7) days a week, including holidays. The contractor must ensure that all data, data transmissions, and data storage is kept secure and confidential. The State does not expect 100% uptime on the Data Services, but the level of service provided with this contract will include a twenty-four (24)-hour notice for scheduled maintenance and must be communicated to the Ordering Agency at least twenty-four (24) hours prior. Maintenance should be scheduled outside normal business hours. Unanticipated downtime must be addressed within one (1) hour.
- C. The Data Warehouse will have a backup power supply to maintain continuous operations in the event of utility power failures. The service center will have duplicate computers for redundancy, with the ability to, at a minimum, permit restoration of data collection and user monitoring services within twenty-four hours after computer failure.
- D. The Data Warehouse will have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.
- E. The contractor will have a written Emergency Disaster Recovery Plan at the start of the contract. The associated system and equipment will provide support in case of failures in power, telephone system, data networking equipment at its host site to the user-level equipment provided by the Contractor, due to the following but not limited to, all natural or man-made disasters including flood or fire at the data storage and reporting center. A written Emergency Disaster Recovery Plan shall be provided at time of bid submission.
- F. All data produced will be the property of ordering agency and will be available for retrieval twenty-four (24) hours a day, seven (7) days a week, including holidays for a minimum of two (2) rolling years. The overwrite rate will be one (1) month and begin with the oldest data first. Data will be retained for a minimum of two (2) rolling years before overwrite (overwrite rate will be one (1) month), archiving, or deletion with the option for ordering agency to download the data prior to overwrite, archiving, or deletion. The download will be available in Excel, Comma Separated Value, or other agreed upon form.

- G. The data will be stored in and queried from a stable, relational database. All data corrections will reflect across the entire database system. All data must be encrypted at rest using Transparent Data Encryption (TDE) or like technology.
- H. Data points as defined during the implementation process between the Contractor and ordering agency will integrate with Fleet Management Software/Programs in use by ordering agency via PI or equivalent means.
- I. Ordering agency will regularly batch or import new data into, or update data in the Contractor database. This will include a batch in or import geofence information or as a regular update batch on the asset hierarchy. This will reduce the time otherwise needed to manually enter or update data and reduce the potential for errors in the data. Updates can be completed by ordering agency or by the Contractor. Proof of successful batch or update completion is required if completed by Contractor and will be provided to the ordering agency.
- J. During the implementation of the project the Contractor will work with ordering agency to create a Data Mapping Specification to ensure the ability to bilaterally move data from an ordering agency system to the Contractor system.
- K. All data collected by Contractor is owned by the ordering agency. Any use of, or change to, ordering agency data must be approved by the ordering agency, in writing prior to use of, or change to ordering agency data.
- L. The Data Warehouse will have bidirectional secure and encrypted communication with the Contractor Application portal.
- M. Ordering agency shall have the option to direct data to multiple alternative "cloud" or data warehouses instead of, or in addition to, the Contractor's database.

3.3.6 Enterprise-Level Web Based Data Application (Application) (M)

- A. The Application will allow state personnel to access securely the asset data stored in the Data Warehouse. The Application will provide pre-configured, customizable, viewable, printable and downloadable reports as described in section 3.3.7 Web Application Reports, and has the capability of configuring and sending SMS, MMS or email alerts to users defined from within the Application, for each user. Data will be collected every one (1) second and transmitted directly to the Application of each ordering agency via cloud-based PI.
- B. The Contractor will offer this service in such a manner that the ordering agency has no responsibility for the database, the Application software, or the technical infrastructure and associated processes and procedures. Access to the Application and the underlying database will be provided through the web will be secure, encrypted and role-based.
- C. The Contractor will provide an internet secure link to ordering agency to the Contractor's Application and server with all data processing functions occurring solely on the Contractor's servers.
- D. The Application will not require installation of Bidder provided software or applications on state-owned computers.
- E. The Contractor will notify the ordering agency by phone and/or email thirty (30) calendar days prior to implementing Application system changes. Sixty (60) calendar day notice is required for database structure changes. All changes must be tested for functionality prior to release. All data will be backed-up prior to release of any changes. At least one (1) prior version of the backed up data should be available, tested and ready in the event a roll back is required.

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- F. The Application will provide the ability to overlay map an asset's location throughout the day and provide viewable, printable, and downloadable reports for each data type collected or calculated. The mapping overlay will be a seamless route tracking log of the fleet asset movement during the given time parameters. These reports will be customizable by authorized ordering agency via the Application interface.
- G. The Application UI map should be updated with the current vehicles location within thirty (30) seconds of vehicle movement
- H. Due to possible data drift for calculated odometer and hour-meter readings, the Application will accept odometer and hour-meter corrections for all platforms. Any odometer or hour-meter corrections entered will be actual dash odometer and dash hour-meter readings and will overwrite and eliminate the previous value causing the Application to display and store odometer and/or hour-meter increases based on this new value and cascade backward replacing previous odometer and hour-meter values based on the corrected value for data continuity and integrity.
- I. The Application will accommodate an unlimited user base with a minimum of one thousand (1,000) concurrent users per ordering agency account.
- J. The Application will support user hierarchy (role-based) Application access levels based on user ID's and passwords. All passwords must adhere with secure salted password hashing standards. Moreover, the solution must be configured to enable the agency to set a date for password changes if required. The Contractor will establish the initial ordering agency user accounts based on personnel information provided by the ordering agency during the consulting phase. The Contractor's customer support will provide ongoing support for user hierarchy, report data entry, and report generation for the term of the contract. Parameters, included but not limited to the following, will be a one click yes/no adjustment parameter for each classification/user and shall be standalone (not group dependent):
- View Data – Current Location
 - View Data/Run Reports – Historical Location
 - View Data – Asset Diagnostics
 - View Data – Asset Operator
 - Run Reports – Asset Diagnostics
 - Manage Users
 - Manage Groups
 - Register/Edit Assets
 - Edit Odometer/ECM engine hours
 - Manage Geofences
 - Manage Scheduled Reports
 - Manage Alerts
 - Run Device Reports
 - View All Users
 - Manage Asset Operators
 - Manage Asset Operator ID Key Assignments
 - Manage Asset Operator Schedules
 - View Analytics Dashboard
 - View Asset Operator Behavior Dashboard
 - Show Asset Operator Information
 - Public Geofence Creation
- K. User hierarchy templates will be available, customizable, and one (1) click or equivalent, if approved by ordering agency and assignable to speed the process of establishing user rights. Initial templates will be created by the Contractor based on the rights hierarchy provided by the ordering agency. Authorized
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personnel will have rights to create, edit, and assign custom rights and edit the templates mentioned above on an as needed basis.

- L. Provisions to mask certain data points, such as operator and location, will be available based on user hierarchy.
- M. Each ordering agency will supply a list of authorized personnel to the Contractor during project implementation process. The authorized personnel will have access to the Application twenty-four (24) hours a day, seven (7) days per week, including holidays. Personnel changes will be made as needed by each ordering agency through the administrator account by e-mail or by phone request to Contractor. The State does not expect 100% uptime on the web application, but the level of service provided with this contract will include a twenty-four (24) hour notice for scheduled maintenance. Maintenance should be scheduled outside normal business hours. Unanticipated downtime must be addressed within one (1) hour.
- N. The Application will allow for unlimited location pings or event based data transmission for each asset (with key on or off) twenty-four (24) hours a day, seven (7) days a week, including all holidays. The State does not expect 100% uptime on the web application, but the level of service provided with this contract will include a twenty-four (24) hour notice for scheduled maintenance. Maintenance should be scheduled outside normal business hours. Unanticipated downtime must be addressed within one (1) hour.
- O. The Application will have acceptable processing performance for mapping and tracking data. Acceptable is defined as a response time of between three to four (3-4) seconds for standard and ten (10) seconds to run complex process and content availability of 99.9 percent of the time.
- P. The Contractor will provide the ability to download or export all data directly from the Application.
- Q. The Application will allow users to access the application over a Secure Socket Layer connection with 256-bit encryption or equivalent utilizing Microsoft Internet Explorer 11 or higher, Mozilla Firefox, or Google Chrome web browsers.
- R. The overlay maps will work on all computers with Windows 7 or later, with at least 2GB of RAM, and Microsoft Internet Explorer 11 or higher, Mozilla Firefox, or Google Chrome web browsers.
- S. The Application will have the ability to geofence, both private and public. Any user created public geofences will be viewable to authorized personnel. Private geofences will be viewable to only that user account. When a user account is disabled, any geofences can be assigned to another account, or deleted by authorized personnel.
- T. The Application will have a scalable search functionality. The ordering agency will have access to search based on ordering agency defined hierarchies, asset identifiers (year, make, model, Vehicle Identification Number (VIN) or Asset ID). A wildcard search feature is required.
- U. The Application database will be compatibly structured to allow seamless data transfer to the ordering agency's servers at any time if deemed necessary by the ordering agency.
- V. The Application will have real-time, secure bidirectional information transfer with the User Portal and Contractor Data Warehouse.
- W. The Application will allow users to access the application utilizing Microsoft Internet Explorer 11 or higher, Mozilla Firefox, or Google Chrome web browsers.
- X. The Application data transmission shall use Transport Layer Security (TLS) 1.2 and above.
- Y. The Contractor shall patch operating software for vulnerability at a minimum every thirty (30) calendar days. Additionally, the vendor shall implement a process that recognizes zero day, critical and high

vulnerabilities and must work with the agency to deploy the remediation/patching required with an expeditious manner to avoid possible risks to the agency's information and information assets.

Z. *All hardware shall have a bar code or QR label affixed. Prior to each installation all hardware data shall be scanned and logged. At a minimum, the following data shall be captured:*

- Asset Identification number
- VIN
- Year/Make/Model
- Telemetry Harness Type and part number
- Telemetry/GPS device model and serial number

3.3.6.1 Telemetry and GPS Systems Mobile Application (Mobile App) (NMS)

Bidder may propose to offer a Mobile App, compatible with IOS, Android, and Windows. No other component except the Mobile App will be needed to run the application. The Mobile App will also mirror the security requirements of data transmissions outlined in Section 3.3.9 Security. The Mobile App will have a secure login, single sign on (SSO) identical to secure login for application that reflects the user rights of the application and allows for all functionality, with an emphasis on registering assets, activating and deactivating devices, and location of assets. Mobile App asset registration will be through manual entry or by QR Code scanning. Mobile App must be running for the life of the contract if offered.

This is a non-mandatory scored requirement. Bidders meeting this requirement will be scored as specified in Section 6, Evaluation. Bidders shall confirm the ability to meet this requirement in Exhibit 8.19, Technical Questionnaire.

3.3.7 Web Application Reporting (M)

The Application will provide or generate the reports described within this section, if the required data is available from each selected asset. Reports will provide real time information, as needed. Reports will be available in the Application for a minimum of two (2) years. The reports will be provided at no additional cost. If reports include confidential, personally identifiable, or sensitive information, those reports must be labeled (Confidential). Information classification can be referenced in the SIMM5305-A section.

All reports will have minimum capabilities of being queried, sorted and filtered by any field contained in the report and by data parameters such as date or date range, asset IDs, hierarchy, asset operator, geofence activity, or other parameters as agreed upon by ordering agency.

Reports will be readable on screen, printable and downloadable. Reports will be downloadable from the Application and be transmitted to the ordering agency via a scheduled email when report size allows, in any of the formats listed below. Zip file format or an option like dropbox will be used when emailing report(s) or data, where possible. Where the data transmission exceeds the allowable size for emailing, even with Zip file format, a Secure File Sharing process will be created. The Application will also have an ad hoc reporting feature, which allows for creation of reports that can be one time reports or become a regularly generated report. Available file types will include Excel (2013 or newer), Portable Document Format (.PDF), text comma delimited (.txt), Comma Separated Values (.CSV), and Hypertext Markup Language (HTML) at a minimum. Report(s) will be subject to approval by the ordering agency.

3.3.7.1 Overlay Mapping Analysis

- Asset's location will be tracked and its travel plotted with no gaps between reporting points including directional arrows at reporting points on current maps. Travel will be depicted in lines corresponding to traveled route on up to date maps. Route will correspond to roadway traveled.
- The Contractor is responsible for identifying gaps in data. All gaps in data will be investigated and acted upon by the Contractor to minimize impact to the ordering agency. The Contractor will report to the ordering agency all data gap instances and proposed solutions including time lines to correct the cause. If the cause is not related to hardware malfunction, data transmission coverage issue, or installation fault, the Contractor will provide a detailed report of actionable findings to the ordering agency. Reporting will occur within one (1) week of gap occurrence, in writing. Acceptable formats are .PDF, .txt, e-mail, or Word (.doc).
- Mapping will plot and provide latitude and longitude coordinates and nearest address if available. The pinged asset location or event based data transmission should take no longer than thirty (30) seconds to be received via Application overlay map. The ping or event based data transmission will locate the asset regardless of ignition status.
- Overlay maps will be easy to navigate for an accurate depiction of the assets daily movements. Easy navigation means web users are able to easily find and identify daily movements of assets in a consistent manner.
- Overlay maps will load within a ten (10) second timeframe.
- Overlay maps and asset location will be updated within thirty (30) seconds when a device condition/health check is requested via the application portal.
- Overlay mapping will be scalable to display individual assets up to and including a nationwide view.
- Mapping will include selectable views allowing District, County, Region, and Zip Code boundaries to be added individually or in groups overlaid on the map display. Asset activity associated with these boundaries will be accessible in the Application and in report generation.

3.3.7.2 Application Generated Reports

The Application will generate the following pre-built (canned) reports through the secure internet site. All canned data will be available through the Application. All canned reports will be scalable, at a minimum, by:

- Asset(s) ID
- Asset operator name(s) and ID number(s)
- GPS device type and serial number
- Asset(s) odometer value
- Asset(s) summed mileage
- Alerts
- Geofence location(s)/violation(s)
- Ordering agency groups
- Ordering agency hierarchy
- VIN

- Asset year
- Asset manufacturer
- Asset model
- Asset fuel type
- Ordering agency defined regions, or
- Ordering agency assigned asset attributes

3.3.7.3 Equipment Report

The Application will provide an on demand report of all assigned Asset (in use). The report will include at a minimum:

- Asset ID
- Ordering Agency hierarchy
- Current dash odometer reading
- Asset operator name and ID number
- Asset year
- Asset make
- Asset model
- Contractor device serial number
- VIN
- Location latitude and longitude, nearest address where available and geofence information

3.3.7.4 Equipment Alert Report

The Application will provide at a minimum the ability to generate an alert report queried by Asset ID and date parameters. This report will be available on demand or as a scheduled daily, weekly or monthly delivered report. Alerts may be sent via e-mail, SMS or MMS. Alert data will include, but not be limited to:

- Identifying the type and time of alert, example MIL commanded on (as applicable)
- Excessive idling
- Speeding
- Off network
- Non-reporting unit
- Device disconnected
- Battery or supply voltage near lower threshold
- Diagnostic Trouble Code
- Geofence entrance or exit
- Unidentified operator

3.3.7.5 Automobile Log Report

The Application will provide a report with the following data points for each trip in report form within any time period where the data is accessible. This report will be available on demand or as a scheduled daily, weekly or monthly delivered report:

- Asset ID
- Asset operator name and ID number
- Ordering agency hierarchy
- Date and time of travel
- Begin trip dash odometer/dash hour-meter

- End trip dash odometer/dash hour-meter
- Trip mileage
- Engine hours
- Trip start location
 - Latitude and Longitude
 - Nearest address where available
 - Geofence information
- Trip end location
 - Latitude and Longitude
 - Nearest address where available
 - Geofence information
 - Hyperlink to map for each location
 - Overnight storage location for date of trip(s)

3.3.7.6 Usage Summary Report

The Application will generate a total usage summary report within any time period where the data is accessible, for a little as a one-hour time period and up to a year, indicating actual number of assets used during the selected time period. This report will be available on demand or as a scheduled daily, weekly or monthly delivered report. This report will be summed by Asset ID. This report will be detailed to reflect the:

- Asset ID
- Ordering agency hierarchy
- Days used
- Begin dash odometer/dash hour-meter value
- End dash odometer/dash hour-meter value
- Mileage and/or hours used
- Overnight storage location
- Start latitude and longitude
- End latitude and longitude
- Nearest Addresses where available
- Hyperlink to map for each location
- Any geofences the asset stopped within
- Fuel used for the time period

3.3.7.7 Activity Detail Report

This report will show all of the asset activity data listed below, and be adjustable to any time range as for a little as a one-hour time period and up to a year. This report will be available on demand or as a scheduled daily, weekly or monthly delivered report. ordering agency will have rights to pull up to one (1) month of time, in one request. This will be ping by ping (or event by event) for the time period requested. Map route tracking log will be available at a minimum for one (1) month in the Application portal and a minimum of two (2) years in the Application database. The report will provide, for each ping/event:

- Asset ID
- Asset operator name and ID number
- Ordering agency hierarchy
- Latitude and longitude location for each ping

- Asset hierarchy information
- Hyperlink to map for each location
- Nearest Addresses where available
- Date and time of each ping
- Asset operator ID for each ping
- Ignition Status for each ping
- Directional heading
- Average speed
- Max speed
- Instantaneous speed
- Posted speed

3.3.7.8 Fleet Asset Management Report

The Fleet Asset Management Report will be provided on a monthly basis and include the following data for the previous month time period:

- Days used
- Ending dash odometer value
- Ending hour-meter value
- Asset ID
- Asset Operator ID
- year/make/model
- VIN

3.3.7.9 Speeding Violation Report

A Speeding Violation Report will be provided on a weekly basis. This report will show the raw data and data in graph form. The report will be available in .PDF and Excel. Contractor must be willing to provide a subject matter expert to stand behind their data in a court of law if required. If required by an agency to provide a subject matter expert in a court of law, the applicable agency shall pay for any costs and expenses incurred by Contractor to satisfy the applicable agency's request. This report will include and be scalable by:

- Asset ID
- Asset operator name and ID number
- Ordering agency hierarchy
- Average speed
- Minimum speed
- Maximum speed
- Duration of speed
- Posted speed
- Latitude and longitude
- Hyperlink to map for each location
- Nearest address where available
- Ordering agency defined hierarchy

3.3.7.10 Overnight Storage Report

The Overnight Storage Report will be provided on a monthly basis and cover a one-month time period, but will also be available on demand and for any time period up to one (1) year of data. This report will identify the overnight storage location for all assets and will include:

- Asset ID
- Asset operator name and ID number
- Ordering agency hierarchy
- Date
- Time
- Begin of day location latitude and longitude and nearest address where available)
- End of day location (latitude and longitude and nearest address where available)
- Hyperlink to map for begin and end locations
- Mileage traveled
- Engine hours for the day

3.3.7.11 Key Fob “Frequently Operated Button” Compliance Report (Asset Operator ID)

The Key Fob Compliance Report will be provided on a weekly basis, and on demand. The ordering agency will also have rights to pull this report for any time period up to one (1) year. This report will provide, per trip, if an asset operator was assigned for the trip. This report will show the raw data and the data in graph format acceptable to ordering agency.

3.3.7.12 Malfunction Indicator Lamp Report:

The Malfunction Indicator Lamp (MIL) report will be schedulable, on all applicable asset(s), and contain, at a minimum, the following data points:

- VIN
- Asset ID
- Ordering agency hierarchy
- License Number
- Year
- Make
- Model
- Fuel Type
- MIL status (on/off)
- Active DTC's
- Monitor Status (complete/incomplete):
 - Catalyst
 - Fuel System
 - Oxygen Sensor(s)
 - Oxygen Sensor Heater(s)
 - Secondary Air System
 - Misfire
 - Comprehensive Component
 - Exhaust Gas Recirculation System
 - Evaporative System
 - Heated Catalyst

The MIL report will have the following filters based on current BAR/CARB program requirements and regulations:

- Pass
- Failed
- Ineligible – Indicates assets not subject to BAR/CARB smog check
- CTP – Indicates assets participating in BAR/CTP Program

3.3.7.13 Custom Reporting Requirements

The Contractor agrees to work with ordering agency to meet the evolving reporting needs of ordering agency. Reports will be created as part of the Contract with no additional charges to ordering agency. Reports may be one-time reports, for a particular project or need, or regularly scheduled reports, delivered by e-mail when size allows, or available for download through the Application. All reports are scalable by the same parameters as the canned reports. All reports will include the ordering agency defined asset hierarchy. Ordering agency defined asset operator hierarchy will also be included whenever a report requires asset operator information.

3.3.8 Program Interface (PI) (M)

A. The PI shall be capable of providing bidirectional, real-time information transfer between:

- The Application
- Ordering agency fleet management software
- ELD
- Ordering agency's electric vehicle charger network
- Ordering agency bulk fuel network
- Ordering agency commercial fuel network
- The State of California's, Employee Identity Software, per ordering agency.

The PI will provide one directional, real-time information to the BAR CTP, DGS Office of Fleet Asset Management (OFAM) Fleet Asset Management System (FAMS) and ordering agency ESRI software. At this time, BAR and ESRI are the only known working PI. Contractor must be able to work with agencies on additional PI. The Application information transfer will be seamless, undetectable to log in users, and will not require portal exit log out to execute. Information must be accessible to authorized fleet managers.

- B. Required data elements will be collected and an ability provided to integrate those data elements via free PIs into third-party application for reporting. Third-party application could include fleet asset management software, such as AssetWorks.
- C. The PI will push available industry standard diagnostic information to the fleet management software, as required by the ordering agency.
- D. The PI will push dash odometer, dash hour-meter, engine hour usage, days of use, overnight storage location, and other usage information to be determined, as needed to the ordering agency fleet management software.
- E. The PI will pull asset information, such as hierarchy, year, make, model, VIN, license plate and other asset identifying information, as needed from the fleet management software.
- F. Further data definitions, data mapping specifications, and Representational State Transfer Architecture (RESTful) services will be developed during the consulting period.

