



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 4
 CONTRACT #: MA3695
 Starting Date: 5/20/2021
 Expiration Date: 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Geotab USA, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Attachment G (Plan Description) with its accompanying pricing may be updated with the approval of the Lead State and a formal amendment is not required to the master agreement. The addition of new products within the Contractor’s subcategory of award requires Attachment M (New Product Add) and Attachment N (Action Log for New Product Additions) to be signed by the Lead State, but an amendment is not required.


Effective Date of Amendment: Upon all parties’ signatures

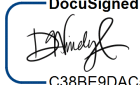
All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Signed by:

 2026-Apr-21
 Contractor's Signature Date

DocuSigned by:

 4/23/2026
 C38BE9DAC528424...
 Director, State of Utah Division of Purchasing Date

Neil Cawse
 Contractor's Name (Print)

Authorized Signing Officer
 Title (Print)

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Brett Whitelaw	801-957-7149	bwhitelaw@utah.gov	MA3695



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: MA3695

Starting Date: 5/20/2021

Expiration Date (before this amendment): 8/11/2024

Expiration Date (changed to by this amendment): 8/11/2029

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **Geotab USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

[Note: this is an amendment to the NASPO Master Agreement.]

1. The contract's expiration date is hereby changed from 08/11/2024 to 08/11/2029.
2. As described in the attached "Attachment M" dated 01/23/2024:
 - 2a. A price change is hereby enacted for the "Ford Premium OEM Plan" (increased to \$17.75); and
 - 2c. Allows the eligible user(s) to be able to request custom installations under the new "INS-ADDCHARGES" SKU.
3. Updated pricing as attached to this amendment

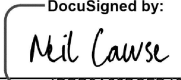
Effective Date of Amendment: Upon all parties' signature

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:

 5/31/2024
4DBD3A22FCED499
 Contractor's Signature Date

DocuSigned by:

 6/3/2024
7EBE8E1625BC4D7
 Director, State of Utah Division of Purchasing Date

Neil Cawse
 Contractor's Name (Print)

CEO
 Title (Print)

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Cherilyn Hess	801-957-7133	chess@utah.gov	MA3695



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

DATE: May 07, 2024

ATTN: Nick Hughes
Assistant Director Division of Purchasing & General Services

RE: NASPO ValuePoint Master Service Agreement # 3695 (the "Contract") with Geotab USA, Inc. ("Contractor")

Dear Mr. Hughes:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: Verify Log is attached

PRODUCTS and PRODUCT OVERVIEW:

- Removal of the following Harness Cables as they are no longer available: HRN-GS16K22, HRN-RW04S4, HRN-EA16S1, HRN-RW03S5, SPR-BSFBKT
- Adding in the additional replacement Harness Cables; HRN-GS16K22-A, HRN-RW03K4-A, HRN-GS09K2-A, HRN-CT20T11-A, HRN-CW03K3-A
- Adding in the additional Harness cables and products to support current offerings on the contract; HRN-CW03K3-A, HRN-GS09K2-A, HRN-GS16K22-A, HRN-RW03K4-A, HRN-RW04K4, MKH-SRFAI12128SI, MKH-SRFPERTPCS, INS-ADDCHARGES, HRN-CT20T11-A, HRN-CT06S1, HRN-CT06S2, HRN-CW02S2, HRN-CW03K4, HRN-DC14T1, HRN-DS02S8, HRN-DS02Y8, HRN-HLAEGAH, HRN-HTKDSR, HRN-IOXEXT, HRN-RL06T1, HRN-RL07T1, HRN-RW03K5, SPR-INSTALLBAG2, SPR-NFCBRKTV2ASY
- Addition of the GOANYWHERE Install Bundle Plan and the GO Anywhere Bundle Plan
- Removal of kitted SKU "MKH-SRFAI12128SIB1 & MKH-SRFPERTPCS" into individual SKUs MKH-SRFAI12128SI, and MKH-SRFPERTPCS
- Added SKU INS-ADDCHARGES to allow invoicing for custom installations



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

- Price Increase: Ford Premium OEM Plan - price increased to \$17.75. Ford has shared when they offered a pricing reduction in September of 2021, they did this in an effort to increase activations. They can no longer support this pricing as it is below their cost and they need to now increase their pricing.

NEW PRODUCT TERMS AND CONDITIONS. Attach any Terms and Conditions that apply to this product (such as ULA, Policy, Product Terms and Conditions). Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

BILLING

Any Product added to the NASPO ValuePoint Master Agreement must be billed by the Master Agreement Contractor and not by any third party.