- G. The Roadmap will also be developed during the consulting period and agreed upon by the Contractor and ordering agency. The Roadmap will include potential changes in ordering agency data needs, fleet management software or need for other changes to the data definitions or RESTful services.
- H. The security and privacy of the PI will meet or exceed the security and privacy requirements of the Application as stated in Section 3.3.9, Security.
- I. The terms of service and service level for the PI will be established by a collaborative team comprised of Contractor, ordering agency, and ordering agency IT and will be drafted during the consulting phase by the Bidder in writing. The Contractor must obtain ordering agency, and ordering agency IT written approval prior to commencement.
- J. Any licensing (interface, data, code) and any policies will be provided in writing by the Contractor. Contractor must obtain ordering agency, and ordering agency IT written approval prior to commencement.
- K. A Changelog will be provided, in writing, to ordering agency. The Changelog will include records of requests for changes from ordering agency, new version released information, changes between versions, bugs found, bug solutions, patch data, project phases, and other changes as decided by ordering agency. The Changelog will include a minimum date of change, date of ordering agency notification, bugs or errors arising from changes, and other information as needed by ordering agency and Contractor Technical Lead.
- L. The PI will be available twenty-four (24) hours a day, seven (7) days a week, including all holidays, unless notification is given twenty-four (24) hours in advance, for updates or upgrades to the PI. The updates or upgrades to PI should be completed after regular business hours of 6 AM to 5 PM PT. The State does not expect 100% uptime, but the level of service provided with this contract will include a twenty-four (24)-hour notice for scheduled maintenance. Maintenance should be scheduled outside normal business hours. Unanticipated downtime must be addressed within one (1) hour.
- M. Training will be provided to designated ordering agency staff for use of the PI as described in 3.10.6, Training.
- N. The PI will be supported at no additional cost to the ordering agencies, as any other service in the contract.
- O. The Contractor shall patch operating software for vulnerability, at a minimum, every thirty (30) calendar days.

3.3.9 Security (M)

The minimum standards for security are listed below:

- A. The Contractor will have a written risk management process for data loss and data breach of servers, web application, PI, devices, or asset through devices after the implementation meeting with the ordering agency.
- B. Data Warehouse security processes, firewalls, and communication encryption will be provided in writing after the implementation meeting with the ordering agency.
- C. In the event of a breach, the Contractor will disclose as required by the California Civil Code 1798.29, Section 1, Section 1.5, and Section 2.
- D. The Contractor will comply with Advanced Encryption Standard 256 (AES 256) or greater for data transmissions, including ordering agency-to-server, server-to-server communication, as well as any data transfer between core systems and third party systems wired or wireless. Unencrypted communication is permissible within a protected authorized boundary, for example, internal server-to-server communications within a protected Amazon Web Services (AWS) Virtual Private Cloud (VPC).

- E. The physical data centers will only allow access to authorized employees.
- F. The physical data centers will have back up power capable of sustaining data center power needs with the ability to, at a minimum, permit restoration of data collection and user monitoring services within twenty-four hours after power failure.
- G. The Application will employ Secure File Transfer Protocol and Secure Hypertext Transfer Protocol.
- H. Contractor will audit its own security policies and procedures at least yearly and update/upgrade as technology advances. Contractor shall provide a copy of the annual audit at no cost. The data contained in the annual report will be certified by the Contractor for accuracy.
- I. All data will be backed up daily. All data backups will be restored and tested annually to ensure that the backups' data integrity is preserved. The vendor must coordinate with the agency the test validation and provide the results of the validated restore.
- J. The system shall be compliant with State Model: Cloud Computing Special Provisions for Software as a Service (SaaS) See Exhibit 8.24 Cloud Computing Special Provisions.

The asset data shall be securely encrypted during transmission from the embedded or aftermarket device and transmitted via cellular and satellite network, or combination of data transmission services to a Contractor and/or ordering agency's owned data warehouse.

3.3.9.1 Federal Information Processing Standards (NMS)

Federal Information Processing Standards 140-2, Level 1 shall apply to all employed cryptographic modules. Certificate and accreditation must be maintained throughout the life of the contract. Additionally, the solution should operate with FIPS mode enabled.

This is a non-mandatory scored requirement. Bidders meeting this requirement will be scored as specified in Section 6, Evaluation. Bidders shall confirm the ability to meet this requirement in Exhibit 8.19, Technical Questionnaire.

3.3.10 Non-Core Catalog Items (M)

Only products meeting or exceeding the requirements within each category may be purchased under any contract resulting from this RFP. Non-Core Catalog Items shall be offered at the discount quoted in Exhibit 8.21, Cost Workbook. Non-Core Catalog Items may include any components related to Telemetry and GPS Systems and services. Such items may include, but are not limited to:

- Driver Identification Device (Key FOB)
- Key FOB Tethers
- Key FOB Readers
- Alternate Power Supply Harness
- Heavy Duty/CanBus Harness
- Light Duty/OBD Harness
- AVL Processor/Interface
- Satellite Modems
- Network Extenders
- AVL Components required to operate mandatory hardware requirements in Section 3.3.4.3 AVL.

Offers for any items may be offered at a greater discount than the quoted Non-Core Catalog discount. Offers for non-core items at a lesser discount will not be considered.

Products outside the scope of an awarded category may not be purchased from a contract resulting from this solicitation.

3.3.11 Product Substitutions/Discontinued Items (M)

The products proposed to meet the requirements of this RFP must be available throughout the duration of the contract term. If, during the life of the contract, a contract product or configuration is discontinued, the Contractor shall notify the State Contract Administrator (CA) in writing and propose a comparable substitute product or configuration at least thirty (30) calendar days prior to product or configuration discontinuation. The State CA will review the substitute product and determine acceptability.

Once the substitute product has been approved, the State CA will provide written approval to the Contractor to update contract item information per Section 3.8, Electronic Catalog/Contract Website. These changes will be made in the form of a contract supplement.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extension, including upon approved substitution.

If no substitute product is available that meets or exceeds the specifications due to fundamental technology or market change, the State may alter the configuration requirements to meet the updated marketplace standards. Obsolescence of a configuration may be determined at the State's discretion.

The Contractor shall not substitute products or configurations or modify catalog information without written approval from the State CA.

3.3.12 Product Refresh (M)

The State expects Telemetry and GPS Systems and associated products to be periodically updated as technology changes. Contractor is required to:

- Support this effort throughout the life of the resulting contract.
- Maintain the blanket government discounts at the levels set forth in the contract, even as configurations evolve.
- Proactively report to the State CA at least every six (6) months, or as needed, on changes in technology and make recommendations for model changes for each configuration based on product life cycles.
- Notify the State CA regarding product replacement at end of product life cycle or End of Life (EOL) at least sixty (60) calendar days prior to the EOL date.
- At the time of refresh notification, Contractor shall provide to the State CA the following:
 - Description of items going EOL and their replacements
 - A side by side comparison of the proposed product to the product being replaced and its corresponding configuration specifications.
 - An up to date Road Map of the products proposed to refresh the configurations.
 - An OEM price list containing the items offered in the proposed refreshed line items.

3.3.13 Peripherals (M)

Peripherals extend the functionality without modifying the core components of the system. The Contractor shall provide the warranty service and maintenance for all peripherals on the Contract.

3.4 Software Products

3.4.1 Systems Operating Software (M)

Contractor shall provide the most current systems operating software to provide fully functional Telemetry and GPS Systems equipment unless otherwise specified in the purchase order. The Contractor will deliver

all original software media and manuals with the delivered products. If the original operating system media is not delivered with the products, the Contractor must provide recovery media with the system.

These software products shall be available throughout the contract duration, including any extension. Contractor must provide a perpetual license to the operating system.

3.4.2 Related Software (M)

Contractor must communicate and provide to the State (at no additional cost) updates and releases of related software required to make a complete working configurations.

3.4.3 Title (Software/Firmware) (M)

Contractor represents and warrants that it is the sole owner of the goods or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this contract. Contractor further warrants and represents that the software/firmware package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

3.5 Environmentally Preferable Purchasing Requirements

3.5.1 Post-Consumer Recycled Content Certification (M)

State departments are required to report purchases made within 11 product categories in the California Department of Resources Recycling and Recovery's (CalRecycle), formerly the California Integrated Waste Management Board, State Agency Buy Recycled Campaign (SABRC) per Public Contract Code (PCC) Sections 12200-12217.

In order to comply with those requirements, the Contractor will be required to certify, in writing, the minimum percentage, if not the exact percentage, of post-consumer recycled content material (PCRC) in each of the products offered as part of this solicitation. Per PCC Section 12205, the certification shall be provided regardless of content, even if the product contains no recycled material.

The PCRC Certification Workbook (Exhibit 8.17) contains the following documents:

- 1) PCRC Percentages Worksheet – Bidder shall complete the PCRC Percentages Worksheet listing the percentage of post-consumer recycled content material for each product offered.
- 2) Letter of Certification – Bidder shall print and sign the Letter of Certification certifying that the minimum percentage, if not exact percentage, listed in the PCRC Percentages Worksheet is accurate. The Letter of Certification shall be furnished under penalty of perjury. The Letter of Certification shall be provided regardless of content, even if the product contains no post-consumer recycled material.
- 3) Reportable Product Categories Table – This table is provided for informational purposes only and identifies the 11 reportable SABRC product categories.

During the life of the contract, the Bidder will be required to submit revised PCRC Certification Workbook information if percentages are adjusted or if substitute line items are approved by the State CA.

Bidder shall complete and submit Exhibit 8.17, PCRC Certification Workbook with their proposal or during the contract Execution period as identified in Section 3.15, Contract Execution.

3.5.2 Plastic Trash Bag Certification Violations (M)

Public Resources Code Section 42290, et seq., prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic bag certification requirements. This includes award of a state contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award, the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current California Department of Resources Recycling and Recovery (CalRecycle) noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the CalRecycle of the proposed award and afford CalRecycle the opportunity to advise the State. No award will be made when either the Bidder or a subcontractor has been identified either by the published list or by advice from CalRecycle, to be in violation of certification requirements.

3.5.3 Hazardous Materials Documentation (M)

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

3.5.4 Take Back (M)

Bidder shall make available a Take Back service for similar equipment, including other OEM equipment. It is mandatory that the Bidder offer this Take Back service. However, it is not mandatory that the ordering agency use the service offered. The equipment returned as part of the Take Back service shall be environmentally responsibly managed. To the greatest extent feasible, the equipment is to be refurbished for resale or recycled.

Prior to contract award, Bidder shall provide the following information during the contract execution period as identified in Section 3.15, Contract Execution:

- Name and address of equipment take back company(ies); including transporter company, if different.
- General description of what steps take place during the take back process: from pick-up to the refurbishment or recycling of the equipment. Include name and location of involved facilities.
- Brochure or website address documenting the Equipment Manufacturer's commitment to recycling or zero landfill disposal.
- Instruction on how to use the service (i.e., contact information).

The State reserves the right to remove and retain the Telemetry equipment, including but not limited to any hard disk drives in the equipment, prior to Take Back.

3.6 Warranty

3.6.1 Warranty (M)

Equipment provided will be covered under warranty for a minimum period of one (1) year. Warranty period will initiate when installation is complete, the system is activated verified functional, and transmitting accurate data. In the event any contractor supplied equipment becomes inoperative during the warranty period due to a malfunction or through normal use. *Battery warranty period shall be a minimum of 3 (three) years.*

Warranty repairs will take no longer than five (5) business days to resolve once the Contractor has received a request for repair via telephone, email, or facsimile. Contractor shall provide written acknowledgement of notification within twenty-four (24) hours to ordering agency.

The Contractor shall bear all material and labor costs for repair of equipment defects and failure during the warranty period. The Contractor shall be the main point of contact for all warranty issues and shall facilitate any necessary contact between the ordering agency and the manufacturer.

During the warranty period, the Contractor must:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

The warranty services listed shall include all products, software and firmware maintenance costs and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute products as necessary.

Substitute products will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the authorized purchaser's site until it is returned to the site in good operating condition.

Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor except in instances where the State chooses to keep the hard drives. Replacement parts installed will become the property of the authorized purchaser.

All operating system software and firmware will be considered an integral component of the equipment and the Contractor will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include products not provided under this contract. Warranty services also will not include repair of damage resulting from transportation by the authorized purchaser between state or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

3.6.1.1 Additional Warranty (NMS)

A warranty period exceeding the minimum one (1) year period will be scored as specified in Section 6, Evaluation.

This is a non-mandatory scored requirement. Bidders meeting this requirement will be scored as specified in Section 6, Evaluation. Bidders shall confirm the ability to meet this requirement in Exhibit 8.19, Technical Questionnaire.

3.6.2 Equipment Replacement During Warranty (M)

If a product provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in the awarded contract agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, the Bidder will upon the authorized purchaser's request, replace the product at no cost. The replacement product will be delivered no later than fifteen (15) working days after the authorized purchaser's request is received by the Contractor. Contractor shall acknowledge receipt of notification within twenty-four (24) hours to ordering agency. Replacement goods cannot be used, refurbished or recycled, and must be of equal or greater value.

3.6.3 Principle Period of Maintenance (PPM) (M)

The Contractor must provide warranty and unscheduled service calls for equipment failure in accordance with the following Principal Period of Maintenance (PPM) times after notification from an authorized purchaser of a problem with any of the goods included on contract.

- Metropolitan Areas shall be, Monday through Friday, eight (8) hour onsite response time or remediation in metropolitan areas, excluding state holidays.
- Non-Metropolitan Areas shall be two (2) hour call back response time, excluding state holidays. Remediation shall be underway within twenty-four (24) hours, including onsite if necessary.

Metropolitan Areas:

Counties

San Diego	Orange	Riverside	Los Angeles
San Francisco	Alameda	Sacramento	Santa Clara
San Bernardino	Yolo	Solano	Contra Costa
San Mateo			

Cities

Redding	Stockton	Bakersfield	Ventura
Tracy	San Quentin	Santa Rosa	Santa Barbara
Fontana	Fresno		

3.7 Pricing (MS)

This RFP and resulting contract will employ a discount-off list price structure. The discount percentage applied to each classification shall apply to all products or services applicable to that classification (e.g., all core configuration products will be sold at the discount off list price indicated by the core configuration discount) for all configurations within the relevant category.

The OEM's publically-available price list referenced shall include all products available in the categories proposed. Bidders shall provide a verifiable record of the submitted price list that will be approved by DGS/PD at final bid submission. Price list versions shall be identifiable by a revision date. In addition, the Bidder shall describe the navigation from their website homepage to their publically available price list webpage on Exhibit 8.11 Narrative Response.

Bidders shall provide the OEM MSRP/List Price and discount for each line item listed in Exhibit 8.21, Cost Workbook for all categories bid.

Pricing and discounts proposed in Exhibit 8.21, Cost Workbook will be evaluated and scored in accordance with Section 6, Evaluation.

3.7.1 Price Adjustments (M)

Each discount percentage is established in Exhibit 8.21, Cost Workbook. All discount percentages shall be firm fixed for core and non-core catalog items for the contract term, including any optional extension periods, unless a discount adjustment is negotiated. A discount percentage will not decrease during the contract term including any extension period. However, the list price for core items may fluctuate in the event of a Product Substitutions/Discontinued Items (refer to Section 3.3.10) or Product Refresh (refer to Section 3.3.11). The list price for non-core catalog items may fluctuate throughout the contract term.

3.8 Electronic Catalog/Contract Website (M)

Contractor shall develop and maintain an electronic catalog as part of a state contract website. The State contract website must be separate from the Bidder's commercially available (i.e., public) on-line catalog and ordering systems and shall contain only the contract line items and pricing as specified in the awarded contract. No other items or pricing may be shown in the electronic catalog without written approval from the State CA. The contract website shall offer twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance times. The State does not expect 100% uptime on the catalog, but the level of service provided with this contract will include a twenty-four (24)-hour notice for scheduled maintenance. Maintenance should be scheduled outside normal business hours. Unanticipated downtime must be addressed within one (1) hour. Redirection to the Bidder or reseller commercial website is prohibited.

3.8.1 Electronic Catalog/Contract Website Contents (M)

The State CA will review and determine acceptability of the website format and data. The Electronic Catalog for any given contract resulting from this RFP shall contain the following data elements at minimum:

- Detailed line item descriptions of awarded Telemetry and GPS Systems and Non-Core Catalog Items
- Warranty information
- State-specific contract current pricing
- SB/DVBE participation information
- Contractors' customer service contact information

3.8.2 Bidder Website Maintenance (M)

The Catalog shall be updated upon permanent change of any core items and OEM list price. Any and all changes to the Catalog must be submitted in writing to the State CA for review and approval. The Catalog must include any changes to list price and to models per Section 3.3.10, Product Substitutions/Discontinued Items.

3.9 Ordering

3.9.1 Pre-Order Consultation (Offer Generation) (M)

The contractor shall provide pre-sale pre-order technical consultation and configuration certifications to assure acquired configurations are operationally designed for the ordering agency's technical needs. Ordering agencies will assure that the Contractor has been appraised on the technical needs of the systems and components acquired under the contract.

3.9.2 Order Acceptance (M)

The Contractor shall accept orders from any state department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Are submitted without CA approval of non-core items
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any state department or local governmental agency for any other reason without written authorization from the State CA.

3.9.3 Purchase Execution (M)

State departments will submit orders directly to the Contractor via one of the ordering methods as specified in Section 3.9.5, Ordering Methods.

Orders will be submitted using a Purchasing Authority Purchase Order (Std. 65) or using the Fi\$Cal Purchase Order process.

Ordering agency shall provide a preliminary Statement of Work (SOW) with their order. The SOW will be finalized throughout implementation meetings between the ordering agencies and the Contractor.

Local governmental agencies may submit orders on their own purchase document directly to the Contractor via one of the ordering methods as specified in Section 3.9.5, Ordering Methods.

3.9.4 Minimum Order (M)

The minimum order is one (1) unit or service plan.

3.9.5 Ordering Methods (M)

The Contractor shall accept orders through the following methods:

- 1) Facsimile – A toll-free facsimile number to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Facsimile orders must be accepted between the hours of 8:00 AM and 5:00 PM (PT), Monday through Friday.
- 2) Mail – Contractor must have the capability to receive orders by mail in place before the commencement of this contract.
- 3) Email – An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract.

Prior to contract award, Contractor shall provide ordering information during the contract execution period as identified in Section 3.15, Contract Execution.

3.9.6 Order Acknowledgement (M)

The Contractor must provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within one (1) business day after receipt of an order. The acknowledgement will include:

- Contractor Order Number
- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

Prior to contract award, Contractor shall provide a copy of a preliminary order receipt acknowledgment during the contract execution period as identified in Section 3.15, Contract Execution.

3.9.7 Out-of-Stock Item Remedy (M)

Upon receipt of order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request back order

- Cancel the item from the order with no penalty

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State CA.

3.9.8 Discontinued Item Remedy (M)

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Section 3.3.10, Product Substitutions/Discontinued Items)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State CA.

3.10 Delivery

3.10.1 Free on Board (F.O.B) Destination (M)

All prices offered shall be F.O.B. destination, freight prepaid by the Contractor, to the ordering organization's final receiving point. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

3.10.2 Delivery Locations (M)

Deliveries are to be made statewide to the locations specified on the individual order, which may include but are not limited to, inside buildings, high-rise office buildings, and receiving docks.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area and San Diego Metropolitan Area during off-peak hours. Off-peak hours are 10:00AM to 4:00PM.

3.10.3 Delivery Schedules (M)

Full Implementation

Delivery and installation of Telemetry and GPS Systems will vary based on agreed upon schedule determined during the implementation meetings between ordering agency and Contractor. Refer to Section 3.15.2, Ordering Agency Implementation Meeting.

Individual Asset Up-fit

Individual asset up-fits may take place following a full fleet implementation. Contractor shall complete installation within five (5) business days after receipt of order or installation request.

Parts and Supplies

Delivery of ordered product shall be completed within fifteen (15) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time if delivery cannot be made within the time frame specified on the order.

3.10.4 Security Requirements for Institutions (M)

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers.

Security clearance procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

3.10.5 Installation (M)

- A. Installation will be provided in all areas of the state and will be included with the purchase of any device and hardware package. Hardware package includes all hardware and peripherals necessary for system functionality in each asset.
- B. New contractor is responsible to remove previously installed devices peripherals and associated wiring, returning asset to an operational state relative to the general condition of the asset, prior to installing their system components in accordance with Section 3.5.4, Take Back. Ordering agency will provide disposal instructions for removed hardware during the consulting period.
- C. Each ordering agency will provide a list of assets to be equipped with an in-asset GPS monitoring system. The assets may vary in classification (LD, HD, ZEV or NSP), model, make, year, and location within California. All hardware necessary for the installation, will be provided by the contractor at the time of installations on like asset model will be standardized to include wiring routing, device location, and location of power supply. The Contractor will supply service documentation for each model installation configuration to include location diagrams, photos of installed components, service instructions, and troubleshooting instructions. Service documentation packages will be supplied electronically to ordering agency's Contractor Manager and available on Contractor's Application.
- D. The Contractor is responsible for the project planning, implementation, logistics and scheduling of device installations in cooperation and coordination with ordering agency authorized personnel. Installations will typically be accomplished during regular business hours Monday through Friday, 8:00 AM to 5:00 PM, however local operational needs may require evening and weekend installation operations at no additional cost. Installation times will correspond to the asset's availability.
- E. The Contractor will provide an approved list of installers/field service technicians and/or installation facilities prior to project implementation. Installers that are Mobile Electronics Certified Professional (MECP) certified at the Advanced Level or above will receive additional points as described in Section 3.10.5.1, Mobile Electronics Certified Professional Installers. The Contractor is required to report installation personnel changes within two (2) days to the ordering agency.
- F. All installations will be completed at an installation location approved by the ordering agency. Changes to installation location require pre-approval by the ordering agency.
- G. During the contract period additional assets to be equipped with GPS systems will be identified by the ordering agency based on operational needs and service will be activated on new devices upon request of the ordering agency.
- H. Fleet size will vary due to acquisitions, sales, accidents, or unanticipated loss. The Contractor will work with ordering agency to develop a process to allow for deactivation of devices. Deactivated devices will have pro-rated service billing for the month the device was deactivated.

- I. All aftermarket installations will be hidden or protected to minimize tampering or accidental disconnection. All installations will be inspected and approved by ordering agency's authorized personnel prior to releasing the asset for service.
- J. No splicing of OEM wires will be allowed.
- K. All electronic/electrical installations will meet the applicable standards contained within the Caltrans' electronic/electrical standards, as stated in Section 3.3.8, Program Interface.
Caltrans electronic/electrical quality standards which can be viewed at:
http://www.dot.ca.gov/equipment/QualityStandards/Electric/Electric_pdf/Electrical.pdf
- L. The Contractor will be held liable for any malfunctions or asset damage that occurs as a result of poor quality installations or installations that do not meet the applicable standards contained within the Caltrans' electronic/electrical standards.
- M. All installations will meet the requirements of the California Asset Code Section 26708 and will not cause interference with any existing asset systems. Installations identified as causing interference with existing asset systems as described in Section 3.3.4 (E), In-Asset Hardware Requirements, will be repaired, at no cost to the ordering agency, within three (3) business days of notification by ordering agency's authorized personnel.
- N. When installation is complete, the GPS system will be tested by the Contractor/Installer to ensure correct operation prior to release for service. Any installation not meeting the Contract requirements will not be accepted as a compliant system. Contractor will repair any and all non-compliant systems while on site at no additional charge to the ordering agency.
- O. The device/asset installation will be tested by the Contractor/Installer to verify operation by a location ping/event before installation is approved. As a result of the ping/event, the Application will show, Asset ID, Asset operator and/or Asset operator ID number, description of asset, Contractor device serial number, VIN, and current location displayed on Application map by latitude and longitude and the nearest address available.
- P. All wiring harnesses will meet as a minimum standard the requirements of the Wiring Harness Manufacturer Association IPC/WHMA-A-620 standards found:
<https://whma.org/ipcwhma-a-620/>
- Q. Contractor shall own and assume all responsibility for all litter, waste, debris, and similar materials arising from or produced by the Contractor under this Agreement. The Contractor shall clean and keep the work area in an orderly, safe, and clean condition, including, but not limited to, spills and smudges. If the work site is not left clean and in an orderly condition, the Contractor shall be called back to the worksite to clean the worksite at the Contractor's sole expense.
- R. Such litter, waste, debris, and other materials produced during this Agreement are not expected to include hazardous materials. If hazardous materials are encountered, the Contractor shall stop work immediately and notify the ordering agency.

3.10.5.1 Mobile Electronics Certified Professional Installers (NMS)

Bidders proposing installers that are Mobile Electronics Certified Professional (MECP) certified at the Advanced Level or above shall provide a copy of the MECP certificate for each certified installer at time of bid submission.

Prior to any installation, installer shall provide a copy of MECP certificate to ordering agency. Contractor shall maintain the number of proposed installers for the life of the contract and any extension periods.

This is a non-mandatory scored requirement. Bidders meeting this requirement will be scored as specified in Section 6, Evaluation.

3.10.5.2 Labels (M)

The Contractor shall provide label of installation information for insertion in the maintenance record such as a Permanent Equipment Maintenance Record (PEMR).

- Vehicle ID
- VIN
- Telemetry device Serial Number
- Mileage/hours @ installation
- Date
- Signature of installing technician
- Signature of ordering agency's inspector
- Installation date
- Name, address, phone number and email of the local representative responsible for servicing the device

3.10.6 Training (M)

The in-asset GPS device and Application training shall be provided to authorized ordering agency personnel at agreed upon ordering agency facility locations throughout the state.

3.10.6.1 Initial On-Site Training

The contractor, at his expense, shall provide a qualified factory authorized service representative (not a salesman) to provide training for Administrative Staff, Managers, and Technicians. A training plan outline will be developed during implementation meetings with the ordering agency. Training shall include, but not be limited to, the following:

- Administration:
The training for Administrative Users shall be provided at the ordering agency headquarters or other site as designated. This training shall consist of two (2), eight (8) hour days minimum with a cap of three (3), eight (8) hour days. Dates of training will be agreed upon during implementation meetings. The full cost of this service shall be included in the bid.
- Administrative Staff
One (1) Course to be held at ordering agency HQ or designated location.
Up to 15 people
Minimum Two (2) day course three (3) day cap
Highest level of access rights
Comprehensive application/database training course
- Managers and Technicians:
The training for Managers and Technicians shall be provided at locations outlined during the implementation meetings with ordering agency. This training shall include *up to* thirty (30) classes, a minimum of four (4) hours in length each. The full cost of this service shall be included in the bid.
 - Managers
 - Up to 30 courses Statewide
 - 4 hour courses

- 10 people per location
- Tracks specific vehicles
- Run reports
- Alerts
- Technicians
 - Up to 30 courses statewide
 - 4-hour course per facility
 - Focus on diagnostics/repair procedures/component locations
 - Web-based instructional manuals vehicle specific for install & repairs

Training Expectations:

- Introduction to Telemetry and GPS
 - Settings, Mapping, User Preferences
 - Assets Navigation Preferences
 - Filters
- Administration
 - Registration
 - Group, User & Fleet Management
 - Activity Alerts
 - Geofencing
 - Map, Sensor & Landmark Set-up and Management
 - Driver Logs
- Map
 - Overview
 - Adjustments
 - Functions
 - Views
 - Controls
 - Location Details
 - Track Vehicle/Asset
- Asset
 - Dashboard
 - Performance
 - Alerts
 - Diagnostics
 - Vehicle Profile
- Fleet
 - Asset List & Data (format, printable & exportable)
- Reports
 - User Logins
 - Filters, Attributes, Start/End Times, Number of Days
 - Schedule & Manage Reports
 - Reports available by role

Contractor shall be responsible for the following:

- Computer compatible to connect with, and display on large screen

- displays.
- Handouts and training materials for all attending students.
- All instructor travel related expenses

Ordering agency shall provide:

- Training facility with large screen display
- Equipment/assets for hands on training
- Class roster to be signed by participants and returned to the ordering agency

3.10.6.2 Live webinar or online web-based training

Shall be available at least four (4) times a year within ninety (90) days of successfully passing the proof of concept period, as described in Section 7, Proof of Concept. This training shall be comprehensive for functionality and capabilities of the entire system including, but not limited to: hardware, reports and operational capabilities. Webinar or online web-based training schedule shall be approved by the ordering agency training coordinator.

Web-based training manuals and frequently asked questions shall be made available to view and to download via the Application at no additional cost to ordering agency.

Upon completion of training, a certificate of completion for each participant shall be supplied electronically to the ordering agency training coordinator or designee at no additional cost to the ordering agency.

Follow-up training shall be provided in the event any equipment or device or Application is modified by the manufacturer, at no additional cost to the ordering agency.

Current and up to date operation manuals shall be provided to ordering agency personnel. All user manuals shall be made available for ordering agency personnel to view and download via the Application. All user manuals will be updated as equipment upgrades are installed.

Installation shall include basic training of Telemetry and GPS Systems features and functions and shall be performed at a time and date that is scheduled between the Contractor and ordering agency.

3.10.7 Packing Information (M)

Packing requirements shall be in accordance with the General Provisions, Paragraph 12 entitled Packing and Shipment (refer to Exhibit 8.22, General Provisions - Information Technology, Rev. 09/05/2014).

Any back-ordered or out of stock items shall be identified on the packing sheet as well as the availability date of unfilled and partial shipment.

A packing label shall also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering Agency Name
- Delivery Address, Unit, and/or Floor
- Ordering Agency Contact Information

3.11 Quality Assurance

3.11.1 Inspection and Acceptance (M)

Inspection and acceptance shall be in accordance with the General Provisions, paragraph 16 entitled Inspection, Acceptance and Rejection (refer to Exhibit 8.22, General Provisions - Information Technology, Rev. 09/05/2014).

3.11.2 Return Policy (M)

Contractor will accept all products for return if returned prior to acceptance by the State in accordance with Section 3.11.1, Inspection and Acceptance. Contractor shall offer a credit or refund per Section 3.11.3, Credit Policy. Contractor may impose a Restocking Fee per section 3.11.4, Restocking Fees. Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the Restocking Fee, per Section 3.11.4, Restocking Fee, whichever is lower. The Contractor shall provide the State CA and/or ordering department a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail. Shipping or freight costs for returned items that were shipped in error, defective or freight-damaged shall be paid by the Contractor.

3.11.3 Credit Policy (M)

The Contractor shall offer a full credit/refund for the following items:

- Items shipped in error
- Defective or freight-damaged items

All other items returned in accordance with Section 3.11.2, Return Policy, shall receive credit or refund, less any applicable restocking fees per Section 3.11.4, Restocking Fees. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit/refund or replacement of all products, including those covered by manufacturer warranties as stated in Section 3.6.1, Warranty. Contractor cannot require the ordering agency to deal directly with the manufacturer.

3.11.4 Restocking Fees (M)

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped

Re-stocking fees for all other reasons can be no greater than ten percent (10%) of the value of the items needing re-stocking.

The packaging and documentation provisions of Section 3.11.2, Return Policy, shall apply to re-stocked items.

3.11.5 Product Recall Procedures (M)

The Contractor shall provide recall notification, regardless of level, in writing to the State CA and each applicable ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall pick up, test, destroy, or return recalled products to the manufacturer at no expense to the ordering agency. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

3.12 Invoicing/Payment

3.12.1 Invoicing (M)

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery. Ordering agencies may require separate invoicing, as specified by each ordering agency.

Prior to contract award, Contractor shall submit a preliminary copy of their invoice during the contract implementation period as identified in Section 3.15, Contract Execution.

The State CA shall review and determine acceptability of the invoice and the authorized copy shall become the standard for this contract. The State will notify the Contractor if changes to the invoice need to be made.

3.12.2 CAL-Card Invoicing (M)

All CAL-Card invoices are to be processed separately from other payment methods. CAL-Card invoices shall be submitted to the CAL-Card account holder.

Note: The total invoice amount for each CAL-Card order must reflect a zero balance due or credit, if applicable, and state "paid by CAL-Card".

For additional information regarding Procurement Division's CAL-Card program, see the following website: <http://www.dgs.ca.gov/pd/Programs/CALCard.aspx>.

3.12.3 Payment (M)

State departments and local government agencies may pay by check, electronic funds transfer, or with the State's CAL-Card credit card. Payments are to be made in accordance with paragraph 30 of the State's General Provisions (refer to Exhibit 8.22, General Provisions - Information Technology, Rev. 09/05/2014).

3.13 Contract Management

3.13.1 State Contract Administrator (M)

The State CA will be the contact person throughout the life of the contract, unless modified by contract supplement. Any modifications to the requirements contained in the contract may only be authorized by the State CA or his/her designee through contract supplement.

3.13.2 Contractor Contract Manager (M)

The Contractor will assign a Contract Manager for contract management purposes. The Contract Manager will be the contact person throughout the life of the contract, unless modified by contract supplement. Contractor must immediately notify the State CA of changes to the Contract Manager. The Contract Manager must be authorized to make decisions on behalf of the Contractor.

The Contract Manager is to be identified during the contract execution period as identified in Section 3.15, Contract Execution.

3.13.3 Customer Service (M)

Contractor will provide a dedicated account support team and a primary single point of contact for support services to each ordering agency. Back up personnel will be provided in the absence of the primary point of contact.

Live technical support and customer support service will be provided by the Contractor and available by telephone from 6:00 AM PT to 5:00 PM PT, Monday through Friday. Customer support service will also be available by e-mail, chat, or other agreed upon method. Ability to make corrections via the Application service for online data will be available twenty-four (24) hours a day, seven (7) days a week, including holidays.

Incoming calls will be responded to within two (2) hours and substantive responses to user questions will be provided within eight (8) hours (e.g., assistance resolving minor support/administrative issues, retrieving desired data, formatting and saving queries and reports, query results, alternative ways to group, present, or otherwise enhance the understanding of reports, etc.).

Calls of a critical nature (e.g., system down, critical functionality not working correctly, etc.) will be responded to within one (1) hour and substantive responses or resolution provided within four (4) hours.

The Contractor will provide a complete response or resolution to all calls within of forty-eight (48) hours of the call being logged or a time mutually agreed to by the Contractor and the ordering agency.

3.13.3.1 Post Implementation Support Plan

The Contractor will provide post implementation "on-going production" support for the Application throughout the term of the Contract. The Contractor will develop and submit for approval a Post-Implementation Support Plan which identifies both the Contractor and ordering agency production environment activities and responsibilities, at a minimum this document must identify:

- The Contractor's methodology and processes for upgrading and enhancing the Application's hardware infrastructure and base software components (e.g., application software, tools, database, etc.)
- The Contractor's on-going production responsibilities, including at minimum proposed solution administration/operations, technical support and hardware/software maintenance support.
- The Contractor is responsible to actively test for errors in the Application hardware or software and provide patch releases to resolve errors. Installing a patch will not cause interference with other ordering agency owned hardware or software.
- Other Contractor solution consulting and support services that are available to the ordering agency.
- Ordering agency responsibilities as they may pertain to the on-going production hardware and software implemented for the Contractor hosted web-enabled user environment.

3.13.3.2 Production Environment Maintenance

The Contractor will provide production environment maintenance and support of the Contractor hosted system and ordering agency web-enabled user software and tools, including:

- Updates, patches and repairs
- Correction of application defects
- On-site technical support as required

3.13.3.3 Routine System Metrics

The Contractor will provide routine system metrics, including documenting problems encountered during implementation of the Application and during on-going production support period as follows:

- Problem description
- Type of problem
- Number of problems
- Anticipated fix date
- Resolution
- Frequency of problem occurrence and problem cause(s)

3.13.3.4 Timeframes for Correcting Application and Database Defects

The Contractor will identify timeframes for correcting application and database defects. Timelines must be approved by ordering agency's Contract Manager.

Ordering agency is responsible for:

- Reviewing Post Implementation Support Plan and providing feedback, revisions and approval as appropriate.
- Reviewing Contractor provided work artifacts and documentation, and providing feedback, revisions and approval as appropriate
- Providing appropriate feedback on solution response time, user functionality and system operations
- Reviewing and providing revisions and/or approving Contractor Deliverables and applicable system changes
- Providing Final Project acceptance

3.13.4 Problem Resolution (M)

The Contractor shall promptly notify the State CA in writing of any unresolved issues or problems that have been outstanding for more than three (3) business days. The State CA shall notify the Bidder of the same.

The Contractor shall also maintain a log of issues encountered throughout the life of the contract for contract management purposes. The issue log shall contain the following, at a minimum:

- Initiation and Resolution Date
- Description of issue
- Source (i.e. ordering agency name and contact)
- Actions
- Contractor representative responsible for resolution

3.13.5 Promotional Materials (M)

All promotional materials or press releases referencing the contract shall be submitted to the State CA and DGS for review and approval prior to release.

3.14 Contract Reporting (M)

During the contract period, Contractor is required to submit the reports outlined in this section on a monthly basis. Reports must contain at a minimum, but not limited to, the data elements identified in Exhibit 8.18, Report Template. Reports shall be provided to the State CA, in Excel format via email by the 15th day following the ending of the reporting period (previous calendar month).

Reports are required even when there is no new activity for that month.

3.14.1 Contract Usage Report (M)

The Contract Usage Report shall detail all invoiced purchases against the contract by both state and local governmental agencies during the specified reporting period.

3.14.2 Local Business Activity Report (M)

The Local Business Activity Report shall detail all invoiced purchases (from local governmental agencies only) against the contract during the specified reporting period. In addition, a Local Governmental Agencies Incentive Fee is due to DGS/PD per Section 3.14.2.1, Local Governmental Agencies Incentive Fee. The Local Business Activity Report is separate from the Contract Usage Reporting requirement.

3.14.2.1 Local Governmental Agencies Incentive Fee (M)

For all local government agency transactions issued against the contract resulting from this RFP, the Contractor will be required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight.

This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. (All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.) Payment by the Contractor shall be made to DGS/PD monthly irrespective of reimbursement by each participating entity.

Contractor shall submit a check to the State CA payable to the State of California, Department of General Services (DGS), for an amount equal to 1 percent (0.01) of the total local government agency sales for the monthly period less freight, taxes, returned products and credits along with a business activity report described below. (Example, if the net local governmental agency sales for a month equals \$100,000.00, the incentive fee due to DGS/PD would be \$1,000.00.)

If a Contractor holds multiple contracts, the Contractor may submit one check per month covering the DGS/PD incentive fee for the total of all local governmental agency purchases. In this case, a separate report is still required for each contract, and a list of the total local governmental agency sales for each contract must be included with the check.

3.14.3 Small Business / Disabled Veteran Business Enterprise Participation Report (M)

The SB/DVBE Participation Report shall detail all payments to Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) subcontractor during the specified reporting period.

3.14.4 Aging Debt Report (M)

The Aging Debt Report must contain the outstanding invoices by state department for the specified reporting period.

3.14.5 Ad Hoc Reporting (M)

The Contractor shall have the ability to provide ad hoc reporting capabilities. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by an ordering agency or the state as a whole. The State or ordering agency may make copies of procurement data in any form and the use of such data shall not be restricted.

Dependent on future reporting requirements, the State may ask that certain reports become standard and delivered to the State on a monthly or quarterly basis.

The State reserves the right to request any additional data elements, as deemed necessary, to the reports listed in this section.

3.15 Contract Execution

3.15.1 Contract Execution Period (M)

Within fifteen (15) calendar days after contract execution, a contract kick-off meeting will be scheduled between the State CA and Contractor. At the contract kick-off meeting, the Contractor shall provide the following:

- Contractor Contract Manager Information
- Customer Service team members, contract information, roles and responsibilities of each, hours of operation, and physical location
- Process for user account establishment
- Offer/quote process
- Process for order fulfillment
- Process for the return of merchandise
- Plan for handling out of stock items
- Plan for maintaining SB/DVBE subcontractor commitments
- Preliminary copy of invoice
- Preliminary Order Receipt Acknowledgement
- Plan for contract website
- Completed PCRC Workbook information (if not submitted in proposal)
- Take Back information
- Payee Data Record
- Copy of Seller Permit

Contract award is contingent on the completion of the items listed above. Within thirty (30) calendar days after CA acceptance of Proof of Concept (POC) (refer to Section 7, Proof of Concept), Contractor shall provide the State CA a preliminary contract website for approval.

3.15.2 Ordering Agency Implementation Meeting (M)

Upon receipt of purchase order, Contractor and ordering agency will schedule implementation meetings to develop a plan for implementing Telemetry and GPS Systems in required assets. The Contractor agrees to work with ordering agency to meet the evolving reporting needs of ordering agency.

3.15.2.1 Ordering Agency Project Initiation (M)

The Contractor will provide all project standards, methodologies, tools, personnel, and other resources based on acceptable project management best practices described in the Proposal for approval by the ordering agency.

The Contractor must meet all RFP requirements and complete all work milestones and deliverables, as provided in the Project Plan developed with each ordering agency during the implementation period. The Contractor is asked to propose a project team they best believe will meet the needs for ordering agency, and minimize risk. It is expected, however, that the proposed team must include the following roles and corresponding responsibilities, and meet the minimum qualifications as described.

3.15.2.2 Project Team (M)

The Contractor shall provide the following project personnel to comprise the Project Team to include the following

3.15.2.2.1 Project Manager (M)

Role: The Contractor Project Manager must provide project management oversight through acceptance of the ordering agency system.

Responsibilities:

- Creates and manages the Project Plan and schedule
- Manages the Contractor Project Team members
- Liaison between ordering agency and Contractor Resources
- Initiates Quality Assurance Processes to monitor the Project
- Manages issues and risks
- Point of escalation for project issues
- Manages the deliverable acceptance process

3.15.2.2.2 Business Analyst (M)

Role: The Business Analyst must provide contract requirements verification, a project traceability matrix, and subject matter expertise for the proposed project. The Business Analyst will work with the ordering agency authorized personnel. The roles and responsibilities of a Business Analyst can be satisfied by another business title.

Responsibilities:

- Provide a project traceability matrix to the ordering agency authorized personnel. The traceability matrix will be a live, collaborative online document, requiring no new software installed to access the matrix. The matrix will be updated within one (1) day of project changes being made.
- Provides oversight of contract requirement verification, design, configuration, workflow, security design, development, and testing.
- Provide solutions for issues that arise. Any business process changes will be provided to, and approved by ordering agency prior to implementation.
- Provide input to training development, and participate as part of the immediate post-go-live support team.

3.15.2.2.3 Technical Lead (M)

Role: The Technical Lead will provide technical subject matter expertise for the proposed ordering agency project implementation. The Technical Lead will work collaboratively with the ordering agency authorized personnel.

Responsibilities:

- Lead the technical team in designing the technical architecture to support the proposed an Application;
- Lead the technical team in tasks for inbound and outbound interfaces, customer development, enhancements, reports, and testing;
- Lead the installation and administrative configuration of the proposed Application and infrastructure;
- Comprehensive technical implementation of the proposed Application;
- Center point of communication for all technical matters concerning the Application and supporting infrastructure;
- Communicate with ordering agency authorized personnel concerning any integration solution that involves ordering agency authorized personnel, prior to any implementation.

3.15.2.2.4 Training Lead (M)

Role: The Training Lead's role will plan and lead the design, development, and implementation of the Application and Hardware training program for ordering agency personnel.

Responsibilities:

- Will follow deliverable schedules for ordering agency project
- Will have thorough understanding of the functional and technical requirements of the Application and ordering agency needs
- Will have thorough understanding of the work flow process of the Application at every tier
- Perform training needs analysis to determine the best method of delivery
- Evaluate participants at every level to determine appropriate training solution
- Lead the implement of the Training Plan laid out in Section 3.10.6, Training

The Contractor will employ these members of the Project Team as regular, fulltime employees as of the Proposal submission date and throughout the term of the Contract, including all renewals of the Contract. ~~Any~~ Project Team personnel changes after the contract award will not be allowed without prior written approval from the ordering agency.

The Contractor will also provide a Project Team to complete the Project. Project Team members who are Contractor's full-time, regular employees will perform at least 50% of the Work to complete the Project. The Contractor may use its personnel or subcontractor personnel to meet the remaining 50% of the effort. The ordering agency may screen or interview members of the Project Team prior to their assignment to the Work. All Project Team members must demonstrate skills appropriate to their assigned roles. The ordering agency may reject any Project Team member for poor performance and request a new member at any time during the contract.

3.15.2.2.5 Project Documentation (M)

The Contractor or Contractor Project Team will include the following documents, which will be kept updated throughout the project implementation as a live, collaborative document and in writing:

- Project Plan

- Staffing Plan with staffing requirements and resources identified
- Communication Plan
- Change Control Process for the Project
- Document Control Methodology
- Risk Management Plan
- Issue/Resolution Plan

All documentation, manuals and other applicable Project papers will be provided in hard copy format or electronic format. Electronic Project papers and documentation will be provided as Microsoft Office application files.