COST: Please see attached "NASPO Pricing Schedule 0507024"

APPROVAL:

Upon signature, NASPO ValuePoint approves the addition of the product(s) and/or service(s) referenced herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein meet the terms and conditions of the Contract and understands that NASPO ValuePoint reserves the right to audit Contractor for compliance in accordance with the terms and conditions of the Contract. NASPO ValuePoint also reserves the right (a) to request additional information with respect to the product(s) and/or service(s) throughout the life of the Contract if in the best interest of NASPO ValuePoint.

Contract Vendor:

DocuSigned by:

 4DBD3A22BCFD499...

BY: _____
Neil Cawse

NAME: _____

TITLE: _____
President and CEO

DATE: _____
2024-May-10



**NASPO ValuePoint Wireless Data, Voice and Accessories
Product Add Request**

NASPO ValuePoint

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SKU	Plan or Feature Description	NASPO Price
GO Device Bundles with Installation		
PROPLUS PLAN	Geotab GO9B or GR9 telematics device, ProPlus plan, universal harness, standard installation (as defined below), and training.	\$20.50
The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 12-month commitment required, and a \$135 cost recovery fee applies if this service is canceled in the first 12 months. A device will be deemed accepted on the earlier of (1) installation in a vehicle or (2) 60 days after order shipment. Billing will begin immediately upon acceptance.		
GO Device Bundles without Installation		
PROPLUS PLAN	Geotab GO9B or GR9 telematics device, ProPlus plan, universal harness, and training. This is a SELF INSTALL PACKAGE	\$19.25
The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 12-month commitment required, and a \$135 cost recovery fee applies if this service is canceled in the first 12 months. A device will be deemed accepted on the earlier of (1) installation in a vehicle or (2) 60 days after order shipment. Billing will begin immediately upon acceptance.		
OEM Embedded Solutions		
FORD PREMIUM PLAN	Ford Premium Plan	\$17.75
GM PREMIUM PLAN	GM Premium Plan	\$15.75
Extended Coverage		
SATELLITE PLAN	Monthly service plan for IOX Iridium satellite add-on. Must be combined with GO device bundle.	\$34.25
IOX-SATIRDV2	IOX Add-On for Iridium satellite support (includes Iridium modem and antenna)	\$579.35
Public Works (Winter Ops, Street Sweepers, so on)		
PUBLIC WORKS PLAN	Monthly service plan for public works add-on. Must be combined with GO device bundle.	\$15.25
IOX-WRKS	IOX-WRKS integrates with the GO9 device as a part of the Geotab Public Works solution for government fleets.	\$126.72
HRN-CS440	Cable - CS440 Integration	\$33.00
HRN-CS550	Cable - CS550 Integration	\$178.20
HRN-DB9NM	Cable - DB-9 Null Modem Integration	\$33.00
HRN-DB9SI15	Cable - DB-9 Serial Integration (15FT)	\$13.20
HRN-FAI	Cable - Force America Integration	\$33.00
HRN-FLEX4	Cable - Flex 4 Integration	\$33.00
HRN-GILINT	Cable - Giletta Integration	\$99.00
HRN-SCHINT	Cable - Schmidt Integration	\$495.00
Camera Add-on Solution		
SURFSIGHT PLAN	Monthly service plan for Surfsight camera add-on. Must be combined with GO device bundle.	\$16.00
MKH-SRFAI12128SI	Surfsight - AI-12 Dual Camera w/128GB SD Card, w/SIM (must use Surfsight data plan)	\$260.00
MKH-SRFPERTPCS	AI-12 tamper proof case	\$5.00
HRN-CBLPWRS50011P	Surfsight adaptor plugs for use with HRN-TNULL. Required for compatibility with Surfsight AI-12 camera.	\$13.20
HRN-SGCBODD	Surfsight OBDII power adapter.	\$15.84
HRN-TNULL	A T-Harness to connect a GO Device with a custom telematics device.	\$10.16
Geotab Keyless for Car Sharing Fleets		
MOTORPOOL PLAN	Motorpool operations plan, including telematics-based vehicle access, reservations, training, support, and warranty. Must be paired with monthly ProPlus plan.	\$45.00
KEYLESS PLAN	ProPlus + Keyless plan. Must be paired with monthly ProPlus plan. IOX-KEYLESS-NK or IOX-KEYLESS must be purchased in addition to the Keyless add on plan.	\$15.00