3.15.2.2.6 The Contractor Project Plan (M)

Shall include the following subjects for each project phase and subsequent activities:

- Requirements Verification
- User Configuration Management
- System Design
- Training
- Testing (to include all test scripts and data required to test to the lowest level)
- System Implementation, including Backup/Disaster Recovery and Business Continuity
- Post Implementation Support

During implementation meeting, Contractor shall provide to ordering agency a detailed Project Plan that specifies tasks, responsibilities and details to successfully implement the proposed System for the ordering agency. The Contractor will also provide a meeting agenda to the ordering agency at least two (2) business days in advance of the implementation meeting. The Contractor Project Manager and other key Contractor staff will be onsite at an agreed upon location for the implementation meeting.

The Contractor will also present and confirm the planned phases according to what is identified in the RFP. This will include the scope of programs, functions and features the implementation of the Application intends to achieve.

Included with the Project Plan the Contractor will provide the following:

- Finalized project Staffing Plan with staffing requirements and resources identified
- Finalization of the proposed Communication Plan
- Finalization of the proposed Change Control Process for the Project
- Finalization of the proposed Document Control Methodology
- Finalization of the proposed Risk Management Plan
- Finalization of the proposed Issue/Resolution Plan

3.15.2.2.7 Project Plan Phases (M)

The Contractor will also update the Project Plan with more detail throughout subsequent project phases and activities to address at a minimum the following subjects:

- Requirements Verification

- User Configuration Management
- System Design
- Training
- Testing (to include all test scripts and data required to test to the lowest level)
- System Implementation, including Backup/Disaster Recovery and Business Continuity
- Post Implementation Support

3.15.2.2.8 Project Managers Meeting Reports Requirements (M)

The Contractors project management approach for the work will adhere to the following project meeting and reporting requirements:

- Immediate Reporting – The Contractor Project Manager or a designee will immediately report any project team staffing changes to the ordering agency.
- Attend Status Meetings – The Contractor and other key project team members will attend agreed upon status meetings with the ordering agency and other members of the ordering agency's project team as deemed necessary to discuss project status, activities and issues. Status meetings shall follow an agreed upon agenda and allow the Contractor and the ordering agency to discuss any issues that concern them. For the first six (6) months of fleet implementation, the Contractor shall participate in at least one (1) status meeting per month.
- Provide Weekly Status Reports – The Contractor Project Manager will provide written status reports to the ordering agency at least two (2) full business days before each weekly status meeting.
- At a minimum, weekly status reports will contain the items identified below:
 - Updated project schedule, along with a copy of the updated corresponding Project Plan document (e.g., MS Project) on electronic media acceptable to the ordering agency
 - Status of currently planned tasks, specifically identifying tasks not on schedule and a resolution plan to return to the planned schedule.
 - Issue/risk logs
 - The results of any tests
 - A Problem Tracking Report will be attached
 - Anticipated tasks to be completed in the next week
 - Task and deliverable status, with percentage of completion and time ahead or behind schedule for tasks and milestones.
 - Proposed changes to the work breakdown structure and work schedule, if any
 - Identification of Contractor staff assigned to specific activities
 - Planned absence of Contractor staff and their expected return date and the potential impact to the project/schedule.
 - Modification of any known staffing changes
 - The Contractors proposed format and level of detail for the status report is subject to the ordering agency's approval.

3.15.2.2.9 Quarterly Status Reports (M)

Prepare Quarterly Status Reports - During the project, the Contractor will submit a written quarterly status report to the ordering agency by the fifth (5) business day following the end of each quarter. At a minimum, quarterly status reports will contain the following:

- A description of the overall completion status of the Work in terms of the approved Work Plan (schedule and cost, if applicable)
- Updated Work breakdown structure and Work schedule
- The plans for activities scheduled for the next quarter
- The status of all deliverables, with percentage of completion
- Time ahead or behind schedule for applicable tasks
- A risk analysis of actual and perceived problems
- Testing status and test results
- Strategic changes to the Project Plan, if any

3.16 Contract Termination/Expiration (M)

3.16.1 Transition Plan at End of Contract (M)

The Contractor must agree that at the end of this contract, should the State conduct another procurement and award a new contract, the Contractor will work with the State CA, if requested, to ensure that an efficient and effective transition takes place, including website closeout in accordance with Section 3.16.2, System Termination.

3.16.2 System Termination (M)

Upon termination or expiration of the contract awarded from this RFP the following will occur:

- Upon termination of the POC or Contract whichever comes first, the Bidder will remove their devices and hardware leaving the asset in the condition prior to their initial installation wear and tear excluded.
- All on-line offering systems and Electronic Catalog functions supported and/or available as part of the contract will cease and be removed from public viewing access without redirecting to another website.
- Customer data/user accounts acquired during the term of the contract shall be destroyed or returned to the State at the request of the State CA.
- shall be made after contract end on the Contractor's commercial website without permission by the State CA.
- Hard copy catalogs and promotional literature shall be destroyed or returned to the State at the end of the contract term upon the request of the State's CA.
- All invoicing disputes and/or order tracking will be conducted through the Contractor's Customer Service Unit via telephone or email.

3.17 Administrative Requirements

3.17.1 Contract Terms and Conditions (M)

By signing the Agreement Cover Letter and submitting a proposal, Bidder is agreeing to accept all of the following terms and conditions without addition or modification:

- Exhibit 8.22, General Provisions (GSPD-401 Information Technology) revised 09/05/2014
- Exhibit 8.22A, Information Technology Purchase Special Provisions revised 02/08/2007
- Exhibit 8.22B, Information Technology Maintenance Special Provisions revised 01/21/2003

- Exhibit 8.22C, Information Technology Software Special Provisions revised 01/21/2003

3.17.2 Customer References (MS)

Bidders shall submit three (3) customer references from three (3) different contracts. References from the DGS/PD shall not be acceptable. References for transactions against California Statewide Contracts, or other Leveraged Procurement Agreements, must be from an ordering department and for the minimum value listed below.

Customer references shall be provided on Exhibit 8.14, Customer Reference Form. Each contract reference shall:

- Be for work performed within the last five (5) years
- Have similar scope of work (i.e., sale and distribution of Telemetry and GPS Systems units to that requested in this RFP
- Of the three (3) references, one (1) reference must have a fleet at or above 10,000 units. For the other two (2) references, the fleets have to have a minimum of 5000 units each. An accumulation of orders from a single customer entity meeting the applicable minimum value is acceptable if managed under one (1) account.

Customers must fully complete the Exhibit 8.14, Customer Reference Form, and return form directly to the Bidder. The Bidder must then submit the completed exhibits with the proposal as specified in Section 5, Proposal Format.

Customer References will be scored as specified in Section 6, Evaluation. Only Customer Reference Forms from this procurement will be accepted.

3.17.3 Seller's Permit (M)

This RFP is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code (PCC), requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization.

Bidders are required to provide their retailer's seller's permit information on Exhibit 8.11, Narrative Response. A copy of the seller's permit shall be submitted during the contract execution period as identified in Section 3.15, Contract Execution.

3.17.4 Payee Data Record (M)

Bidder must complete and submit Exhibit 8.10, Payee Data Record, with their proposal or during the contract execution period as identified in Section 3.15, Contract Execution.

3.17.5 Authorized Reseller (M)

If the Bidder is not the Original Equipment Manufacturer (OEM) of the product being proposed, the Bidder must provide, on OEM company letterhead and signed by an authorized OEM representative, documentation identifying the Bidder as an authorized OEM reseller.

3.17.6 Darfur Contracting Act (M)

Effective January 1, 2009, all RFPs for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (PCC sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by

the California Legislature and signed into law by the Governor to preclude state agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC Section 10475.

A scrutinized company is a company doing business in Sudan as defined in PCC Section 10476.

Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a state agency for goods or services. (PCC Section 10477(a)).

Therefore, PCC Section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a state agency.

A scrutinized company may still, however, submit a bid or proposal for a contract with a state agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC Section 10477(b).

In order to meet this requirement, Bidders are required to complete Exhibit 8.12 Darfur Contracting Act and submit it with their proposal. Failure to provide the completed exhibit will result in your bid being considered non-responsive.

3.17.7 California Civil Rights Laws (M)

Pursuant to Public Contract Code Section 2010, any Bidder entering into or renewing a contract over \$100,000 on or after January 1, 2017, shall certify all of the following:

- A. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- B. That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- C. (1) That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (2) Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Bidders are required to submit Exhibit 8.5, California Civil Rights Laws Certification form with the proposal response. Failure to submit this form may result in your proposal being considered non-responsive.

3.17.8 Insurance Requirements (M)

The Contractor must maintain in force (as required by state law) a valid Worker's Compensation Insurance Policy for all employees engaged in the performance of the contract and agree to furnish the State satisfactory evidence thereof at the time of Final Proposal submittal attached as Exhibit 8.6, Worker's Compensation Certification, and at any time the State may so request.

3.17.9 Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion (M)

Expenditures from this contract may involve Federal funds. The Federal Department of Labor requires all state agencies which are expending Federal funds to have in the contract file a certification by the Bidder that they have not been debarred nor suspended from doing business with the Federal government. Bidders are required to complete Exhibit 8.13, Federal Debarment Certification and submit it with their proposal.

3.17.10 Non-Discrimination Toward WTO GPA Signatories (M)

This RFP is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA). All Bidders offering products or services of countries that are signatories to the WTO GPA and that have agreed to cover reciprocal sub-central coverage under the WTO GPA will be accorded non-discriminatory treatment in the award of contracts under this solicitation. For a list of countries, go to <https://www.wto.org/index.htm>.

3.17.11 Bidder Declaration (M)

All Bidders must complete the Exhibit 8.7, Bidder Declaration Form (GSPD-05-105), and include it with the proposal. When completing the exhibit, Bidders must identify all subcontractor proposed for participation in the contract.

3.17.12 Subcontractor (M)

If a Bidder proposes the use of a subcontractor for a portion of the contract, the Bidder agrees that all requirements will be adhered to and that requirements will apply to subcontractor even if subcontractor concurrence is not specifically defined. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Bidders awarded a contract are contractually obligated to use the proposed subcontractor for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The Bidder must have written agreement from the State prior to replacement or substitution of any subcontractor.

3.17.12.1 Notice of Subcontractor (M)

Upon award to a Bidder, notice shall be given by the State to the subcontractor listed in Exhibit 8.7, Bidder Declaration Form, of their participation in the contract. Notification to the subcontractor by the prime Bidder is encouraged immediately after award of an RFP.

3.17.13 Distribution Plan (M)

Bidders shall describe in detail their Distribution Plan on Exhibit 8.11 Narrative Response. The Distribution Plan should be the Bidder's written plan for distribution of the products. The plan must clearly show distribution from the manufacturer to the end user, including all points in between specific to this resulting contract only, and the role that you as the Bidder of record will play in the distribution. This plan should clearly identify all parties, including any subcontractor, Disabled Veteran Business Enterprises (DVBE) and/or Small Business (SB) participants, involved in the execution of this contract and their responsibilities. Bidder shall advise the State CA by written notification of any changes in the distribution plan made during the term of the contract and any extensions.

3.17.14 DVBE Declaration (M)

Bidders who have been certified by California as a DVBE (or Bidders who have obtained the participation of subcontractor certified by California as a DVBE) must complete Exhibit 8.9, DVBE Declaration Form (STD

843), and include it with the proposal. All disabled veteran owners and disabled veteran managers of the DVBE must sign this form.

3.17.15 Commercially Useful Function (M)

Suppliers, whether the Bidder or a subcontractor, who have a California certification for one or more of the socio-economic programs (e.g., small business or Disabled Veteran Business Enterprise), must perform a Commercially Useful Function (CUF) in the resulting contract. CUF is defined in the Military and Veterans Code Section 999(b)(5)(B) for Disabled Veteran Business Enterprises(DVBE) and in the Government Code Section 14837(d)(4)(A) for small business as consisting of all of the following:

- responsibility for the execution of a distinct element of the work
- actually performing, managing, or supervising the work
- performing work that is normal for its business services and functions
- not further subcontracting work that is greater than that expected by normal industry standards
- responsible, with respect to any products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable), and making payment

A Bidder, subcontractor, or supplier is not considered to perform a CUF if their role is limited to that of an extra participant through which funds are passed in order to obtain the appearance of participation.

Bidders must complete Exhibit 8.7A, Commercially Useful Function (CUF) Worksheet for each certified supplier (Bidder or subcontractor). Completed worksheets must be submitted with the Bidder's proposal.

At the State's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the proposal.

3.18 Socioeconomic Programs

3.18.1 California Disabled Veteran Business Enterprise (DVBE) Program Requirement (M)

The State has established goals for DVBE participation in state contracts. However, for this procurement, the DVBE participation goal has been waived.

3.18.2 DVBE Incentive (NM)

In accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to Bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to proposals that propose California certified DVBE participation, as identified on Exhibit 8.7, Bidder Declaration Form (GSPD-05-105), and confirmed by the State.

Bidders must indicate their desire to claim this incentive on Exhibit 8.11, Narrative Response, and include it with their proposal.

The DVBE Incentive, if applicable, will be applied in accordance with Section 6.3.5.2, DVBE Incentive Calculation. For more information regarding the DVBE Incentive, refer to Exhibit 8.15, DVBE Bid Incentive Instructions.

3.18.3 Small Business Preference (NMS)

Section 14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a California-certified Small Business or Bidders who qualify as a non-small

business claiming at least twenty-five percent (25%) California-certified Small Business subcontractor participation.

Note: For this RFP, subcontractor Tasks do not equate to twenty-five percent (25%) per Section 3.18.4, subcontractor CUF Requirements. Therefore, a non-small business cannot claim twenty-five percent (25%) California-certified Small Business subcontractor participation and receive a five percent (5%) preference.

Per Government Code 14838 (b), in solicitations where an award is to be made to the highest scored Bidder based on evaluation factors in addition to price, the preference to small business or microbusiness shall be five percent (5%) of the highest responsible Bidder's total score. The preference to non-small business Bidders that provide for small business or microbusiness subcontractor participation shall be up to a maximum five percent (5%) of the highest responsible Bidder's total score, determined according to rules and regulations established by DGS. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et seq. Small Business Non-Profit Veteran Service Agencies (SB/NVSA) Bidders meeting requirements specified in Section 999.50 et seq. of the Military and Veterans Code and obtaining California certification as a small business are also eligible for this preference. Questions regarding regulations and/or certifications should be directed to the Office of Small Business and DVBE Certification at (916) 375-4940.

Bidders must indicate their desire to claim this preference on Exhibit 8.11, Narrative Response, and include it with their proposal.

For the purposes of this RFP, the Small Business Preference, if applicable, will be applied in accordance with Section 6.3.5.1, Small Business Preference Calculation.

3.18.4 Subcontractor CUF Requirements (NM)

Only the subcontractor Tasks outlined in the table below will be considered distinct elements of the work and no more than the corresponding percentages may be claimed for these tasks for the purpose of applying a preference or incentive. Percentages may be lower on individual purchase orders. Should tasks overlap between subcontractor, the maximum percentage must be divided between the subcontractor so as not to be exceeded.

Subcontractor Tasks	RFP Reference Sections	Contract Percentage Maximum
Installation	3.10.5	1%
Warranty/Maintenance Services	3.6	2%
Take-Back	3.5.4	1%
Contract Reporting	3.14	1%

Bidders must describe compliance with CUF requirement for each certified supplier (Bidder or subcontractor) on Exhibit 8.7A, Commercially Useful Function (CUF) Worksheet. Bidders must complete one (1) worksheet for each certified supplier.

Completed worksheets must be submitted with the Bidder's proposal.

At the State's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the proposal.

If the Bidder's proposal involves the use of subcontractor for a portion of the contract, the Bidder must:

1. Explain how the Bidder, as the prime Bidder, will manage and control the work of the subcontractor.
2. Explain the roles assigned to the prime Bidder and subcontractor during the execution of the contract.

3.18.5 SB/DVBE Participation Commitment Requirement (M)

Within six (6) months of contract award, the Bidder shall meet or exceed their SB and/or DVBE commitment level on a contract-to-date basis. The State reserves the right to audit records (e.g., cancelled checks, work logs, etc.) to verify the SB/DBVE subcontractor are actually performing the work committed to and being paid accordingly, as reported in accordance with Section 3.14.3, Small Business/Disabled Veteran Business Enterprise Participation Report.

Note: The corresponding percent of bid price identified on Exhibit 8.7, Bidder Declaration, represents the percentage of total contract dollars to be paid to the subcontractor. Example: Bidder commits to 2% DVBE subcontractor participation on a contract with a total spend of \$1,000,000.00. Bidder shall pay subcontractor a minimum of \$20,000.00 for work performed under the contract.

3.18.6 Target Area Contract Preference Act (TACPA) Preference (NM)

Preference will be granted to California-based Bidders in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Additional information regarding this program is available at: <http://www.documents.dgs.ca.gov/pd/poliproc/tacpaprogram.pdf>.

Bidders desiring to claim this preference must submit a fully executed copy of the following forms with their proposal:

- Exhibit 8.16, TACPA Standard Form (STD 830)
- Exhibit 8.16A, Manufacturer's Summary of Contract Activities and Labor Hours (Form DGS/PD 525)
- Exhibit 8.16B, Bidder's Summary of Contract Activities and Labor Hours (Form DGS/PD 526)

Note: The Bidder's proposal need not contain these items if there is no intention to claim this preference.

Section 4 – Cost

4. Introduction

Cost is half of the evaluation criterion for the award for this RFP. Cost evaluation will be based on the lowest estimated net total cost to the State, as calculated according to the methodology outlined in Section 6, Evaluation.

The State's intent is to structure the pricing format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best market pricing. Consequently, the State requires that each Bidder's proposal be in the format outlined in this section. Therefore, Bidders are advised that failure to comply with the instructions listed in this section, such as submission of incomplete offers or use of alternative pricing structures or different formats than the one requested, may result in the rejection of their proposals for non-responsiveness.

Note: It is imperative that no cost information be included in the body of the proposal. Cost information shall only be submitted in the Final Proposal, Volume 2 in accordance with Section 5, Proposal Format.

4.1 Cost Information Guidelines

Exhibit 8.21, Cost Workbook, contain the cost worksheets that the Bidders shall use to enter cost information. The following worksheets must be completed for each category:

Category 1	Light Duty Vehicles
Category 2	Heavy Duty Vehicles
Category 3	Zero Emission Vehicles
Category 4	Non Self Propelled

4.1.1 Structure of Exhibit 8.21 Cost Workbook

Bidder shall enter all core Devices and Monthly Service Charges data on each tab provided in Exhibit 8.21 Cost Workbook. Bidder shall also enter proposed discount for all Non-Core Catalog Items. Items in Exhibit 8.21 Cost Workbook are for evaluation purposes only.

The State reserves the right to eliminate any specific categories or line items from the final award.

4.1.2 Quantities

The quantities shown in Exhibit 8.21, Cost Workbook, are representative and used for evaluation purposes only. Actual purchases may vary from this pattern. The State will not guarantee that these quantities will be purchased. Consequently, there is no guaranteed dollar value for these contracts. The State will not be obligated to purchase Bidder's excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in the RFP.

4.1.3 Required Information

Exhibit 8.21, Cost Workbook must be filled out completely for each Category or the proposal may be rejected. Yellow cells are mandatory and must be completed in each tab. Modifying any other cell in any worksheet may disqualify the Bidder from the entire RFP.

4.1.4 Contract Discounts

Bidder shall provide the discount percentage off OEM MSRP/list price in the required line items for each/the following line item categories:

- Device
- Monthly Service Charge
- Non-Core Catalog Items

All core contract prices and discount percentages shall be firm fixed for the contract term, including any optional extension periods.

However, the list price for core items may fluctuate in the event of a Product Substitutions/Discontinued Items (refer to Section 3.3.10) or Product Refresh (refer to Section 3.3.11). The list price for non-core catalog items may fluctuate throughout the contract term.

The discount percentages shall not decrease through the life of the contract, per Section 3.7.1, Price Adjustments.

4.1.5 Pricing/Discount Format

All dollar figures must be entered to no more than two (2) decimal places (i.e., \$150.75). All percentages entered shall be whole numbers (i.e., 75%).

4.1.6 Sales Tax

Sales tax is not to be included in the pricing on Exhibit 8.21, Cost Workbook. If awarded the contract, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the product is to be delivered.

4.2 Cost Workbook

Bidders must follow the instructions below to complete Exhibit 8.21, Cost Workbook.

4.2.1 Download and Save

1. Download Exhibit 8.21, Cost Workbook, from the California State Contracts Register (CSCR).
2. Rename the file as "(Enter Company Name), Event ID: 0000005635, Cost Workbook.xls" and save.
3. After finalizing the Cost Workbook, copy the file onto a CD ROM or USB flash drive, print, and submit as specified in Section 5, Proposal Format.

4.2.2 Cost Workbook Instructions

The Bidder must propose a solution that meets or exceeds the requirements. Separate worksheet sets are provided each category; a Bidder is required to bid on all categories.

Exhibit 8.21, Cost Workbook, consists of a worksheet for each category. The proposed products and pricing must be entered in each tab of Exhibit 8.21, Cost Workbook. The Bidder designates the discount percentages for each line item in Hardware, Accessories, Upgrade Options, Warranty and Value Added Services. All products bid in Exhibit 8.21, Cost Workbook, MUST mirror the corresponding information provided in Exhibit 8.19, Technical Questionnaire.

Bidders shall input the following for each worksheet (in yellow cells provided):

- Proposed OEM/Manufacturer – The name of the manufacturer of the offered product.
- Manufacturer (OEM) Model – The model name or number of the offered product.
- Manufacturer Part Number – The manufacturer's part number of the offered product.

- Supplier Stock Keeping Unit Number (SKU#) – The unique supplier part number or SKU of the offered product if different than manufacturer part number. (Use manufacturer part number if the same.)
- Item Description – The complete item description of the offered product
- Unit of Measure (UOM) – The unit of measure descriptor of the packaging unit (i.e. each, box, dozen, case, etc.) of the offered product.
- Quantity in UOM – The quantity of items within unit of measure of the offered product (i.e. the number of base units in the packaging of the product).
- List/MSRP – Bidder's verifiable public price available to the general public in US \$ (i.e. price list). (References to Index, List, and Manufacturer's Suggested Retail Price (MSRP) may be interchangeable) For the purposes of the RFP evaluation, the Index price /List Price/MSRP shall be the price listed in the most current version of the Bidder's publically available price list as of proposal due date. Any prices submitted for items shall contain no alterations whatsoever from those which are publicly offered by the manufacturer. The State reserves the right to adjust quoted list prices to reflect the actual index pricing at time of proposal due date.
- Contract Discount – The contractual discount off the list price.
- Contract Price – The net price that Bidder is offering to the State for the offered product. (Do not enter data cell will auto populate. Check for accuracy.)
- Evaluated Extended Price – This is the Bidder's representation of the extended contractual price for evaluation. (Contract Price X quantity) (Do not enter data, cell will auto populate. Check for accuracy.)

Important Note: Bidders are not to create special index pricing for the State on the OEM (Original Equipment Manufacturer) MSRP for the purpose of evaluation. Index price in Exhibit 8.21, Cost Workbook, must match the publically available OEM price list.

4.3 Cost Submittal

Final pricing will be submitted in a separate sealed envelope as specified in Section 5, Proposal Format

Section 5 – Proposal Format

5. Introduction

These instructions describe the mandatory proposal format and the approach for the development and presentation of proposal data. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied. Each Bidder is responsible for providing sufficient information and documentation for their RFP response to be thoroughly evaluated. Failure to do so may result in rejection of the proposal.

5.1 Proposal Delivery

Draft and Final proposals shall be completely sealed, marked and delivered to the Procurement Official identified in Section 1.4, Procurement Official, by the date and time specified in Exhibit 8.2, Key Action Dates.

5.2 Draft Proposal Format

Submission of a Draft Proposal is optional but is strongly recommended so that the Bidder may obtain the benefit of the two-step procurement process. However, Bidders are not required to submit a Draft Proposal in order to be responsive to the RFP.

If Draft Proposals are submitted, Bidders must adhere to the instructions below for format, content and submittal requirements.

The Draft Proposals must be complete in all respects to the Final Proposal and contain all the material specified in Section 5.4, Final Proposal Content, **except cost figures**. **Bidder must put “XXX” in place of all cost figures and percentages related to costs.**

The Draft Proposal must be submitted in the number of copies indicated below:

DRAFT PROPOSAL FORMAT	
Volume	Number of copies
Volume 1 – Response to Requirements	1 “Master Copy” 6 Copies 1 CD-ROM/USB
Volume 2 – Cost Workbook	1 “Master Copy” 1 Copy 1 CD-ROM/USB

Important Note: Cost figures may not appear in any proposal submissions except the Final Proposal, Volume 2. The inclusion of pricing in the Draft Proposal may be a basis for rejecting the proposal and notifying the Bidder that further participation in the procurement is prohibited.

5.3 Final Proposal Format

The Bidder’s RFP response (Final Proposal) must be submitted in the volumes as described below. Each volume within the final proposal shall be separately sealed and labeled with the Bidder’s name and volume number. One (1) complete set of all volumes shall be clearly marked “Master Copy”. The Master Copy must contain original signatures.

FINAL PROPOSAL FORMAT	
Volume	Number of copies
Volume 1 – Response to Requirements	1 "Master Copy" 6 Copies 1 CD-ROM/USB
Volume 2 – Cost Workbook	1 "Master Copy" 1 Copy 1 CD-ROM/USB

5.4 Final Proposal Content

The content of each required volume is described below.

Volume 1- Response to Requirements

This volume must contain all responses to the bidding requirements of the RFP including any technical literature. All applicable forms, **except cost data**, must be completed and included in this volume. The electronic copy of Exhibit 8.19, Technical Questionnaire must be submitted in MS *Word* format.

Note: No cost information should be contained in this volume. Bidder must leave blank or put "XXX" in place of any cost figures and percentages related to costs.

Volume 2 - Cost Data

This volume must contain the completed Exhibit 8.21, Cost Workbook only. Bidders must submit this volume under a separate, sealed envelope clearly marked as "Volume 2 - Cost Data for Event ID 000005635".

Exhibit 8.21, Cost Workbook must also be provided electronically (in MS Excel format) on the Volume 2 CD-ROM or USB for evaluation purposes.

Pricing figures for this category may not appear in Volume 1 – Response to Requirements. If any cost is included in Volume 1, the proposal will be deemed non-compliant.

5.4.1 Final Proposal Forms and Exhibits

Bidders shall include the following documents and exhibits in the Final Proposal as required in the RFP:

VOLUME 1 Response to Requirements	
Description	Exhibit No./Document
Agreement Cover Letter	Exhibit 8.3
California Civil Rights Laws Certification	Exhibit 8.5
Workers Compensation Certification	Exhibit 8.6
Bidder Declaration Form	Exhibit 8.7
* Commercially Useful Function Worksheet	Exhibit 8.7A
* DVBE Declaration Form (STD 843)	Exhibit 8.9
Payee Data Record (STD 204)	Exhibit 8.10
Narrative Response	Exhibit 8.11

VOLUME 1 Response to Requirements	
Description	Exhibit No./Document
Authorized Dealer Letter	OEM Letter
Darfur Contracting Act	Exhibit 8.12
Federal Debarment Certification Form	Exhibit 8.13
Customer Reference Form	Exhibit 8.14
* TACPA Standard Form (STD 830)	Exhibit 8.16
* Manufacturer's Summary of Contract Activities and Labor Hours Form (DGS/PD 525)	Exhibit 8.16A
* Bidder's Summary of Contract Activities and Labor Hours Form (DGS/PD 526)	Exhibit 8.16B
PCRC Workbook	Exhibit 8.17
Technical Questionnaire	Exhibit 8.19
System Diagram and Data Flow Diagram	Literature
Emergency Disaster Recovery Plan per Section 3.3.5	Written Plan
MECP Certified Installers (if claiming) per Section 6.3.6	Certificates
Third Party independent security audit report (if claimed)	Report Certification
FedRAMP certification (if claimed)	Certificates
Interface Control Document	Interface Control Document
VOLUME 2 Cost Data	
Description	Exhibit No./Form
Cost Workbook	Exhibit 8.21R1

* Required only if Bidder and/or subcontractor is a certified SB/DVBE and/or Bidder is claiming a preference or incentive

The State makes no warranty that the list of applicable documents and exhibits is a full and comprehensive listing of every requirement specified in the RFP. Checking off the items on the list does not establish your firm's intent nor does it constitute responsiveness to the requirements. The list is only a tool to assist participating Bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of final proposals cannot be over emphasized.

Section 6 – Evaluation

6. Introduction

This section describes how the State plans to evaluate the responding proposals and identify the proposals that meet the RFP's objectives. It is the State's intent to conduct a comprehensive, impartial evaluation of all proposals received.

6.1 Receipt of Proposals

Each proposal will be date and time marked as it is received and verified that all responses are submitted under an appropriate cover, sealed and properly identified. Proposals will remain sealed until the designated time for opening.

6.2 Evaluation of Final Proposals

6.2.1 Validation Against Requirements

The State's proposal evaluation team (Team) will check each proposal's Volume 1 – Response to Requirements in detail to determine its compliance to the RFP requirements. If a proposal fails to meet an RFP requirement, the State will determine if the deviation is material as defined in Section 2.1.1, Requirements. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be examined to determine if the deviation will be accepted. If accepted, the proposal will be processed as if no deviation had occurred.

Volume 2 - Cost Data shall remain sealed until the evaluation of all technical and administrative requirements is completed. Cost envelopes will only be opened for responsive proposals from responsible Bidders. All participating Bidders and interested parties shall be notified as to the date and time when a public opening of proposal costs will be conducted.

6.2.2 Cost Analysis

The required cost forms will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section 2.3.6.3, Errors in the Final Proposals.

6.2.3 Evaluation of Requirements

For evaluation purposes, certain requirements have been designated as scored requirements and will be scored in accordance with the criteria contained herein. All remaining mandatory requirements are not scored and will be evaluated on a pass/fail basis. A material deviation on a mandatory requirement whether or not it is scored will result in disqualification of the proposal.

6.3 Final Proposal Scoring Criteria

The Team will evaluate and score the responses of each Bidder's Final Proposal to determine a Total Score. The maximum points available are 1000². The Total Score includes six (6) scoring categories:

Scoring Categories	Total Available Points
Customer References	150
Wi-Fi Option of Coverage Solutions	50
Device Storage Space	35
Security	180
Warranty	50

² Total Points do not include applicable preferences and incentives.

MECP Certified Installers	20
Battery Backup	10
Vehicle RFID	5
Cost Score	500
Total Score	1000

The Team will determine the Total Score for each category by aggregating the six (6) scoring categories. Scores will be rounded to two (2) decimal places. Scores will be calculated as described within this section.

6.3.1 Customer Reference Score Calculation

Each Customer Reference Form (Exhibit 8.14) has ten (10) questions and each question will be rated by the customer providing a rating of 1-5, defined as follows:

- 5 – Exceptional
- 4 – Very Good
- 3 – Satisfactory
- 2 – Marginal
- 1 – Unsatisfactory

If a minimum score of one (1) or a maximum score of five (5) is provided by the Bidder's reference to any of the questions, a narrative comment justifying such a score is required. If a narrative comment is not provided on a question with a rating of one (1) or five (5), the State will evaluate a rating of one (1) as a zero (0) and a rating of five (5) as a four (4).

The maximum points possible for each question is five (5) (e.g. a question rated five (5) will receive five (5) points; a question rated four (4) will receive four (4) points, etc.). Each customer reference has possible maximum score of 50 points. The maximum number of points for Customer References is 150 points.

Failure to submit three (3) completed customer references on Exhibit 8.14 meeting the requirements described in Section 3.17.2, Customer References will result in the proposal being considered non-responsive. It is not necessary to submit more than three references. If submitting more than three references, only the first three shown in the proposal will be used for evaluation.

All customers on the required Customer References (and any other customers the Team may select) may be contacted.

6.3.2 Wi-Fi Option for Coverage Solution

Bidders offering a Wi-Fi option for coverage solutions will be allocated fifty (50) points. Bidder shall state their ability in meeting this requirement in Exhibit 8.19, Technical Questionnaire.

6.3.3 Device Storage Space

Bidders exceeding the minimum requirements in RFP Section 3.3.3.3, Device Storage, will be allocated thirty-five (35) points. Bidder shall state their ability in meeting this requirement in Exhibit 8.19, Technical Questionnaire.

6.3.4 Security

Bidders offering security options above the minimum requirement in RFP Section 3.3.9, Security, will be allocated points as follows:

Non Mandatory Solution Requirement	Score
The solution includes Mobile Application.	50
The solution is FedRAMP certified.	30
The solution uses HTML 5.0 and above.	30
The solution includes Multi Factor Authentication.	10
An independent security audit has been done on your solution.	10
The solution meets Federal Information Processing Standards 140-2, <i>Level 1</i> . Process must be completed to be allotted points.	50

The maximum points available for Security is 180 points. Bidders shall state their ability in meeting any of the above requirements in Exhibit 8.19, Technical Questionnaire.

6.3.5 Warranty

Bidders exceeding the minimum requirements in RFP Section 3.6, Warranty will be allocated points as follows:

Non Mandatory Solution Requirement	Score
2 year warranty	35
Lifetime warranty	50

6.3.6 MECP Certified Installers

Bidders offering MECP certified installers as described in Section 3.10.5.1, Mobile Electronics Certified Professional Installers, shall be awarded points as follows:

Non Mandatory Solution Requirement	Score
5 – 9 Certified Installers	5
10 – 15 Certified Installers	10
16 – 20 Certified Installers	15
21 + Certified Installers	20

Bidder must submit each installers MECP certificates at bid submission to receive points.

6.3.7 Battery Back Up

Bidders offering a battery backup option as described in 3.3.4 (F) will be allocated ten (10) points. Bidder shall state their ability in meeting this requirement in Exhibit 8.19, Technical Questionnaire.

6.3.8 Vehicle RFID

Bidders offering a Vehicle RFID option as described in 3.3.4.3 will be allocated ten (5) points. Bidder shall state their ability in meeting this requirement in Exhibit 8.19, Technical Questionnaire.

6.3.9 Cost Score Calculation

The Cost Score represents fifty (50) % of the total points available. Exhibit 8.21, Cost Workbook is used to determine the Cost Score. The Cost Score will be calculated based on the following components:

Cost Score Components	Maximum Points Available
Total Cost	500

The points for each Cost Score Component will be calculated as follows:

Step One:

Total Cost - Determine the lowest total cost for all Telemetry and GPS Systems categories combined for all Bidders. The maximum Total Cost Score is 500 points.

Example:

Bidder	Total for all Categories
Bidder 1	\$275.00
Bidder 2	\$300.00
Bidder 3	\$255.00
Bidder 4	\$350.00

← Lowest Total

Step Two:

For each Bidders Total Cost, use the lowest Total Cost as the NUMERATOR and the respective Bidder's total as the DENOMINATOR.

Example for Total Cost

Bidder	<u>Lowest Total (NUMERATOR)</u> Respective Bidder Total (DENOMINATOR)	Cost Factor
Bidder 1	$\frac{\$255.00}{\$275.00}$	= 0.9272
Bidder 2	$\frac{\$255.00}{\$300.00}$	= 0.8500
Bidder 3	$\frac{\$255.00}{\$255.00}$	= 1.0000
Bidder 4	$\frac{\$255.00}{\$350.00}$	= 0.7285

These results are referred to as the Cost Factor.

Step Three:

Multiply each Bidders Cost Factors by the points available to obtain the Bidder's score for that Cost Score Component.

Example for Total Cost:

Bidder	Cost Factor for Total Cost (a)	Total Cost Maximum Points Available (b)	Score for Item (a x b)
Bidder 1	0.9272	500	463.60
Bidder 2	0.8500	500	425
Bidder 3	1.0000	500	500
Bidder 4	0.7285	500	364.25

6.3.10 Total Score

The Total Score will be calculated by aggregating the non-mandatory scores and the Cost Score.

Example:

Bidder	Customer Reference Score (a)	Wi-Fi Option for Coverage (b)	Device Storage Space (c)	Security (d)	Warranty (e)	MECP Installers (f)	Vehicle RFID (g)	Cost Score (H)	Total Score (a –h)
Bidder 1	130	50	15	60	50	10	5	463.6 0	783.60
Bidder 2	125	0	20	40	50	25	0	425	685
Bidder 3	140	50	20	80	0	0	0	500	790
Bidder 4	150	0	20	20	20	15	0	364.2 5	589.25

*Before award of any preference and/or incentive points

6.3.11 Preference Calculation

6.3.11.1 Small Business Preference Calculation

If the Small Business (SB) preference is to be applied to a California-certified Small Business' Total Score, the following formula will be utilized:

SB Preference Points = (Highest Non-Small Business Total Score) x (5%)

SB Preference Points will be added to the total score of responsive proposals eligible to receive the preference.

Example: If the highest non-small business' Total Score is 800 points, the SB Preference formula would calculate as $800 \times 0.05 = 40$ Points. The 40 points would be added to the total score for all Bidders who qualify for this preference.

6.3.11.2 DVBE Incentive Calculation

If a DVBE Incentive is to be applied to a qualified Bidder's total score, the incentive amount applied to each proposal will be as shown in the below table. The following table supersedes that in Exhibit 8.15, DVBE Incentive Instructions.

Confirmed DVBE Participation	DVBE Incentive Points
2.00% and above	20
1.00% to 1.99%	10

6.3.11.3 TACPA Preference Calculations

The TACPA preference will be applied to a qualified Bidder's total cost in accordance with Government Code Section 4530 et seq.

6.4 Selection and Award

The contract will be awarded by All or None to the responsive and responsible Bidder with the highest total of points, including all applicable preference points.

If award is made to more than one Bidder, ordering departments will have the authority to select either Bidder.

6.5 Negotiations

The State may elect to enter into negotiations pursuant to Public Contract Code §6611, if conditions exist.

Section 7 – Proof of Concept

7. Proof of Concept (M)

After contract execution, a mandatory Proof of Concept (POC) demonstration will be performed by the successful Bidder. The POC demonstration will require the Contractor to demonstrate the capabilities of the proposed software and hardware solutions in the ordering agency environment and on existing ordering agency assets. The POC is also intended to determine whether the software/hardware proposed is appropriate for use and how easily it can be implemented and maintained. The POC will also validate the proposed system/solution and ensure it complies with the RFP requirements.

7.1 POC Assets

The POC will be demonstrated on existing Department of Transportation (Caltrans) and Department of General Services (DGS) assets. A total of eighty (80) assets will be used and are comprised of Heavy Duty, Light Duty, Zero Emission Vehicles, and Non Self-propelled Assets.

7.2 Proof of Concept Period (M)

The POC period will be ninety (90) days from the final date of installation on all POC assets. Any compliance deficiencies found during the ninety (90) day POC period will be allowed thirty (30) days from date of notification to correct specified deficiencies. Failure to correct deficiencies in the thirty (30) day period will result in contract termination. In the event the contract is cancelled, the Contractor will only be compensated for services performed and will not be entitled to receive any other compensation outlined in the Contract. If terminated, the next highest scoring Bidder will be offered an Intent to Award and begin their POC demonstration for the same time period stated herein.

7.2.1 Implementation Period

Prior to the POC period, Caltrans and DGS will issue a purchase order for the specified assets. An implementation meeting between Caltrans/DGS and Contractor will take place within ten (10) business days of purchase order submission to the Contractor. There may be multiple meetings that may take place over multiple days. During implementation meetings, Caltrans/DGS and Contractor shall review asset details and locations, create labels, implementation and acceptance plan including the planned deployment, timeline, installation, training and website access for Caltrans/DGS administrators. During implementation period, Contractor shall develop system test and user acceptance test scripts.

7.2.2 Post Award Agenda Summary

Item #	Action	By who	Due within
1.	Submit Purchase Order to Contractor	Caltrans/OFAM	Following contract award
2.	Implementation Meetings	Caltrans and Contractor	10 business days after receipt of order by Contractor
3.	Installation (initial 4 assets)	Contractor	2 business days of final implementation meeting
4.	Installation (76 remaining assets)	Contractor	7 calendar days of approved installation to initial 4 assets
5.	Operator Training	Contractor	24 hours of all installations
6.	Installation Manuals	Contractor	24 hours of each platform type/generation installation
7.	Administrative Training	Contractor	2 business days of approved installation to initial 4 assets
8.	Proof of Concept Period	Contractor	90 days of final date of install

7.3 POC Assets

The POC will be demonstrated on existing Department of Transportation (Caltrans) assets. A total of eighty (80) assets will be used and are comprised of Heavy Duty, Light Duty, Zero Emission Vehicles, and Non Self-propelled Assets.

7.4 Installation

Within two (2) business days of the final implementation meeting, installation shall be completed on four (4) initial assets in Sacramento, CA and shall take place during normal business hours so that asset productivity is not interrupted. The initial four (4) assets will be used to test the Contractors ability to provide required data points. After installation, connection functionality shall be tested by Caltrans within twenty-four (24) hours of notification from Contractor that connectivity is ready for testing.

Installation on the remaining seventy-six (76) assets, located throughout the state of California, shall be completed within seven (7) calendar days of verification of connection functionality and may take place outside of normal business hours so that asset productivity is not interrupted. Acceptable hours for installation will be determined by Caltrans during implementation meeting.

7.5 POC Testing Elements

POC testing will require Contractor to prove their capabilities in meeting all requirements of the RFP which include but not limited to the following elements:

- Training:
 - Operator training will take place within 24 hours of all installations at agreed upon time between Caltrans and Contractor at asset location.
 - Administrative training will be provided within 2 business days of approved connection functionality on initial four (4) assets. Administrative training will take place in Sacramento, CA. Training will be scheduled for up to eight (8) hours with scheduled breaks and lunch. Caltrans will provide Contractor will number of attendees for accurate material count.
 - Review installation documentation and produce a standardized manual for each asset type
 - Contractor shall post manuals on the Contractors website within 24 hours of installation of each individual type platform (make/model and generation)
- Complete customization and modifications to meet the agreed upon Application requirements as stated in this RFP, including:
 - Data construction and mapping, data structure, data acquisition, importing, cleansing, updating, and validation
 - Application user and system software functionality and processes
 - Reporting and analysis functionality and processes
 - Once data is being received, develop standard and custom reports, process for transmitting to ordering agency and acceptable format.
 - Establish PI connection to QuickMaps, CTP, and AssetWorks
 - Hardware and software environment considerations for user community
 - System security and access
 - User training materials and documentation
 - System administrative, operations, training and support of the customized functionality, including identification of Bidder provided post-implementation support, backup/disaster recovery and business continuity plans

- Provide all necessary hardware and software to support the development, test, training and production environments for the Bidder provided solution hosted environment
- Perform all necessary software upgrades to the hosted environment as appropriate, within twenty-four (24) hours of the notification of upgrade
- Conduct appropriate system, stress, integration testing of the software solution and hosted-environment with a mutually agreed to volume of data, number of users and user application activities
- Test snowplow and QuickMap.
- Identify data gaps or issues with data integrity.
- Fold data gap issues and solutions into reporting.
- Test send the FAMS report to OFAM and ordering agency.
- Provide an Interface Control Document
- AVL
 - Verify sensor applicability for the data required
 - Serial-type sensors for reading values such as weight, volume, temperature
 - Cameras for sending video data
 - Switch-type sensors to read on/off and position data
 - Installation per DOE electrical standards
 - Verify onboard connectivity to the GPS modem
 - The onboard GPS modem network shall be capable of receiving the data from the sensors and uploading it to the cloud during ping intervals no less than the interval established for the vehicle data
 - The data has to be made available to us with open source PI's for possible third party reporting
 - AVL Reporting
 - Customizable reports to suit Caltrans needs for AVL

The State reserves the right to eliminate any specific categories or line items from the final award. In the event a Contract is cancelled by the State either during or at the conclusion of the POC phase, the ordering agency will retain and own any data collected by the Bidder as well as any documentation completed by the Bidder pertaining to this project. The State may then begin contract negotiations with the next highest scoring bidder.