SKU	Plan or Feature Description	NASPO Price
IOX-KEYLESS	IOX Add-On for Keyless functionality, with integrated keyfob. Can be paired with INS-GOADV and INS-STRTINHIB (if necessary).	\$120.00
IOX-KEYLESS-NK	IOX Add-On for Keyless functionality, without integrated keyfob. Can be paired with INS-GOADV and INS-STRTINHIB (if necessary).	\$69.96
GEO-KLNFCFOB	Geotab Keyless NFC fob (with adhesive backing) to be used with IOX-NFCREADER.	\$3.96
HRN-CX10S4	Starter inhibit harness for Geotab Keyless. For use with an IOX-KEYLESS version B1 for bladed key installations requiring starter inhibit functionality. NOT for use with non-labeled versions of IOX-KEYLESS.	\$13.20
SPR-QRTAG	QR Tag for IOX-KEYLESS key shipment to Geotab.	\$1.32
Installation Services		
INS-ADDCHARGES	Additional miscellaneous charges related to installation activities (i.e. custom install work, hotel fees, parking fees, etc.)	Varies
INS-ASSETWIRED	Installation of a hardwired Asset tracker. Trip fees up to 50 mi/km are included	\$126.00
INS-ASSETWIRELESS	Installation of a Solar or Battery powered Asset Tracker. Trip fees up to 50 mi/km are included	\$114.00
INS-CAMERA	Installation of one front facing camera solution. Does not include GO device installation. Trip fee up to 50 mi/km are included.	\$126.00
INS-GOADV	Installation of a GO device with T-harness and up to two IOX cables (i.e. IOX-NFCREADER, IOX-GOTALK). Trip fees up to 50 mi/km are included.	\$132.00
INS-GOHDWIRE	Installation of a GO device with the use of a hardwired connection to the ignition, power and ground. Trip fees up to 50 mi/km are included.	\$120.00
INS-GORUGGED	Installation of a GO Rugged device with or without a T-harness.	\$132.00
INS-GOSTRD	Installation of a GO device with or without a T-harness.	\$114.00
INS-GOSWAP	Removal of a defective GO device and installation of a new GO Device. The swap needs to occur in the same vehicle on the same day and applies for standard, advanced and hardwired installations. Trip fees up to 50 mi/km are included.	\$126.00
INS-NOSHOW	Vehicle not available at the time and place of the scheduled installation	\$114.00
INS-REMOVAL	Removal of a GO device. Applies for hardwired, advanced, and standard installed devices. Removed device and harness will be returned to the customer. Trip fees up to 50 mi/km are included.	\$114.00
INS-REMOVALNONGO	Removal of a competitor device before GO device installation. Can be ordered only in addition to a Standard, Advanced, and/or Hardwired Install.	\$36.00
INS-SERVICE	Service or repair of an existing GO device or Geotab accessory. Trip fees up to 50 mi/km are included.	\$126.00
INS-TRIPFEE	Trip fee per 1 mi/km for installations that require trips over 50 mi/km. Only mileage/kilometers in excess of 50 mi/km one way shall be billable.	\$1.20
INS-WTROPS	Installation of Public Works (Winter Ops) solution. Includes spreader controller and one external accessory connection.	\$360.00
Additional Hardware One time Cost		
GEO-NFCFOBBLUA	Blue NFC Driver ID Tag.	\$3.96
GEO-NFCSTKBLUA	NFC Driver ID Sticker Tag with blue inner label.	\$3.96
GEO-NFCFOBBLUA20	Bag of 20 qty. Blue NFC Driver ID Tag.	\$52.80
GEO-NFCSTKBLUA20	Bag of 20 qty. NFC Driver ID Sticker Tag with blue inner label.	\$52.80
GEO-ZIPSEAL100	Serialized cable tie, also known as a zip tie (pack of 100).	\$51.48
HRN-BD16K1	Battery disconnect bypass harness for GO device. For use on any vehicle with a positive battery terminal disconnect switch. This kit contains the harness and a fuse kit.	\$13.20