Section 8 – Exhibits

8. Introduction

The following list identifies the applicable exhibits for this solicitation:

Exhibit	Location
Exhibit 8.1 Letter of Intent to Bid	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.1 Letter of Intent to Bid.doc
Exhibit 8.2 Key Action Dates	Attached
Exhibit 8.3 Agreement Cover Letter	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.3 Agreement Cover Letter.docx
Exhibit 8.4 APP Regulations	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.4 APP Regulations.pdf
Exhibit 8.5 California Civil Rights Laws Certification	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.5 California Civil Rights Laws Certification.pdf
Exhibit 8.6 Worker's Compensation Certification	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.6 Workers Compensation Certification.doc
Exhibit 8.7 Bidder Declaration Form	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.7 Bidder Declaration Form.pdf
Exhibit 8.7A Commercially Useful Function (CUF) Worksheet	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.7A Commercially Useful Function Worksheet.doc
Exhibit 8.8, California DVBE Program Requirements	Not Applicable
Exhibit 8.9 DVBE Declaration Form (STD 843)	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.9 DVBE Declaration Form STD 843.pdf
Exhibit 8.10 Payee Data Record (STD 204)	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.10 Payee Data Record STD 204.pdf
Exhibit 8.11 Narrative Response	Attached
Exhibit 8.12 Darfur Contracting Act Certification	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.12 Darfur Contracting Act Certification.pdf
Exhibit 8.13 Federal Debarment Certification	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.13 Federal Debarment Certification.doc
Exhibit 8.14 Customer Reference Form	Attached
Exhibit 8.15 DVBE Bid Incentive Instructions	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.15 DVBE Incentive Attachment.pdf
Exhibit 8.16 TACPA Preference Request Form	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.16 TACPA Preference Request.pdf
Exhibit 8.16A Manufacturer's Summary	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.16A Manufacturers Summary.pdf
Exhibit 8.16B Bidder's Summary	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.16B Bidders Summary.pdf
Exhibit 8.17 PCRC Certification Workbook	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.17 PCRC Workbook.xls

Exhibit 8.18 Report Template	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.18 Report Template.xls
Exhibit 8.19 Technical Questionnaire	Attached
Exhibit 8.20 Acronym Glossary	Attached
Exhibit 8.21 Cost Workbook	Attached
Exhibit 8.22 IT General Provisions	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22 IT General Provisions.pdf
Exhibit 8.22A IT Purchase Special Provisions	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22A IT Purchase Special Provisions.pdf
Exhibit 8.22B IT Maintenance Special Provisions	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22B Maintenance Special Provisions.pdf
Exhibit 8.22C IT Software Special Provisions	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.22C Software Special Provisions.pdf
Exhibit 8.23 Partial list of state assets	Attached (DO NOT SUBMIT WITH BID)
Exhibit 8.24 Cloud Computing Services Special Provisions	Attached

EXHIBIT B

Document Summary

Volume 2 Requirements

Description	Exhibit Document Number	Status	Comments
Cost Workbook	Exhibit 8.21	Included	MS Excel File Attached

Request for Proposal

MASTER

Telemetry and GPS Systems - Event ID 0000005635

February 28, 2019

VOLUME 2



Prepared By: Geotab USA Inc.

Prepared For: State of California Department of General Services - Procurement Division.

Bidder:

Geotab USA, Inc.

Light Duty Vehicles

Device (including Training and Installation)												
Description	Quantity	UNSPSC	Manufacturer Part # (OEM #)	Manufacturer (OEM)	SKU #/ Item #	Item Description	Unit of Measure	Quantity In UOM	List/MSRP	Contract Discount	Contract Price	Extension
Sample	200	43211507	Samps800X	ACME	58245145156	GPS Device	Each	1	\$250.00	75.00%	\$62.50	\$12,500.00
GPS Telemetry Device, Training and Installation	36000		GO9-LTE	Geotab	GO9-LTE	Geotab GO9 telematics device, universal t-harness, installation, and training. Must be paired with PROPLUS PLAN below.	Each	1	\$248.00	100.00%	\$0.00	\$0.00
Satellite Modern, Training and Installation	500		IOX-SATIRV2	Geotab	IOX-SATIRV2	IOX Iridium satellite add-on (harness and antenna included), installation, and training.	Each	1	\$965.00	30.16%	\$674.00	\$337,000.00
Off-Hours Installation Fee	1		OFFINSTL	N/A	OFFINSTL	Additional off-hours installation fee. Must be paired with GO9-LTE (above) or INSTALL (below).	Each	1	\$100.00	50.00%	\$50.00	\$50.00
Total											\$337,050.00	

Monthly Service Charges												
Description	Quantity	UNSPSC	Manufacturer Part # (OEM #)	Manufacturer (OEM)	SKU #/ Item #	Item Description	Unit of Measure	Quantity in UOM	List/MSRP	Contract Discount	Contract Price	Extension
Monthly Service GPS Telemetry services	36000		PROPLUS PLAN	N/A	PROPLUS PLAN	PROPLUS monthly rate plan, including rich engine diagnostics, premium IOX, and active tracking.	Month	1	\$23.00	14.13%	\$19.75	\$711,000.00
Monthly Satellite Modern Data services	500		SATELLITE PLAN	N/A	SATELLITE PLAN	SATELLITE monthly rate plan	Month	1	\$38.25	10.46%	\$34.25	\$17,125.00
Monthly Interface Service	20000		SDK	N/A	SDK	Software Development Kit (SDK) and Application Programming Interface (API).	Month	1	\$0.00	100.00%	\$0.00	\$0.00
Requirements Analysis	50		ONBOARDING	N/A	ONBOARDING	Onboarding requirements analysis and database setup are free of charge, additional requirements analysis will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Design and Build	50		ONBOARDING	N/A	ONBOARDING	The design, build, and testing of initial database features are free of charge, additional design, build, and test will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Test and Report	50		ONBOARDING	N/A	ONBOARDING	The design, build, and testing of initial database features are free of charge, additional design, build, and test will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Report Development	50		REPORT	N/A	REPORT	Custom report generation and dashboards are free of charge, additional non-standard reports and dashboards will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00

AVL Monthly Service	500		AVL PLAN	N/A	AVL PLAN	AVL spreader and plow integration monthly rate plan, including video feed capability. Must be paired with PROPLUS Plan above, and optionally WTRCAM PLAN below.	Month	1	\$47.50	20.63%	\$37.70	\$18,850.00
Total												\$766,975.00

Miscellaneous Fees												
Additional Training and Installation	50		INSTALL	N/A	INSTALL	Additional installation fee, including training	Each	1	\$100.00	0.00%	\$100.00	\$5,000.00
Professional Services	50		PROSERVICES	N/A	PROSERVICES	Standard support, rules configuration, geofence creation, report generation, all included free of charge. Additional professional services will be charge at the included rate.	Hour	1	\$200.00	35.00%	\$130.00	\$6,500.00
Take Back	50		TAKEBACK	N/A	TAKEBACK	Take back service. Must be paired with G09-LTE or INSTALL above	Each	1	\$15.00	33.33%	\$10.00	\$500.00
Total											\$12,000.00	

Non-Core Catalog			
Description	List/MSRP	Contract Discount Percentage	Contract Price
Non-Core Catalog Items	\$500,000.00	20.00%	\$400,000.00
Category Total			\$1,516,025.00

PLEASE FILL OUT ALL YELLOW SECTIONS ON ALL TABS ONLY.

Quantities are for estimates only.

Additional Training and Installation only is applicable when a training or an installation appointment is missed by the ordering agency.

Bidder:

Geotab USA, Inc.

Non Self Propelled

Device (with Training and Installation)												
Description	Quantity	UNSPSC	Manufacturer Part # (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure	Quantity in UOM	List/MSRP	Contract Discount	Contract Price	Extension
Sample	200	43211507	Samps800X	ACME	5824514516	Device	Each	1	\$250.00	75.00%	\$62.50	\$12,500.00
GPS Telemetry Device and Installation	5000		SOLAR TRACKER	Flextronics	SOLAR TRACKER	Solar powered asset tracker and training.	Each	1	\$320.00	7.19%	\$297.00	\$1,485,000.00
Total												\$1,485,000.00

Monthly Service Charges												
Description	Quantity	UNSPSC	Manufacturer Part # (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure	Quantity in UOM	List/MSRP	Contract Discount	Contract Price	Extension
Monthly Service GPS Telemetry services	5000		AT PLAN	N/A	AT PLAN	AT PLAN monthly rate plan, including GPS location information Software Development Kit (SDK) and Application Programming Interface (API).	Month	1	\$12.00	16.67%	\$10.00	\$50,000.00
Monthly Interface Service	2000		SDK	N/A	SDK	Onboarding requirements analysis and database setup are free of charge, additional requirements analysis will be charged at the provided rate.	Month	1	\$0.00	100.00%	\$0.00	\$0.00
Requirements Analysis	50		ONBOARDING	N/A	ONBOARDING	Onboarding requirements analysis and database setup are free of charge, additional requirements analysis will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Design and Build	50		ONBOARDING	N/A	ONBOARDING	The design, build, and testing of initial database features are free of charge, additional design, build, and test will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Test and Report	50		ONBOARDING	N/A	ONBOARDING	The design, build, and testing of initial database features are free of charge, additional design, build, and test will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Report Development	50		REPORT	N/A	REPORT	Custom report generation and dashboards are free of charge, additional non-standard reports and dashboards will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Total												\$70,000.00

Miscellaneous Fees												
Additional Training and Installation	50		INSTALL	N/A	INSTALL	Additional installation fee, including training	Each	1	\$100.00	0.00%	\$100.00	\$5,000.00
Professional Services	50		PROSERVICES	N/A	PROSERVICES	Standard support, rules configuration, geofence creation, report generation, all included free of charge. Additional professional services will be charge at the included rate.	Hour	1	\$200.00	35.00%	\$130.00	\$6,500.00

Take Back	50		TAKEBACK	N/A	TAKEBACK	Take back service. Must be paired with G99-LTE or INSTALL above	Each	1	\$15.00	33.33%	\$10.00	\$500.00
Non-Core Catalog												
Description	List/MSRP	Contract Discount Percentage	Contract Price									
Non-Core Catalog Items	\$500,000.00	20.00%	\$400,000.00									
											Category Total	\$1,967,000.00
											Total	\$12,000.00

PLEASE FILL OUT ALL YELLOW SECTIONS ON ALL TABS ONLY.

Quantities are for estimates only.

Bidder:

Geotab USA, Inc.

Zero Emission Vehicles (ZEV)

Device (with Training and Installation)												
Description	Quantity	UNSPSC	Manufacturer Part # (OEM #)	Manufacturer (OEM)	SKU #/ Item #	Item Description	Unit of Measure	Quantity in UOM	List/MSRP	Contract Discount	Contract Price	Extension
Sample	200	43211507	Samp5800X	ACME	58245145156	Device	Each	1	\$250.00	75.00%	\$62.50	\$12,500.00
GPS Telemetry Device, Training and Installation	1500		G09-LTE	Geotab	G09-LTE	Geotab G09 telematics device, universal harness, installation, and training. Must be paired with PROPLUS PLAN below.	Each	1	\$248.00	100.00%	\$0.00	\$0.00
Satellite Modern, Training and Installation	250		IOX-SATRIV2	Geotab	IOX-SATRIV2	IOX Iridium satellite add-on (harness and antenna included), installation, and training.	Each	1	\$965.00	30.16%	\$674.00	\$168,500.00
Total												\$168,500.00

Monthly Service Charges												
Description	Quantity	UNSPSC	Manufacturer Part # (OEM #)	Manufacturer (OEM)	SKU #/ Item #	Item Description	Unit of Measure	Quantity in UOM	List/MSRP	Contract Discount	Contract Price	Extension
Monthly Service GPS Telemetry services	1500		PROPLUS PLAN	N/A	PROPLUS PLAN	PROPLUS monthly rate plan, including rich endine diagnostics, premium IOX, and active tracking.	Month	1	\$23.00	14.13%	\$19.75	\$29,625.00
Monthly Satellite Modern Data services	250		SATELLITE PLAN	N/A	SATELLITE PLAN	SATELLITE monthly rate plan	Month	1	\$38.25	10.46%	\$34.25	\$8,562.50
Monthly Interface Service	500		SDK	N/A	SDK	Software Development Kit (SDK) and Application Programming Interface (API).	Month	1	\$0.00	100.00%	\$0.00	\$0.00
Requirements Analysis	50		ONBOARDING	N/A	ONBOARDING	Onboarding requirements analysis and database setup are free of charge, additional requirements analysis will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Design and Build	50		ONBOARDING	N/A	ONBOARDING	The design, build, and testing of initial database features are free of charge, additional design, build, and test will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Test and Report	50		ONBOARDING	N/A	ONBOARDING	The design, build, and testing of initial database features are free of charge, additional design, build, and test will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Report Development	50		REPORT	N/A	REPORT	Custom report generation and dashboards are free of charge, additional non-standard reports and dashboards will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Total												\$38,187.50

Miscellaneous Fees												
Additional Training and Installation	50		INSTALL	N/A	INSTALL	Additional installation fee, including training	Each	1	\$100.00	0.00%	\$100.00	\$5,000.00

Professional Services	50		PROSERVICES	N/A	PROSERVICES	Standard support, rules configuration, geofence creation, report generation, all included free of charge. Additional professional services will be charge at the included rate.	Hour	1	\$300.00	35.00%	\$130.00	\$6,500.00
Take Back	50		TAKEBACK	N/A	TAKEBACK	Take back service. Must be paired with G09-LTE or INSTALL above	Each	1	\$15.00	33.33%	\$10.00	\$500.00
											Total	\$12,000.00

Non-Core Catalog			
Description	List/MSRP	Contract Discount Percentage	Contract Price
Non-Core Catalog Items	\$500,000.00	20.00%	\$400,000.00

Category Total	\$618,687.50
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PLEASE FILL OUT ALL YELLOW SECTIONS ON ALL TABS ONLY.

Quantities are for estimates only.

Bidder:

Geotab USA, Inc.

Heavy Duty Vehicles

Device (with Training and Installation)												
Description	Quantity	UNSPSC	Manufacturer Part # (OEM #)	Manufacturer (OEM)	SKU #/ Item #	Item Description	Unit of Measure	Quantity in UOM	List/MSR P	Contract Discount	Contract Price	Extension
Sample	200	43211507	Samps800X	ACME	58245145156	Device	Each	1	\$250.00	75.00%	\$62.50	\$12,500.00
GPS Telemetry Device, Training and Installation	15000		GO9-LTE	Geotab	GO9-LTE	Geotab GO9 telematics device, universal t-harness, installation, and training. Must be paired with PROPLUS PLAN below.	Each	1	\$248.00	100.00%	\$0.00	\$0.00
Satellite Modern, Training and Installation	400		IOX-SATIRV2	Geotab	IOX-SATIRV2	IOX Iridium satellite add-on (harness and antenna included), installation, and training.	Each	1	\$965.00	30.16%	\$674.00	\$269,600.00

Monthly Service Charges												
Description	Quantity	UNSPSC	Manufacturer Part # (OEM #)	Manufacturer (OEM)	SKU # / Item #	Item Description	Unit of Measure	Quantity in UOM	List/MSRP	Contract Discount	Contract Price	Extension
Monthly Service GPS Telemetry services	15000		PROPLUS PLAN	N/A	PROPLUS PLAN	PROPLUS monthly rate plan, including rich engine diagnostics, premium IOX, and active tracking.	Month	1	\$23.00	14.13%	\$19.75	\$296,250.00
Monthly Satellite Modern Data services	400		SATELLITE PLAN	N/A	SATELLITE PLAN	SATELLITE monthly rate plan	Month	1	\$38.25	10.46%	\$34.25	\$13,700.00
Monthly Interface Service	15000		SDK	N/A	SDK	Software Development Kit (SDK) and Application Programming Interface (API).	Month	1	\$0.00	100.00%	\$0.00	\$0.00
Requirements Analysis	50		ONBOARDING	N/A	ONBOARDING	Onboarding requirements analysis and database setup are free of charge. additional requirements analysis will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Design and Build	50		ONBOARDING	N/A	ONBOARDING	The design, build, and testing of initial database features are free of charge, additional design, build, and test will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Test and Report	50		ONBOARDING	N/A	ONBOARDING	The design, build, and testing of initial database features are free of charge, additional design, build, and test will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
Report Development	50		REPORT	N/A	REPORT	Custom report generation and dashboards are free of charge, additional non-standard reports and dashboards will be charged at the provided rate.	Hour	1	\$150.00	33.33%	\$100.00	\$5,000.00
AVL Monthly Service	2000		AVL PLAN	N/A	AVL PLAN	AVL spreader and plow integration monthly rate plan, including video feed capability. Must be paired with PROPLUS Plan above, and optionally WTRCAM PLAN below.	Month	1	\$47.50	20.63%	\$37.70	\$75,400.00
Total												\$405,350.00

Miscellaneous Fees

Additional Training and Installation	50		INSTALL	N/A	INSTALL	Additional installation fee, including training.	Each	1	\$100.00	0.00%	\$100.00	\$5,000.00
Professional Services	50		PROSERVICES	N/A	PROSERVICES	Standard support, rules configuration, guidance creation, report generation, all included free of charge. Additional professional services will be charge at the included rate.	Hour	1	\$200.00	35.00%	\$130.00	\$6,500.00
Take Back	50		TAKEBACK	N/A	TAKEBACK	Take back service. Must be paired with GOB-LITE or INSTALL above	Each	1	\$15.00	33.33%	\$10.00	\$500.00
Total											\$12,000.00	

Non-Core Catalog												
Description	List/MSRP	Contract Discount Percentage	Contract Price									
Non-Core Catalog Items	\$500,000.00	20.00%	\$400,000.00									
Category Total											\$1,086,950.00	

PLEASE FILL OUT ALL YELLOW SECTIONS ON ALL TABS ONLY.

Quantities are for estimates only.

Bidder:

Geotab USA, Inc.

	Category totals
<u>Light Duty Vehicles</u>	\$1,516,025.00
<u>Heavy Duty Vehicles</u>	\$1,086,950.00
<u>Zero Emission Vehicles (ZEV)</u>	\$618,687.50
<u>Non Self Propelled</u>	\$1,967,000.00
	\$5,188,662.50

PLEASE FILL OUT ALL YELLOW SECTIONS ON ALL TABS ONLY.

EXHIBIT C

Request for Proposal

MASTER

Telemetry and GPS Systems - Event ID 0000005635

February 28, 2019

VOLUME 1



Prepared By: Geotab USA Inc.

Prepared For: State of California Department of General Services - Procurement Division.

Document Summary

Volume 1 Requirements

Description	Exhibit Document Number	Status	Comments
Agreement Cover Letter	Exhibit 8.3	Included	
California Civil Rights Laws Certification	Exhibit 8.5	Included	
Workers Compensation Certification	Exhibit 8.6	Included	
Bidder Declaration Form	Exhibit 8.7	Included	
* Commercially Useful Function Worksheet	Exhibit 8.7A	Not Applicable	None of the subcontractors meet the socio-economic programs requirements
* DVBE Declaration Form (STD 843)	Exhibit 8.9	Not Applicable	None of the subcontractors qualify as Disabled Veteran Business Enterprises
Payee Data Record (STD 204)	Exhibit 8.10	Included	
Narrative Response	Exhibit 8.11	Included	
Authorized Dealer Letter	OEM Letter	Included	
Darfur Contracting Act	Exhibit 8.12	Included	
Federal Debarment Certification Form	Exhibit 8.13	Included	
Customer Reference Form	Exhibit 8.14	Included	
* TACPA Standard Form (STD 830)	Exhibit 8.16	Not Applicable	

* Manufacturer's Summary of Contract Activities and Labor Hours Form (DGS/PD 525)	Exhibit 8.16A	Not Applicable	
* Bidder's Summary of Contract Activities and Labor Hours Form (DGS/PD 526)	Exhibit 8.16B	Not Applicable	
PCRC Workbook	Exhibit 8.17	Included	
Technical Questionnaire	Exhibit 8.19	Included	PDF version of the questionnaire is included in the master document. MS Word File is also attached
System Diagram and Data Flow Diagram	Literature	Included	
Emergency Disaster Recovery Plan per Section 3.3.5	Written Plan	Included	A web link is provided as this is a live document kept up to date by Geotab's security department
MECP Certified Installers (if claiming) per Section 6.3.6	Certificates	Not Included	
Third Party independent security audit report (if claimed)	Report Certificates	Not Included	Geotab's latest pentest conducted by Scalar can be provided upon award
FedRAMP certification (if claimed)	Certificates	Not Included	In process. Expected to be completed within a year
Interface Control Documents	Interface Control Documents	Included	A web link is provided to Geotab's interface APIs

Agreement Cover Letter

The undersigned is authorized to bind the bidder's firm contractually. This document must be signed and returned along with the entire bid response with original signatures.

- A. We have carefully read and understand all the requirements, provisions and terms and conditions in this RFP and agree to be bound by them.
- B. All required attachments are included with this cover sheet

An Unsigned Agreement Cover Sheet May Be Cause for Bid Rejection

Event ID:	0000005635
Company Name:	Geotab USA, Inc.
Contact Name:	Neil Cawse
Title:	President
Address:	770 East Pilot Road, Suite A
City, State & Zip Code:	Las Vegas, NV, 89119, USA
Telephone Number:	1-877-263-5720
Facsimile Number:	1-702-977-5983
Email:	neilcawse@geotab.com
Signature:	DocuSigned by:  4DBD3A22BCFD499...

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, any bidder entering into or renewing a contract over \$100,000 on or after January 1, 2017, shall certify all of the following:

- A. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- B. That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- C. (1) That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

(2) Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> Geotab USA, Inc.		
<i>By (Authorized Signature)</i> DocuSigned by: 		
<i>Printed Name and Title of Person Signing</i> Neil Cawse President		
<i>Date Executed</i> 2/25/2019	<i>Executed in the County and State of</i> oakville, Ontario	

Exhibit 8.6

WORKERS' COMPENSATION CERTIFICATION

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.

DocuSigned by:
Neil Cawse 2/25/2019
Signature 4DBD3A22BCFD489... **Date**

Neil Cawse President

Name and Title (Print or Type)

Geotab USA,
Inc.
Firm Name

770 East Pilot Road, Suite A, Las Vegas, NV, 89119

Street Address, City, State ZIP

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None X (If "None", go to Item #2)
- b. Will subcontractors be used for this contract? Yes (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

See Exhibit 8.7 - Attachment 1.b

- c. If you are a California certified DVBE: (1) Are you a broker or agent? **No**
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
USA Fleet Solutions Norma Havens 775-830-7358	norma@usafleetsolutions.com 169 Cadillac Pl, Reno, NV 89509, USA	None	Reseller; Sales, project management, onboarding, training and customer support	20	No	N/A
BSM Technologies Chris Jackson 416-712-7781	Chris.Jackson@bsmtechnologies.com 75 International Blvd #100, Etobicoke, ON M9W 6L9	None	Reseller; Sales, project management, onboarding, training and customer support	20	No	N/A
Assured Telematics Frank Pellitta 617-470-3530	fpellitta@assuredtelematics.com 64 Windsor Rd, Milton, MA 02186, USA	None	Reseller; Sales, project management, onboarding, training and customer support	20	No	N/A
RMJ Jerome Toliver 760-566-3182	jtoliver@rmjtech.com 970 Los Vallecitos Blvd #202, San Marcos, CA 92069, USA	None	Reseller; Sales, project management, onboarding, training and customer support	20	Yes	N/A

Flextronics Cory Halbardier 949-735-4702	cory.halbardier@flex.com 6201 America Center Drive, San Jose, CA 95002, USA	None	Supplier; Self-propelled trackers	20	Yes	N/A
Zenduit Vishal Singh 647-894-9353	vsingh@zenduit.com 102-2680 Matheson Blvd E, Mississauga, ON L4W 0A5	None	Supplier; AVL cameras	20	No	N/A
BSM Technologies Chris Jackson 416-712-7781	Chris.Jackson@bsmtechnologies.com 75 International Blvd #100, Etobicoke, ON M9W 6L9	None	Supplier; AVL spreader and plow integration	20	No	N/A
Orbital Installation Technologies Ryan Scharnowske 317-774-3668	ryan@orbitalcustoms.com 9750 E Suite 1200, 150 St, Noblesville, IN 46060, USA	None	Installer; All asset categories	20	Yes	N/A
Warren Installation Inc. Bob Warren 717-517-9321	bobw@warreninstall.com 1842 William Penn Way, Suite 101, Lancaster, PA 1760, USA		Installer; All asset categories	20	No	N/A

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION INSTRUCTIONS**All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

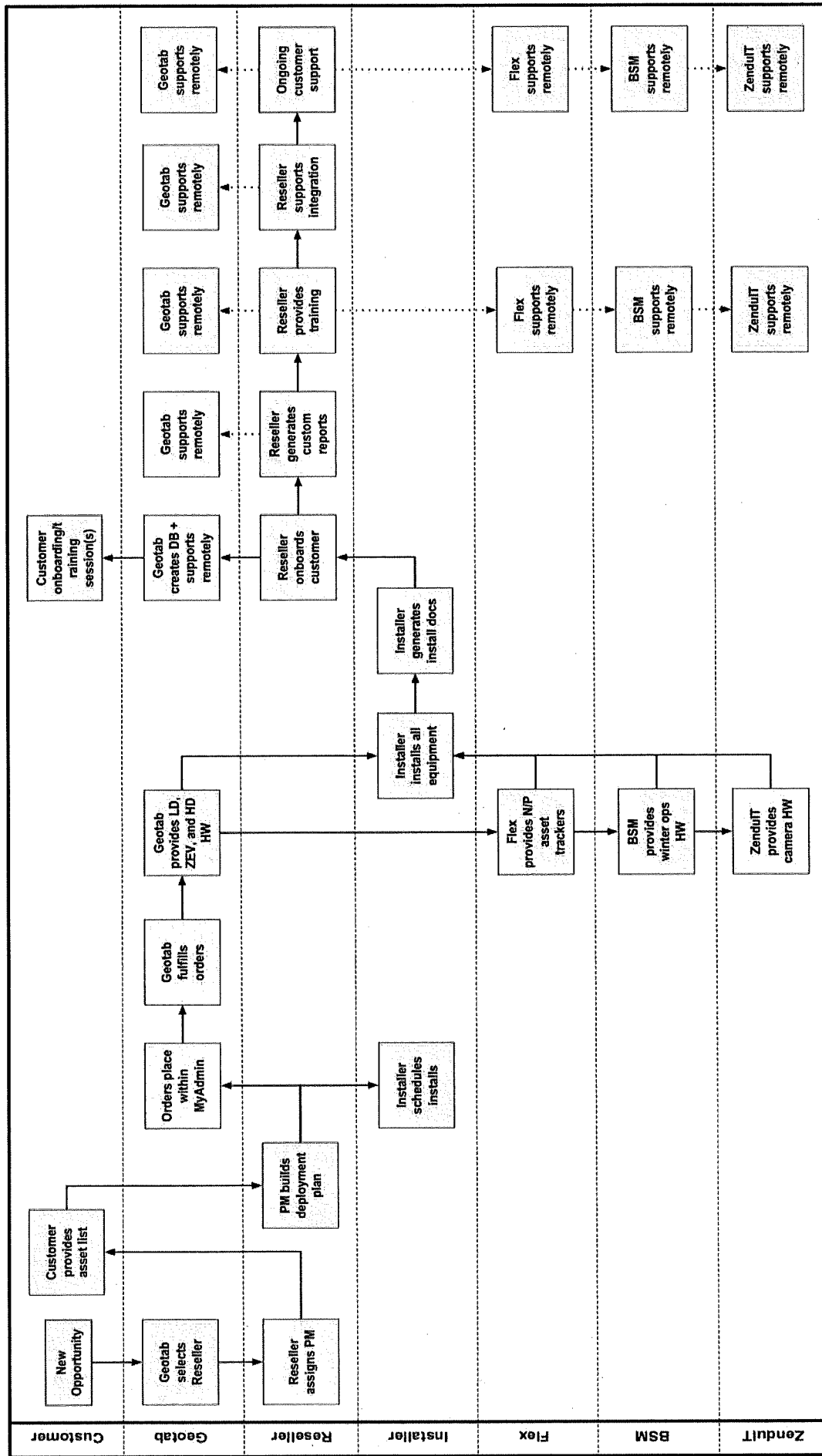
Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page 3 of 4" accordingly.

Exhibit 8.7 – Attachment 1.b

Geotab will perform all functions in the “Geotab” row. Geotab and/or a subcontractor will perform all functions in the “Reseller” and “Installer” rows.



PAYEE DATA RECORD

Required when receiving payment from the State of California in lieu of IRS W-9)

TD. 204 (Rev. 6-2003)

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)

Geotab USA, Inc.

SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)**E-MAIL ADDRESS**

usafinance@geotab.com

MAILING ADDRESS

770 E. Pilot Road, Suite A

BUSINESS ADDRESS

770 E. Pilot Road, Suite A

CITY, STATE, ZIP CODE

Las Vegas, NV 89119

CITY, STATE, ZIP CODE

Las Vegas, NV 89119

3

**PAYEE
ENTITY
TYPE**
**CHECK
ONE BOX
ONLY**
ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):

33-1223787

☐ **PARTNERSHIP****CORPORATION:**☐ **ESTATE OR TRUST**☐ **MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (nonprofit)☒ **ALL OTHERS**
☐ **INDIVIDUAL OR SOLE PROPRIETOR
ENTER SOCIAL SECURITY NUMBER:**

--	--	--	--	--	--	--	--	--	--

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE:

Payment will not be processed without an accompanying taxpayer I.D. number.

4

**PAYEE
RESIDENCY
STATUS**
☒ California resident - Qualified to do business in California or maintains a permanent place of business in California.☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.☐ No services performed in California.☐ Copy of Franchise Tax Board waiver of State withholding attached.

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct.
Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)

Ally Brekke

TITLE

Controller

SIGNATURE**DATE**

05/16/2018

TELEPHONE

(702)416-8625

6

Please return completed form to:

Department/Office: _____

Unit/Section: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

E-mail Address: _____

**NARRATIVE RESPONSE
EXHIBIT 8.11**

Instructions: Bidder must complete each line item outlined below.

BIDDER NAME:	Geotab USA, Inc.
---------------------	------------------

NARRATIVE QUESTIONS:

1. Describe the navigation from their website homepage to their publicly available price list webpage. (RFP Section 3.7, Pricing)

It is not possible to navigate to Geotab's price list from the Geotab homepage, since it is not a public price list. Geotab will provide navigation details for its private price list upon award.

2. Provide the Board of Equalization Retailer's Seller Permit number in the space provided below. (RFP Section 3.17.3)

102897608

3. Please describe Distribution Plan (RFP Section 3.17.13)

A high-level view of Geotab's Distribution Plan is provided below in Exhibit 8.11 – Attachment 5A.

Geotab directly supports distribution for all products from OEM to resellers and/or end customers globally. Fulfillment of all orders are managed through Geotab internal teams, systems, and warehouses.

Order Entry:

Geotab or a subcontractor will enter the applicable orders through the Geotab MyAdmin portal to ensure complete information on the product, and that volume, account, and ship to address are detailed with quality information. Confirmation of order is provided at the time of completion. All orders entered in MyAdmin are pushed into the Geotab ERP system for order and inventory management review. All additional updates on orders, shipments and tracking are updated and communicated directly within MyAdmin.

Fulfillment and Delivery:

Geotab will maintain inventory of Geotab and third party hardware (including AVL hardware, non-self propelled asset trackers, and video camera hardware) in its warehouses to support orders in real time based on sales forecasts, projections, and historical trends. Product orders will be shipped to end user from a Geotab warehouse, using a third party shipper (for example, UPS, FedEx, or other) selected by Geotab in accordance with Geotab's instructions.

4. Bidders desiring to claim the small business preference must answer the questions below in order to be eligible for this preference (RFP Section 3.18.3) Bidders must also complete Exhibit 8.7, Bidder Declaration.

A) Are you a California certified small business claiming the small business preference?

☒ **No** (Continue to question B)

☐ **Yes** (Provide bidder information below)

State of California, Office of Small Business and DVBE Services (OSDS) Certification reference number:

Bidder's company is a: ☐ Non-Manufacturer ☐ Manufacturer

B) Are you a non-small business claiming at least twenty-five percent (25%) small business subcontractor preference?

☒ **No**

☐ **Yes** (Provide subcontractor certification information on Exhibit 8.7, Bidder Declaration Form)

Bidders desiring to claim the DVBE incentive must answer the questions below in order to be eligible for this incentive (RFP Section 3.18.2) Bidders must also complete Exhibit 8.7, Bidder Declaration and Exhibit 8.9, DVBE Declaration Form.

A) Are you a California certified DVBE claiming the DVBE incentive?

☒ **No** (Continue to question B)

☐ **Yes** (Provide bidder information below)

State of California, Office of Small Business and DVBE Services (OSDS) Certification reference number:

Bidder's company is a: ☐ Non-Manufacturer ☒ Manufacturer

B) Are you subcontracting a portion of work to be performed by a DVBE?

☒ **No**

☐ **Yes** (Provide subcontractor certification information on Exhibit 8.7, Bidder Declaration Form)

5. If bidder's proposal involves the use of subcontractors for a portion of the contract, explain the following (RFP Section 3.18.4):

- 1.) How the bidder as the prime contractor will manage and control the work of the subcontractor(s)
- 2.) The roles assigned to the prime contractor and subcontractor(s) during the execution of the contract

- 1) Geotab has contractual agreements with all subcontractors, with comprehensive roles and responsibilities for the successful execution of this contract. Detailed section flow downs directly from the RFP are included in these agreements.
- 2) See Exhibit 8.11 - Attachment 5A below for a high level summary of prime contractor and subcontractor roles and responsibilities. Geotab will perform all functions in the "Geotab" row. Geotab and/or a subcontractor will perform all functions in the "Reseller" and "Installer" rows. Geotab will source AVL products, non-self propelled asset trackers and video camera hardware for AVL from specified subcontractors.

```

graph TD
    subgraph Customer
        NO[New Opportunity]
        CPA[Customer provides asset list]
        CO[Customer onboarding/ training session(s)]
    end

    subgraph Geotab
        GSR[Geotab selects Reseller]
        OPM[Orders place within MyAdmin]
        GFO[Geotab fulfills orders]
        GPD[Geotab provides LD, ZEV, and HD HW]
        GCD[Geotab creates DB + supports remotely]
        GSR2[Geotab supports remotely]
        GSR3[Geotab supports remotely]
        GSR4[Geotab supports remotely]
        GSR5[Geotab supports remotely]
        GSR6[Geotab supports remotely]
    end

    subgraph Reseller
        RPM[Reseller assigns PM]
        PBD[PM builds deployment plan]
        RO[Reseller onboards customer]
        RCR[Reseller generates custom reports]
        RPT[Reseller provides training]
        RSI[Reseller supports integration]
        RCS[Reseller supports remotely]
        OSCS[Ongoing customer support]
    end

    subgraph Installer
        IS[Installer schedules install]
        IE[Installer installs all equipment]
        ID[Installer generates install docs]
    end

    subgraph Flex
        FNP[Flex provides N/P asset trackers]
        FR[Flex supports remotely]
        FR2[Flex supports remotely]
    end

    subgraph BSM
        BSW[BSM provides winter ops HW]
        BSR[BSM supports remotely]
        BSR2[BSM supports remotely]
    end

    subgraph ZenduIT
        ZCH[ZenduIT provides camera HW]
        ZSR[ZenduIT supports remotely]
        ZSR2[ZenduIT supports remotely]
    end

    NO --> GSR
    GSR --> RPM
    RPM --> CPA
    CPA --> PBD
    PBD --> OPM
    OPM --> GFO
    GFO --> IE
    IE --> ID
    ID --> RO
    RO --> RCR
    RCR --> RPT
    RPT --> RSI
    RSI --> RCS
    RCS --> OSCS
    OSCS --> GSR6
    GSR6 --> GSR5
    GSR5 --> GSR4
    GSR4 --> GSR3
    GSR3 --> GSR2
    GSR2 --> CO
    CO --> GSR2

    GPD --> IE
    IE --> FNP
    FNP --> BSW
    BSW --> ZCH
    ZCH --> IE
    IE --> FR
    FR --> BSR
    BSR --> ZSR
    ZSR --> FR2
    FR2 --> BSR2
    BSR2 --> ZSR2
    ZSR2 --> FR2
  
```



PRIVATE AND CONFIDENTIAL

DELIVERED VIA EMAIL (JEANPB@GEOTAB.COM)

November 20, 2018

Geotab Inc.
2291 Winston Park Drive
Oakville, Ontario L6H 6R7
Canada
Attn: Mr. Jean Pilon-Bignell, Associate VP, Government and Smart City

Dear Mr. Pilon-Bignell

RE: State of California Department of General Services – Procurement Division's Request for Proposal for Telemetry and GPS Systems Event ID 0000005635 dated April 6, 2018, (the "California RFP")

Further to the California RFP, the purpose of this letter is to acknowledge the Geotab Inc. ("Geotab") request for BSM Technologies Ltd. ("BSM") to authorize Geotab and the subcontractors (Geotab resellers) listed on Geotab's final response to the California RFP to resell BSM's Winter Maintenance Solution currently being developed after an award is made to Geotab under the California RFP. BSM is committed to utilizing commercially reasonable efforts to develop a Winter Maintenance Solution that is able to address data collection, data flow, and reporting interact with Geotab's MyGeotab platform.

Subject to the following requirements, please take this letter as BSM's intent to authorize Geotab and the subcontractors (Geotab resellers) listed on Geotab's final response to the California RFP to resell the Winter Maintenance Solution under the California RFP:

- 1) A definitive framework agreement is entered into between BSM and Geotab on Geotab's Winter Maintenance flow down agreement in connection with the California RFP;
- 2) BSM completing the design and build of the Winter Maintenance Solution on a commercially reasonable basis;
- 3) A definitive reseller agreement being entered into between BSM and Geotab for the resale of the Winter Maintenance Solution;
- 4) Geotab being awarded a contract pursuant to the California RFP; and
- 5) Such other items that BSM may request or require.

Notwithstanding the foregoing, subject to the limited rights expressly granted hereunder BSM reserves all rights, title and interest in and to the Winter Maintenance Solution, including any and

all related intellectual property rights. No rights are granted to Geotab or any other Geotab reseller hereunder to the Winter Maintenance Solution other than as expressly set forth herein.

This letter constitutes the entire agreement and understanding between the parties hereto and supersede any prior agreements, commitment letters, undertakings, declarations, representations and understandings, both written and verbal, in respect of the subject matter hereof.

BSM TECHNOLOGIES LTD.

A handwritten signature in dark ink, appearing to read 'Chris Jackson', is written over a horizontal line.

Per: Chris Jackson

Title: Vice President, Government Operations



February 13, 2019

AUTHORIZED RESELLER LETTER

TO: State of California
Department of General Services – Procurement Division

RE: Request for Proposal
Telemetry and GPS Systems
Event ID 0000005635

I am an authorized representative of **Flextronics Logistics USA, Inc.**

This letter certifies that **GEOTAB USA INC.** is an authorized reseller of our company's products in the United States of America.

This certification is valid until December 31, 2019.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Timothy Stewart". The signature is fluid and cursive, with a long horizontal stroke at the end.

Timothy Stewart
VP, Secretary



Zenduit Corporation
102-2680 Matheson Blvd E, Mississauga
Ontario, Canada L4W0A4
www.zenduit.com | +1 855-936-3848

February 22, 2019

AUTHORIZED RESELLER LETTER

TO: State of California
Department of General Services – Procurement Division

RE: Request for Proposal
Telemetry and GPS Systems
Event ID 0000005635

I am an authorized representative of Zenduit Corporation.

This letter certifies that **GEOTAB USA INC.** is an authorized reseller of our company's products in the United States of America.

This certification is valid until December 31, 2019.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Vishal Singh
CTO



Exhibit 8.13

FEDERAL DEBARMENT CERTIFICATION FORM

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS
ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) *The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*
- (2) *Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.*

Neil Cawse

President

Name and Title of Authorized Representative

DocuSigned by:

4DBD3A22BCFD499...

2/25/2019

Signature

Date

Exhibit 8.13

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this RFP Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this RFP Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered

Exhibit 8.13

transactions.

Exhibit 8.13

7. *A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.*
8. *Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.*
9. *Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.*

CUSTOMER REFERENCE FORM

Bidders must submit three (3) completed Customer Reference Forms with their submittal as described in Section 3.17.2, Customer Reference. Refer to requirement for detailed instructions.

Contractor's (Bidder) Name:	Geotab USA, Inc.
Agency/Company Name (Bidder's Customer):	AutoZone Parts Inc.
Customer's Fleet Count:	17,203
Products/Services Provided:	G06/G07
Date Product/Services Provided:	04/18/2011
Customer (Bidder's Customer) Contact Name and Title:	Clay A. Gaudet Fleet Manager
Customer Phone Number:	901-495-7363
Customer Fax Number:	901-495-8478
Customer E Mail Address:	Clay.gaudet@autozone.com

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, please kindly provide an explanation.

Please follow the rating guidelines below for description of rating scale:

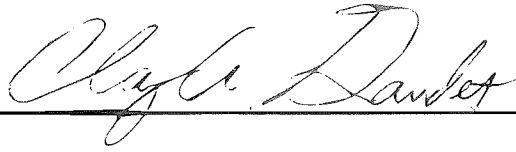
Rating Guidelines and Description of Rating Scale:		
Exceptional	(5)	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good	(4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory	(3)	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal	(2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactory	(1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

CUSTOMER REFERENCE FORM

Factors Rated	Questions	Comments (continue on additional sheets if desired) Mandatory if score is either 1 or 5	Rating
Timeliness	1. How would you rate the contractor's ability providing data transmission in non-metropolitan, rural mountain areas?	<i>Geotab has coverage everywhere we go, including non-metropolitan and rural mountain areas such as Alaska and Hawaii.</i>	① ② ③ ④ ⑤
	2. How would you rate the contractor's ability to deliver components in a timely manner?	<i>Geotab delivers the devices by the next day.</i>	① ② ③ ④ ⑤
	3. How would you rate the contractor's turnaround time to repair non-operating devices?	<i>Geotab processes RMA's the same day and turnaround is very quick.</i>	① ② ③ ④ ⑤
Contract Management	4. How would you rate the contractor's ability to handle large fleets? (Fleet over 5000 assets)	<i>We have over 17,000 vehicles and continue to grow.</i>	① ② ③ ④ ⑤
	5. How would you rate the service provided by the contractor's assigned Contract Administrator and/or Project Manager?	<i>Geotab has a team that works our account along with our Account Manager. We get great service from everyone at Geotab.</i>	① ② ③ ④ ⑤
Quality	6. How would you rate the quality of the contractor's value-added services: • Installation • Device health management • Account's needs management (customer service)	<i>All communication from Geotab is very timely. Installation can be done by anyone. Geotab constantly monitors every device's health. Geotab's customer service is superior.</i>	① ② ③ ④ ⑤
	7. How would you rate the performance of contractor's products compared to that of its competitors?	<i>We tested many of the other providers and none of the others had the complete package like Geotab.</i>	① ② ③ ④ ⑤
Ordering	8. How would you rate the contractor's ordering system?	<i>We receive next day delivery of all of our orders.</i>	① ② ③ ④ ⑤
Reporting	9. How would you rate the contractor's ability to provide reports including Ad hoc reports in an accurate and timely manner?	<i>We receive the reports we request from Geotab generally the same day as requested. We have the ability to build our own and get them instantly.</i>	① ② ③ ④ ⑤
Customer Satisfaction	10. How would you rate your level of overall satisfaction with the contractor? • Hardware • Application • Customer service	<i>The hardware is plug and play, simple to use. The real time data is invaluable. Geotab's customer service is superior to ours.</i>	① ② ③ ④ ⑤

CUSTOMER REFERENCE FORM

Rater's Signature:



Date: 09/18/2018

Geotab has reduced our accident ratio, improved driving behaviors while reducing operating cost. We have been using Geotab since 2011 and wish we would have partnered with them sooner.

CUSTOMER REFERENCE FORM

Bidders must submit three (3) completed Customer Reference Forms with their submittal as described in Section 3.17.2, Customer Reference. Refer to requirement for detailed instructions.

Contractor's (Bidder) Name:	Geotab USA, Inc.
Agency/Company Name (Bidder's Customer):	PepsiCo
Customer's Fleet Count:	70000
Products/Services Provided:	GO7, GO6, Geotab Drive
Date Product/Services Provided:	NA
Customer (Bidder's Customer) Contact Name and Title:	Bob Zimmer Fleet Technology Sustainability Manager
Customer Phone Number:	847-924-6688
Customer Fax Number:	
Customer E Mail Address:	Bob.zimmer@pepsico.com

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, please kindly provide an explanation.