NASPO Pricing Schedule - Submission 5_7_2024.xlsx

SKU	Plan or Feature Description	NASPO Price
HRN-BF11A1	Custom proprietary harness for enhanced engine data support on select Fiat and Chrysler vehicles in Latin America.	\$10.16
HRN-BS16S4	OBDII extension cable pack for GO devices — replaces the HRN-INSTALLPACKV2.	\$10.16
HRN-BS16S4F	Flat OBDII extension harness for GO devices.	\$14.52
HRN-BS16S5	OBDII extension harness for GO devices.	\$11.62
HRN-BU16Y5	OBDII harness for GO devices — includes special vehicle connector to receive engine data from Mitsubishi Fuso or medium-duty vehicles.	\$14.52
HRN-CE04A4	Custom proprietary adapter for Volvo vehicles in Latin America and Europe. Requires HRN-CM24Y1.	\$10.16
HRN-CE10K2	Custom harness kit for Volvo/Mack vehicles, 2019 or newer, in North America. Requires HRN-CM24Y1. The custom kit contains the harness and a fuse kit.	\$39.60
HRN-CG04T3	4-pin custom adapter for use with Volkswagen trucks only.	\$23.76
HRN-CG13S1	Custom 13-pin adapter for use with HRN-GS16K2 Universal Harness kit.	\$10.16
HRN-CH06A2	Custom proprietary HINO FMS adapter. Requires HRN-CM24Y1.	\$10.16
HRN-CH10A2	Custom 10-pin HINO FMS adapter for 2019+ vehicle models. Requires HRN-CM24Y1.	\$14.52
HRN-CI04A2	Customer Isuzu FMS adapter for 2017+ vehicle models. Requires HRN-CM24Y1.	\$14.52
HRN-CK10K2	Custom harness kit for Mack vehicles, 2018 or older, in North America. Requires HRN-CM24Y1. The custom kit contains the harness and a fuse kit.	\$26.40
HRN-CM24Y1	Harness for custom GO device installations — includes Molex connectors for two OBD and one J1939 points.	\$14.52
HRN-CP04A2	PSM module connection for Mercedes Sprinters (907 Chassis) for global markets. Requires HRN-CM24Y1.	\$11.62
HRN-CS14S21	14-pin connector harness for heavy-duty applications. Refer to the Vehicle Specific Installation document for more information.	\$17.42
HRN-CS14T2	14-pin T-harness for heavy-duty applications. For use with vehicles with an RP1226 diagnostic connection.	\$29.04
HRN-CT20T1	Custom harness for Tesla Model 3 vehicles.	\$21.78
HRN-CT20T11-A	Custom T-harness for Tesla Model 3, 2019 to 2023. TAA compliant.	\$21.78
HRN-CT26T1	Custom harness for Tesla Model Y.	\$17.16
HRN-CW03K3-A	Custom 3-wire harness with fuse kit for GO device installation. TAA compliant.	\$14.52
HRN-CW08K4	Custom 8-wire harness kit for vehicles with no supported connectors. Requires HRN-CM24Y1. The custom kit contains the harness and a fuse kit.	\$14.52
HRN-DC14S2	14-pin harness for CAT vehicles	\$65.34
HRN-DS06S4	6-pin straight harness for heavy-duty Deutsch connector installations in North America.	\$17.42
HRN-DS06T2	6-pin heavy-duty T-harness for installations where the Deutsch connector needs to remain available for other applications.	\$29.04
HRN-DS09S4	9-pin straight harness for heavy-duty Deutsch connector installations in North America.	\$17.42
HRN-EA16S1	Diagnostic connector for European markets, primarily for the DAF Euro 3 — up to 2006.	\$65.34
HRN-EE14S1	Diagnostic connector for Mercedes vehicles — used on older generation medium-duty trucks and buses.	\$65.34
HRN-ES12S1	European interface harness for generic vehicles with FMS.	\$17.42
HRN-GR09K1	Universal Rugged Heavy-Duty T-Harness Kit (IP67)	\$29.04

NASPO Pricing Schedule - Submission 5_7_2024.xlsx

SKU	Plan or Feature Description	NASPO Price
HRN-GS09K2-A	9-pin universal heavy duty T-harness, replacing HRN-DR09T2 and HRN-DS09T2. Includes a multi-connector kit with mounting adapters for most international heavy duty vehicles. TAA compliant.	\$29.04
HRN-GS16K22-A	16-pin universal OBD-II T-harness kit with several mounting adapters for use in most light duty and medium duty international vehicles. CARB approved. TAA compliant.	\$31.20
HRN-RC12T2	12-pin Komatsu-specific harness for GO RUGGED device.	\$52.80
HRN-RD04S1	Polaris interface harness for the GO RUGGED device.	\$21.12
HRN-RMCA1	CAT specific adapter	\$17.42
HRN-RS12K1	Battery disconnect bypass harness for GO RUGGED. For use on any vehicle with a positive battery terminal disconnect switch. This kit contains the harness and a fuse kit.	\$28.38
HRN-RS12S2	Harness to connect GO RUGGED device to vehicle diagnostic port for engine data.	\$14.52
HRN-RW03S5	Pulse harness for engines not reporting ignition / RPM for the GO RUGGED device. Required for ground service equipment.	\$10.43
HRN-RW03K4-A	3-wire harness for GO RUGGED installations. Kit contents include a harness and a fuse kit. TAA compliant.	\$18.74
HRN-RW04S4	Differential harness used for negative battery disconnect / oil pressure switch / negative output ignition for the GO RUGGED device. Required for ground service equipment.	\$10.56
HRN-RW07T1	Tri-pin connector harness for vehicles without diagnostic ports (off-road vehicles only). Requires a GO RUGGED.	\$26.40
HRN-RW08K1	8-wire harness kit for GO RUGGED. The kit contains the harness and a fuse kit.	\$27.32
HRN-RX06S4	6-way IOX harness for GO RUGGED to provide digital auxiliary support.	\$14.52
HRN-RZ04S4	Ford EDI TUG engine interface harness for the GO RUGGED device. Required for ground service equipment.	\$15.84
HRN-RZ04T4	Kubota gas engine interface harness for the GO RUGGED device. Required for ground service equipment.	\$21.52
HRN-UD03S6	6 ft extension cable to be used with IOX-RS232D.	\$10.16
HRN-UD03S7	8 ft extension cable to be used with IOX-RS232D.	\$10.16
HRN-UD03S8	10 ft extension cable to be used with IOX-RS232D.	\$13.20
HRN-UD03S9	14 ft extension cable to be used with IOX-RS232D.	\$13.20
HRN-UP21Y2	European interface harness for Mercedes Sprinters with PSM.	\$11.62
IOX-ALERT	Input/output expander to send an alert message to MyGeotab.	\$36.30
IOX-ANALOG	Input/output expander Add-On for GO devices to support analog auxiliary input. [BETA]	\$50.82
IOX-AUXM	IOX Add-On for GO devices for auxiliary support	\$42.11
IOX-BT	Input/output expander with Bluetooth® low energy for GO devices — supports proximity beacons with a public MAC address and select sensor-enabled beacons.	\$56.63
IOX-BUZZ	Input/output expander for an external buzzer or beeper.	\$56.63
IOX-CAN	Input/output expander for CAN integrations (i.e. Mobileye, Valor).	\$56.63
IOX-GOTALK	Input/output expander for text-to-speech speaker for driver feedback.	\$108.90
IOX-NFCREADERA	Input/output expander for driver identification — includes tag reader only.	\$65.34
IOX-OUTPUTM	Input/output expander for GO devices to control a relay.	\$36.30
IOX-RS232D	Input/output expander for RS232 support — 3 pin Delphi connector.	\$50.82
IOX-RS232F	Input/output expander for RS232 support — female connector.	\$50.82
IOX-RS232M	Input/output expander for RS232 support — male connector.	\$50.82

SKU	Plan or Feature Description	NASPO Price
IOX-USB	Input/output expander to allow two-way data transfer and charge external devices — uses female USB type-A connector.	\$50.82
SPR-ALDLSHUNT	Shunt for GO7, or newer devices with short PIN.	\$1.32
SPR-BSFBKT	Bracket required for 2015 Ford F-150, Ford Fusion, and Ford Mondeo vehicles.	\$1.32
SPR-INSTALLBAG	Mounting bracket and material for GO devices — includes two cable (zip) ties, two screws, and double-sided tape for installation purposes.	\$3.96
SPR-MKTGOSHELL	GO housing only. Used for marketing purposes.	\$3.96
SPR-NFCBRACKET	Mounting bracket and holder for IOX-NFCREADER. Includes 2 screws and double-sided tape for the bracket for installation purposes.	\$3.30
SPR-RELAYKIT	Driver ID relay kit. Requires a Geotab Authorized Installer or licensed automotive electrician or mechanic.	\$26.40
SHIPPING	Cost of standard shipping per order	\$15.00
Citizen Insights Solution		
MKT-FEE-CITIZENS1	Citizen Insights Monthly Fee (Population up to 50k)	\$487.50
MKT-FEE-CITIZENS2	Citizen Insights Monthly Fee (Population 50k - 100k)	\$920.83
MKT-FEE-CITIZENS3	Citizen Insights Monthly Fee (Population 100k - 500k)	\$1,570.83
MKT-FEE-CITIZENS4	Citizen Insights Monthly Fee (Population 500k - 1m)	\$2,220.83
MKT-FEE-CITIZENS5	Citizen Insights Monthly Fee (Population >1m)	\$2,870.83
Asset Tracking Solution with Installation		
GO Anywhere Install Bundle Plan	GO Anywhere Asset Tracker, Monthly service plan for GO Anywhere Asset Tracker, standard installation, and training.	\$12.00
The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 36-month commitment required, and a \$165 USD cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each accepted device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Anywhere device has a 36 month warranty.		
Asset Tracking Solution Self Install		
GO Anywhere Bundle Plan	GO Anywhere Asset Tracker, Monthly service plan for GO Anywhere Asset Tracker, and training.	\$9.00
The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 36-month commitment required, and a \$70 USD cost recovery fee applies if this service is canceled in the first 36 months. Billing will begin for each accepted device on the earlier of (1) date of installation or (2) 60 days after shipment. GO Anywhere device has a 12 month warranty.		
Asset Tracking Solution		
ASSET TRACKER PLAN	Monthly service plan for Positioning Universal Asset Tracker	\$10.00
MKH-TT600LM0QGL	Positioning Universal Asset Tracker (no connector)	\$220.00
MKH-TT603LM0QGL	Positioning Universal Asset Tracker (with connector, CAN, RS232, BLE)	\$250.00