Please follow the rating guidelines below for description of rating scale:

Rating Guidelines and Description of Rating Scale:		
Exceptional	(5)	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good	(4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory	(3)	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal	(2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactory	(1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

CUSTOMER REFERENCE FORM

Factors Rated	Questions	Comments <i>(continue on additional sheets if desired)</i> Mandatory if score is either 1 or 5	Rating ① ② ③ ④ ⑤
Timeliness	1. How would you rate the contractor's ability providing data transmission in non-metropolitan, rural mountain areas?	5 -SIM card in device should be tailored for primary environment.	① ② ③ ④ ⑤
	2. How would you rate the contractor's ability to deliver components in a timely manner?	5 – Typically ships next day, product usually delivered within 7-10 days.	① ② ③ ④ ⑤
	3. How would you rate the contractor's turnaround time to repair non-operating devices?	5 – RMA process is very easy, just replace with new and send back the old. No repairs are performed.	① ② ③ ④ ⑤
Contract Management	4. How would you rate the contractor's ability to handle large fleets? (Fleet over 5000 assets)	5 – Large fleets very well accommodated.	① ② ③ ④ ⑤
	5. How would you rate the service provided by the contractor's assigned Contract Administrator and/or Project Manager?	5 – Immediate or few hours for a reply, issues escalated properly.	① ② ③ ④ ⑤
Quality	6. How would you rate the quality of the contractor's value-added services: • Installation • Device health management • Account's needs management (customer service)	N/A – We manage this internally.	① ② ③ ④ ⑤
	7. How would you rate the performance of contractor's products compared to that of its competitors?	5 – Industry leader	① ② ③ ④ ⑤
Ordering	8. How would you rate the contractor's ordering system?	3 – Ordering system suited for resellers. PepsiCo is unique in that we order direct from multiple offices. System not setup to handle this efficiently.	① ② ③ ④ ⑤
Reporting	9. How would you rate the contractor's ability to provide reports including Ad hoc reports in an accurate and timely manner?	5 – Reporting needs handled quickly, SDK/API access available.	① ② ③ ④ ⑤
Customer Satisfaction	10. How would you rate your level of overall satisfaction with the contractor? • Hardware • Application • Customer service	5 – Very satisfied in all aspects.	① ② ③ ④ ⑤

CUSTOMER REFERENCE FORM

Rater's Signature:  _____

Date: 9/4/18

CUSTOMER REFERENCE FORM

Bidders must submit three (3) completed Customer Reference Forms with their submittal as described in Section 3.17.2, Customer Reference. Refer to requirement for detailed instructions.

Contractor's (Bidder) Name:	Geotab USA, Inc.
Agency/Company Name (Bidder's Customer):	UPS
Customer's Fleet Count:	Over 300,000 power and non-power pieces of equipment
Products/Services Provided:	Transportation Logistics – Delivery services
Date Product/Services Provided:	Since 1907
Customer (Bidder's Customer) Contact Name and Title:	Ralph Gallagher, <i>United Parcel Service Inc.</i> <i>Director – Automotive Global Telematics</i>
Customer Phone Number:	404-828-6304 (desk) 678-524-6946 (cell)
Customer Fax Number:	
Customer E Mail Address:	RGALLAGHER@UPS.COM

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, please kindly provide an explanation.

Please follow the rating guidelines below for description of rating scale:

Rating Guidelines and Description of Rating Scale:		
Exceptional	(5)	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good	(4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory	(3)	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal	(2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.

CUSTOMER REFERENCE FORM

Unsatisfactory (1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.
---------------------------	--

Factors Rated	Questions	Comments (continue on additional sheets if desired) Mandatory if score is either 1 or 5	Rating
Timeliness	1. How would you rate the contractor's ability providing data transmission in non-metropolitan, rural mountain areas?	<i>Experiencing better than 98% coverage throughout US</i>	① ② ③ ④ ⑤
	2. How would you rate the contractor's ability to deliver components in a timely manner?	<i>Have never had delays in meeting deployment schedules due to lack of inventory</i>	① ② ③ ④ ⑤
	3. How would you rate the contractor's turnaround time to repair non-operating devices?	<i>Excellent policies around RMA's. They stand behind their product well</i>	① ② ③ ④ ⑤
Contract Management	4. How would you rate the contractor's ability to handle large fleets? (Fleet over 5000 assets)	<i>Although a relatively small company, they have ingeniously devised a VAR network for support services, and have made appropriate commitments to their largest customers</i>	① ② ③ ④ ⑤
	5. How would you rate the service provided by the contractor's assigned Contract Administrator and/or Project Manager?	<i>We have a procurement function responsible for negotiations; I have always been impressed with Geotab's patience and commitment during contract resolution items.</i>	① ② ③ ④ ⑤
Quality	6. How would you rate the quality of the contractor's value-added services: • Installation • Device health management • Account's needs management (customer service)	<i>I have never had anything less than a 5 star experience in dealing with any exceptions</i>	① ② ③ ④ ⑤
	7. How would you rate the performance of contractor's products compared to that of its competitors?	<i>Cannot overstate the quality and reliability of the product, let alone its robustness in relatively harsh environments.</i>	① ② ③ ④ ⑤
Ordering	8. How would you rate the contractor's ordering system?	<i>Geotab is very accommodating at figuring out "what works". UPS's legacy systems...well...are just that!</i>	① ② ③ ④ ⑤

CUSTOMER REFERENCE FORM

Reporting	9. How would you rate the contractor's ability to provide reports including Ad hoc reports in an accurate and timely manner?	<i>This really isn't Geotab's value prop; they have sophisticated tools to support most customer needs; but its more "self - help" here.</i>	① ② ③ ④ ⑤
Customer Satisfaction	10. How would you rate your level of overall satisfaction with the contractor? • Hardware • Application • Customer service	<i>Hands down, the most honorable group of folks you could ever wish to work with.</i>	① ② ③ ④ ⑤

Rater's Signature: Ralph J. Gallagher

Date: 8/31/18

PCRC Certification Workbook

Post Consumer Recycled Content (PCRC) Percentages Worksheet

Contractor: Geotab USA, Inc.
Revision: 1

Instructions:

1. For all line items offered to the State, Bidder shall list the minimum percentage, if not exact percentage, of postconsumer material within the State Agency Buy Recycled Campaign (SABRC) Reportable Product Categories.
2. Sample #1 - If the line item contains PCRC that meets or exceeds the SABRC minimum percent PCRC, Contractor(s) shall enter "Yes" in Column D. Bidders must also enter the product's PCRC percentage in appropriate SABRC category column.
3. Sample #2 - If the line item contains PCRC, but does not contain the SABRC minimum percent PCRC, Contractor(s) shall enter "No" in Column D. Bidders must also enter the product's PCRC percentage in appropriate SABRC category column.
4. Sample #3 - If the line item does not contain PCRC, Contractor(s) shall enter "N/A" in the column, "Product meets SABRC Minimum PCRC Content."
5. Refer to SABRC Reportable Product Categories Table for more information regarding categories listed.

Contract Line Item Number (CLIN)	Item Description	Manufacturer	Manufacturer's Part Number	Product meets minimum SABRC PCRC Content	Postconsumer Recycled Content Percentage (%) per SABRC Product Category																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
					Antifreeze 70%	Co-Compost & Mulch 80%	Glass Products 10%	Lubricating Oils 70%	Metal Products 10%	Paint 50%	Paper Products 30%	Plastic Products 10%	Printing and Writing Papers 30%	Tire-Derived Product 50%	Tires retread																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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<-- Sample #1

<-- Sample #2

<-- Sample #3

Technical Questionnaire

EXHIBIT 8.19

Instructions: Bidder must complete each line item outlined below.

1. Are you offering Wi Fi as a coverage option? (Section 6.3.2) Yes or No. (circle one)
Answer: No, Geotab does not offer a Wi Fi coverage option.
2. Are you offering a device that stores data at the maximum reporting rate for more than the minimum of forty-five days (45)? (Section 6.3.3)
Answer: Yes, Geotab is offering a device that stores data at the maximum reporting rate of more than the minimum of forty-five days.
3. Are you offering an extended warranty for two (2) years or lifetime warranty? (Section 6.3.5)
Answer: Limited Lifetime Warranty on the Geotab GPS Telemetry Device, 2-year warranty on all other equipment.
4. Does your solution include a Mobile Application? (Section 6.3.4 and 3.3.6.1)
Answer: Yes, the Geotab solution includes a Mobile Application.
5. Have you completed the process so that the system meets Federal Information Processing Standards 140-2, level 1 or equivalent? (Section 6.3.4)
Answer: Yes, Geotab has been awarded FIPS 140-2 validation by the National Institute of Standards and Technology (NIST), with certificate #3371.
6. Is your service FedRAMP certified? (Section 6.3.4)
Answer: In process, Geotab was awarded a single-source contract for the GSA federal fleet on Jan 16/2019. GSA Fleet provides fleet management shared services to over 75 federal agencies comprising of over 214,000 vehicles. As part of this award, Geotab is now in the FedRAMP certification process which is required to be completed this year.
7. Does the solution use HTML 5.0 and above? (Section 6.3.4)
Answer: Yes, Geotab's telematics solution uses HTML 5.0.
8. Does the solution include Multi Factor Authentication? (Section 6.3.4)
Answer: Partial, the Geotab solution includes SAML 2.0, allowing customers to integrate their own SAML-based IdP (Identity Provider), which may have Multi Factor Authentication.

9. Has an independent security audit been done on your solution? (Section 6.3.4)

Answer: Yes, an independent security audit has been done on the Geotab solution.

10. Are you offering a telemetry system with a battery backup as described in Section 3.3.4 (F)?

Answer: No, the Geotab GPS Telemetry Device does not contain a battery backup.

11. Are you offering vehicle RFID technologies as described in Section 3.3.4.4?

Answer: No, RFID is only used for driver identification.

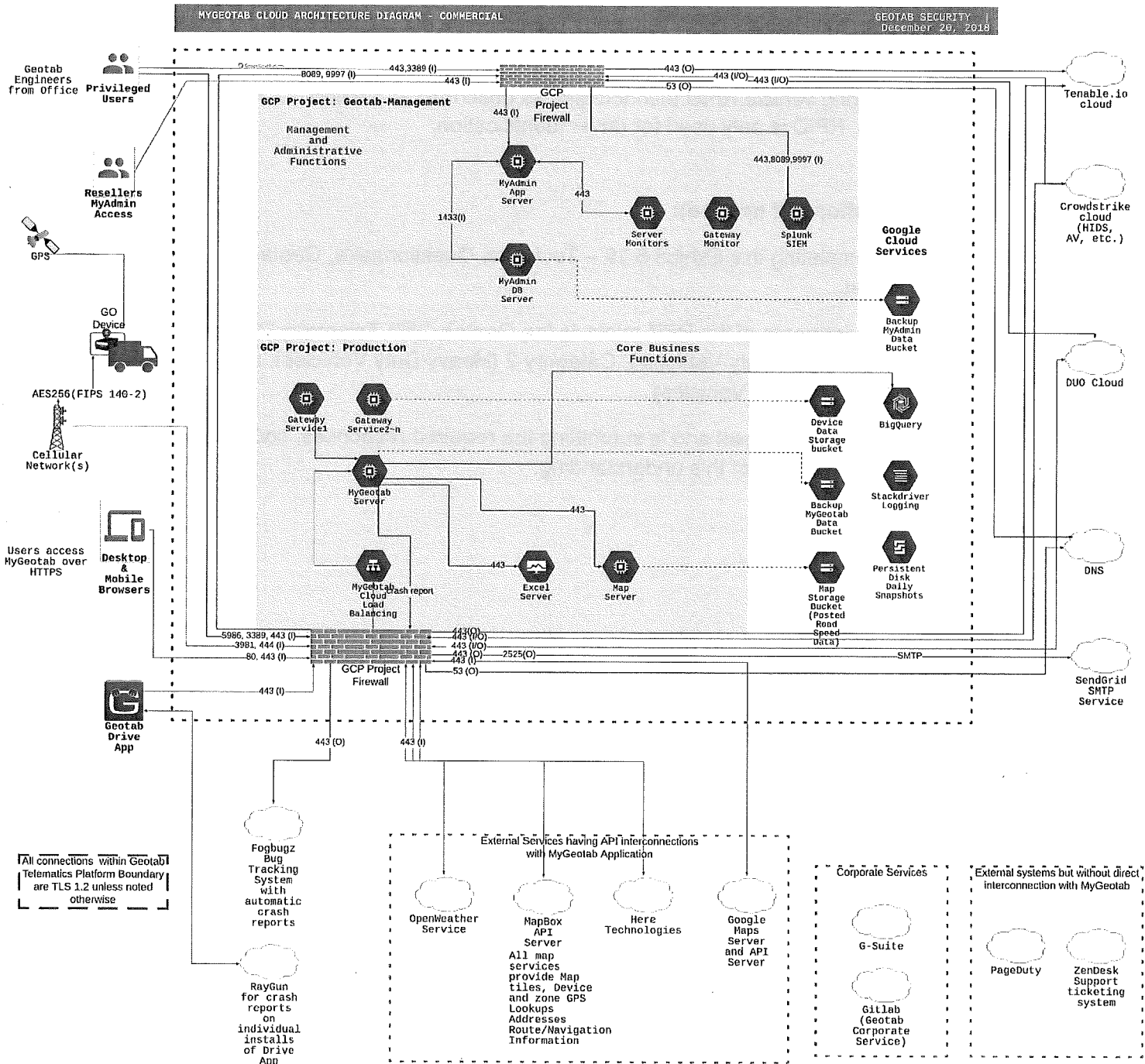
Technical Clarifications (if needed):

In the process of completing this Exhibit 8.19 – Technical Questionnaire, Geotab's understanding is that:

- security requirements of the RFP relate to the Geotab GPS Telemetry Device for assets in Category 1 (Light Duty Vehicles), Category 2 (Heavy Duty Vehicles), and Category 3 (Zero or Low Emission Vehicles)

Geotab has prepared its proposal and is submitting the required responses, complete to the best of its ability, on the basis of this understanding.

System Diagram and Data Flow Diagram





GO device

At the vehicle end, the GO device is responsible for initiating a secure connection with the gateway server over the cellular network via a TCP socket. All communications are securely authenticated prior to any transmission. All data, whether directly from the device itself or from the gateway server, is securely encrypted end-to-end using an AES-256 encryption algorithm. The authentication and encryption processes make use of individual, random, rolling encryption keys that regularly change. Device data sent to the gateway server includes fleet, productivity, safety and compliance data as detailed in the diagram.

Gateway

The gateway server is responsible for communicating with all GO devices and in doing so facilitates GO device configuration, event collection and firmware updates. It also acts as a store and forward archive server to the MyGeotab application and/or Splunk server. Communications with other servers are secured using TLS 1.2.

MyGeotab

The MyGeotab server contains the front end web application used to perform fleet management. MyGeotab is a web-based fleet management software application that allows customers to see all their vehicle and driver information in one place and use it to make quicker, better-informed decisions for their organizations. The customer database also resides on this server with all data encrypted at rest. Communications with other servers are secured using TLS 1.2.

Map Server

The map server calculates road speed limits for vehicle coordinates and returns the posted speeds to the MyGeotab application. The MapServer is sent GPS coordinates which are used to return road speed limits to the MyGeotab application. No results are stored on the Map Server. A downloaded database of road speeds from OpenStreetMaps and Here.com are stored in Google Cloud Storage Maps Storage Bucket to enable faster access. Communication with the MyGeotab server is secured using TLS 1.2.

MyAgent

MyAgent is a Geotab application installed on each server. It enforces the desired state configuration and also serves as the File Integrity Manager. MyAgent pushes this information to Google BigQuery (GBQ), which is used to create alerts to the GISec security team via Zendesk ticket if a change in the configuration is detected.

MyAdmin

The MyAdmin server is the primary reseller/client management tool for Geotab. Access is restricted to Geotab resellers/clients who sign in with a username/password over the Internet using TLS to protect the confidentiality and integrity of data in transit. The MyAdmin server also acts as an AAA server which manages privileged access

authorizations to all production server instances. GO device and database parameters are also sent to MyAdmin to facilitate reseller management of customer accounts and devices.

Third Party Services

G Suite

G Suite supports version upgrades via a master spreadsheet called MyGeotab Release Channel Info.

CrowdStrike Intrusion Detection & Antivirus

Geotab has implemented CrowdStrike Endpoint Protection which provides Host-based Intrusion Detection System (HIDS), next-generation antivirus, behavioural monitoring, and log inspection. CrowdStrike connects to Geotab systems via TLS 1.2.

DUO

Geotab uses Duo Security 2FA for Window Servers login which provides one-time passcodes that are FIPS 140-2 compliant by default. The passcodes are provided to a device that is different than the system gaining access. This regime is in place for all Geotab Applications and Server.

ZenDesk

Zendesk is ticketing and helps desk support tool. In addition, to help desk, Geotab uses Zendesk as its configuration management workflow tool to approve changes to Geotab offering to both its commercial and government customers.

Tenable.io

Tenable.io is a modern, cloud-based vulnerability management platform that provides Geotab with the visibility and insight to protect Geotab servers. Tenable.io is used to perform the Security Content Automation Protocol (SCAP) scanning functions against the system components to verify compliance.

Sendgrid SMTP Service

Geotab uses Sendgrid, a cloud-based SMTP provider, to send customer generated reports in the MyGeotab Application securely via email utilizing secure protocols such as TLS 1.2 to Sendgrid servers. Sendgrid is designed to opportunistically try outbound TLS v1.1 or higher when attempting to deliver email. This means that if a recipient's email server accepts an inbound TLS v1.1 or higher connection, Sendgrid will deliver the email over a TLS encrypted connection.



Map and Weather Services

All map services provide map tiles, zone GPS Lookups, Addresses, and Route/Navigation Information to MyGeotab Application so it can be disseminated to GO devices and Geotab Drive in the field. Map services used by Geotab are MapBox, Here Technologies and Google Maps. Open weather service is utilized by MyGeotab application to provide weather information to devices in the field.

Gitlab

Geotab uses Powershell DSC to enforce all hardening settings for the Windows operating system on each server located in the boundary. A Windows scheduled task is set to run every 5 minutes on every machine which will use the Powershell DSC configuration script to enforce all hardening settings on the machine. In order to ensure that the file has not been altered, the Geotab MyAgent on each server will compare every 5 minutes the SHA-256 hash of the configuration file on the server to the configuration file located in the Geotab DevOps Gitlab repository. If the hash is not the same, the MyAgent will report the issue to Geotab security team and will overwrite the file on the server with the file located in GitLabs.

PageDuty

PagerDuty is an application used by corporate services to alert on-call engineer of problems with the application. No direct connection exists between the system environment and PagerDuty application. PagerDuty will call an on-call Engineer to acknowledge a notification sent to the engineers' phone PagerDuty application. This notification contains a numeric Server ID and/or TaskID. In addition, a Jira Ticket Number and a hyperlink to the Jira ticket detailing the issue is contained in the body of the message.

Emergency Disaster Recovery Plan

Geotab's Emergency Disaster Recovery Plan, linked below, is a live document maintained by Geotab's security team ensuring the document is up to date as per Geotab's security policies.

https://docs.google.com/document/d/1-FJljC1bGqE4005AFsfPNoTNqY_fauetbk6kR79HiaE/edit,

Interface Control Documents

The Geotab API (Application Program Interface) is fully available to MyGeotab customers. Geotab provides helper libraries for C# and JavaScript; however, any language or application capable of making HTTP (HyperText Transfer Protocol) requests can access its full functionality. Geotab's live SDK page, link below, is maintained by a special team within Geotab ensuring functionality and update of information.

<https://geotab.github.io/sdk/>

EXHIBIT “B”

GEOTAB

Contact: Jacqueline Deemak
Company Name: City of Long Beach
Address: 411 West Ocean Boulevard
City/State/Zip: Long Beach, CA 90802
Phone Number: N/A
Email Address: Jacqueline.Deemak@longbeach.gov
Quote Date: October 30, 2019
Sales Rep: Jean Pilon-Bignell

This quote is valid for 90 days from the quote date unless extended in writing by Geotab USA, Inc.

Geotab SKU	Description	UOM	Price	QTY	Monthly Total	Annual Total	Tax	Grand Total
CLIN1	LD Telematics Kit + Services + Installation	Month	\$19.75	466	\$9,203.50	\$110,442.00	\$11,320.31	\$121,762.31
CLIN3	HD Telematics Kit + Services + Installation	Month	\$19.75	100	\$1,975.00	\$23,700.00	\$2,429.25	\$26,129.25
CLIN5	3W Telematics Kit + Services + Installation	Month	\$19.75	87	\$1,718.25	\$20,619.00	\$2,113.45	\$22,732.45
HRN-DS06T2	6-pin heavy-duty T-harness	Each	\$25.00	5	\$125.00	\$125.00	\$12.81	\$137.81

I understand that applicable county/city/state sales tax are an estimate and that final values will be added to the final invoice(s).

Billing Information

Company Name: N/A
Attention To: N/A
Email Address: N/A
Address: N/A

Shipping Information

Company Name: N/A
Attention To: N/A
Email Address: N/A
Address: N/A

Acceptance of Products, Pricing, and Terms and Conditions

All terms and conditions are governed by the State of California - Department of General Services - Agreement Number 1-19-58-69, which has a base contract period of 3 years, with 7 optional renewals.

This quote is subject to change at any time, since the contract vehicle above is not finalized, and therefore all pricing and terms within are indicative and not firm.

Additional terms and conditions:

Software: Purchaser does not own software installed on any device. Software is licensed pursuant to manufacturer's terms.

Monthly Recurring Charges: Purchaser agrees to the payment of monthly service fees for the minimum term specified above (if any).

Use of Geotab Equipment: Equipment is a GPS management solution intended for the monitoring and/or tracking of powered and non-powered assets. Equipment may NOT be used in safety-critical or military applications.

I certify that I have the authority to execute this order on behalf of my company. By affixing my signature below, I express my acceptance of my products and pricing contained herein, agree to be bound by Geotab USA, Inc. Terms and Conditions, and understand there are no returns. I understand that my electronic signature carries the same legal weight as a traditional wet-ink signature, and that by affixing my electronic signature hereto, this document is considered to be legally binding.

Authorized Signature:

Jean Pilon-Bignell

AVP, Government & Smart Cities

Date: 10/30/2019