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: MA3695

Starting Date: 5/20/2021

Expiration date: 08/11/2024 (unchanged by this amendment)

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and **Geotab USA, Inc.** (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

[Note: this is an amendment to the NASPO Master Agreement.]

The "GO devices" specified below are hereby removed and replaced by the "generic GO9 and GR9" device(s) specified below:

Remove:

- GO devices specific SKUs
- HRN-GS16K2 from both bundles
- HRN-GS16K2 from additional hardware - one time cost.
- GEO-NFCFOBBLU
- GEO-NFCSTKBLU
- GEO-NFCFOBBLU20
- GEO-NFCSTKBLU20

Add:

- Generic GO9B and GR9 device SKUs
- INS-ADDCHARGES
- HRN-GS16K22 to both bundles
- HRN-GS16K22 from additional hardware - one time cost
- GEO-NFCFOBBLUA,
- GEO-NFCSTKBLUA,
- GEO-NFCFOBBLUA20,
- GEO-NFCSTKBLUA20
- IOX-GOTALK

Effective Date of Amendment: 2/14/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

DocuSigned by:

4DBD3A22BCFD489
 Contractor's Signature 2/13/2024
 Date

DocuSigned by:

C38BE9DAC528424
 Director, State of Utah Division of Purchasing 2/15/2024
 Date

Neil Cawse

 Contractor's Name (Print)

CEO

 Title (Print)

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Marci Woodward	801-957-7145	mwoodward@utah.gov	MA3695 Amd#2



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 1 To CONTRACT # MA3695

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, **Division of Purchasing** referred to as **State Entity** and, **Geotab USA, Inc.**, referred to as **Contractor**.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

9/10/2021 (original starting date)

8/11/2024 (current ending date)

8/11/2024 **new ending date**

2. **Agreed to changes:**

The Parties Agree as follows:

Attachment G: Plan Description Attachment is replaced with the attached.

4. **Effective Date of Amendment:** 9/10/2021

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

DocuSigned by:
Neil Cawse 10/15/2021
4DBD3A22BCFD499...
Contractor's signature Date

Neil Cawse CEO
Type or Print Name and Title

STATE

Agency's signature Date

DocuSigned by:
[Signature] 2/2/2024
C088E8D40C029421
Director, Division of Purchasing Date

<u>Christopher Jennings</u> Agency Contact Person	<u>801-957-7151</u> Telephone Number	<u>N/A</u> Fax Number
		<u>ctjennings@utah.gov</u> Email

CJ21-3 Wireless Voice, Data and Accessories

Attachment G Plan Coverage

Carrier lists every plan and feature available under the NASPO ValuePoint contract, and provides full details of the plan or feature.

Fill in each column for each plan or feature included. Enter "not applicable" or "N/A" for any column that does not apply to a specific plan or feature.

Plans used in the Offerors submission Attachment C are to be entered on this attachment.

SKU	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost (net of discount)	One Time Cost Amount	Description of One Time Cost	Plan or Feature Rules & Restrictions
GO Device Bundles with Installation							
PROPLUS PLAN	Geotab GO9 or GR9 telematics device, ProPlus plan, universal harness, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	Geotab GO9 telematics device, ProPlus plan, universal harness, installation, and training.	To find what is included in the ProPlusRate plan click here .
Includes (1) of the following:							
GO9L TEATT	Geotab GO9 telematics device			Included in bundle	\$0.00		
GO9L TETMO	Geotab GO9 telematics device			Included in bundle	\$0.00		
GO9L TEVZW	Geotab GO9 telematics device			Included in bundle	\$0.00		
GR9L TEATT	Geotab GO Rugged 9 telematics device			Included in bundle	\$50.00		
GR9L TEVZW	Geotab GO Rugged 9 telematics device			Included in bundle	\$50.00		
Includes (1) of the following:							
HRNBS16S4	OBDII extension cable pack for GO devices — replaces the HRNHNSTALLPACKV2.			Included in bundle	\$0.00		
HRNCW03K3	Custom 3-wire harness kit. The custom kit contains the harness and a fuse kit.			Included in bundle	\$0.00		
HRNDS0S4	6-pin straight harness for heavy-duty Deutsch connector installations in North America.			Included in bundle	\$0.00		
HRNDS0S2	6-pin heavy-duty T-harness for installations where the Deutsch connector needs to remain available for other applications.			Included in bundle	\$0.00		
HRNGR09K1	Universal Rugged Heavy-Duty T-Harness Kit (P67)			Included in bundle	\$0.00		
HRNGS09K2	Universal Heavy-Duty T-Harness Kit — Multi-connector kit includes a 9-pin T-harness and 4 different mounting adapters for use in most Heavy-Duty international vehicles. Eliminates the need to know vehicle information in advance.			Included in bundle	\$0.00		
HRNGS16K2	Universal OBDII T-Harness Kit — Multi-connector kit includes a T-harness and twelve different mounting adapters for use in most light-duty and medium-duty international vehicles. Eliminates the need to know vehicle information in advance.			Included in bundle	\$0.00		
HRNRS12S2	Harness to connect GO RUGGED device to vehicle diagnostic port for engine data.			Included in bundle	\$0.00		
HRNRW03K4	3-wire harness kit for GO Rugged. The kit contains the harness and a fuse kit.			Included in bundle	\$0.00		
Includes (1) of the following:							
INS-GOSTRD	One-time installation of GO device and harness			Included in bundle	\$0.00		
The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 12-month commitment required, and a \$135 cost recovery fee applies if this service is canceled in the first 12 months. A device will be deemed accepted on the earlier of							
GO Device Bundles without Installation							
PROPLUS PLAN	Geotab GO9 or GR9 telematics device, ProPlus plan, universal harness, and training. This is a SELF INSTALL PACKAGE	\$21.55	14.13%	\$18.50	\$0.00	Geotab GO9 or GR9 telematics device, ProPlus plan, universal harness, and training. This is a SELF INSTALL PACKAGE	To find what is included in the ProPlusRate plan click here .
Includes (1) of the following:							
GO9L TEATT	Geotab GO9 telematics device			Included in bundle	\$0.00		
GO9L TETMO	Geotab GO9 telematics device			Included in bundle	\$0.00		
GO9L TEVZW	Geotab GO9 telematics device			Included in bundle	\$0.00		
GR9L TEATT	Geotab GO Rugged 9 telematics device			Included in bundle	\$50.00		
GR9L TEVZW	Geotab GO Rugged 9 telematics device			Included in bundle	\$50.00		
Includes (1) of the following:							
HRNBS16S4	OBDII extension cable pack for GO devices — replaces the HRNHNSTALLPACKV2.			Included in bundle	\$0.00		
HRNCW03K3	Custom 3-wire harness kit. The custom kit contains the harness and a fuse kit.			Included in bundle	\$0.00		
HRNDS0S4	6-pin straight harness for heavy-duty Deutsch connector installations in North America.			Included in bundle	\$0.00		
HRNDS0S2	6-pin heavy-duty T-harness for installations where the Deutsch connector needs to remain available for other applications.			Included in bundle	\$0.00		
HRNGR09K1	Universal Rugged Heavy-Duty T-Harness Kit (P67)			Included in bundle	\$0.00		
HRNGS09K2	Universal Heavy-Duty T-Harness Kit — Multi-connector kit includes a 9-pin T-harness and 4 different mounting adapters for use in most Heavy-Duty international vehicles. Eliminates the need to know vehicle information in advance.			Included in bundle	\$0.00		
HRNGS16K2	Universal OBDII T-Harness Kit — Multi-connector kit includes a T-harness and twelve different mounting adapters for use in most light-duty and medium-duty international vehicles. Eliminates the need to know vehicle information in advance.			Included in bundle	\$0.00		
HRNRS12S2	Harness to connect GO RUGGED device to vehicle diagnostic port for engine data.			Included in bundle	\$0.00		
HRNRW03K4	3-wire harness kit for GO Rugged. The kit contains the harness and a fuse kit.			Included in bundle	\$0.00		
The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 12-month commitment required, and a \$135 cost recovery fee applies if this service is canceled in the first 12 months. A device will be deemed accepted on the earlier of							
Extended Coverage							
SATELLITE PLAN	Monthly service plan for IXX Iridium satellite add-on. Must be combined with GO device bundle.	\$38.25	10.46%	\$34.25	\$0.00	For clients that operate outside of the cellular coverage. Limitations apply.	
IOX-SATR0V2	IOX Add-On for Iridium satellite support (includes Iridium modem and antenna)	\$687.50	20.00%	\$0.00	\$550.00		
Public Works (Winter Ops, Street Sweepers, so on)							
PUBLIC WORKS PLAN	Monthly service plan for public works add-on. Must be combined with GO device bundle.	\$19.06	20.00%	\$15.25	\$0.00	Geotab Public Works helps government agencies manage vehicles such as salt spreaders, snow plows, street sweepers, and waste management vehicles.	To find out what controller Integrations Geotab offers for Public Works click here .
IOX-WRKS	IOX-WRKS integrates with the GO9 device as a part of the Geotab Public Works solution for government fleets.	\$131.25	20.00%	\$0.00	\$105.00		
HRNMC2DC	Cable - Muncie Advantage+ Integration	\$60.00	20.00%	\$0.00	\$48.00		
HRNDB9S15	Cable - DB9 Serial Integration (15FT)	\$17.50	20.00%	\$0.00	\$14.00		
HRNFAI	Cable - Force America Integration	\$17.50	20.00%	\$0.00	\$14.00		
HRNCS550	Cable - CS550 Integration	\$387.20	20.00%	\$0.00	\$309.76		
HRNCS440	Cable - CS440 Integration	\$35.00	20.00%	\$0.00	\$28.00		
HRNDB9NM	Cable - DB9 Null Modem Integration	\$35.00	20.00%	\$0.00	\$28.00		
HRN-FLEX4	Cable - Flex 4 Integration	\$20.00	20.00%	\$0.00	\$16.00		
HRN-SCHINT	Cable - Schmidt Integration	\$480.00	20.00%	\$0.00	\$384.00		
HRNGLINT	Cable - Gilletta Integration	\$68.80	20.00%	\$0.00	\$55.04		
HDW-PPSENK	Telemetry - Flow Proximity Sensor Kit	\$140.00	20.00%	\$0.00	\$112.00		
HDW-HYDPS	Telemetry - Hydraulic Pressure sensor 100 to 1500PSI	\$140.00	20.00%	\$0.00	\$112.00		
Camera Solutions							
	Front facing camera. Must be paired with a GO device.	\$26.06	20.00%	\$16.00	\$499.98	For clients that require a camera that is fully	
Geotab Keyless for Car Sharing Fleets							
MOTORPOOL PLAN	and warranty. Must be paired with monthly ProPlus plan.	\$40.00	45.00%	\$22.00	\$0.00	Motorpool operations plan, including telematics-	To find out what is included in the Geotab car sharing offer click here
KEYLESS PLAN	Must be paired with monthly ProPlus plan.	\$8.75	20.00%	\$7.00	\$0.00	Tap and Go Keyless plan, including telematics-	
IOX-KEYLESS	STRTHNB (if necessary).	\$76.25	20.00%	\$0.00	\$61.00		
IOX-KEYLESS-NK	INS-STRTHNB (if necessary).	\$76.25	20.00%	\$0.00	\$61.00		
GEOKLNCF0B	Geotab Keyless NFC tab (with adhesive backing) to be used with IOX-NFCREADER.	\$5.00	20.00%	\$0.00	\$4.00		
HRNXC09Y5	INS-STRTHNB.	\$13.00	20.00%	\$0.00	\$10.40		
SPR-QRTAG	QR Tag for IOX-KEYLESS key shipment to Geotab.	\$2.50	20.00%	\$0.00	\$2.00		
Installation Services							
INS-NOSHOW	Vehicle not available at the time of scheduled install	\$125.00	20.00%	\$0.00	\$100.00	Installation charges for no shows	
Additional Hardware One time Cost							
GEONFC0BBLU	Blue NFC Driver ID Tag.	\$5.00	20.00%	\$0.00	\$4.00		
GEONFCSTKBLU	NFC Driver ID Sticker Tag with blue inner label.	\$5.00	20.00%	\$0.00	\$4.00		
GEONFC0BBLU20	Bag of 20 qty. Blue NFC Driver ID Tag.	\$60.00	20.00%	\$0.00	\$48.00		
GEONFCSTKBLU20	Bag of 20 qty. NFC Driver ID Sticker Tag with blue inner label.	\$60.00	20.00%	\$0.00	\$48.00		
HRNBS04A1	support on 2017 Kenworth and Peterbilt trucks.	\$14.00	20.00%	\$0.00	\$11.20		
HRNBS16S4F	Flat OBDII extension harness for GO devices.	\$11.00	20.00%	\$0.00	\$8.80		
HRNBS16S5	OBDII extension harness for GO devices.	\$8.00	20.00%	\$0.00	\$6.40		
HRNBU18Y5	Mitsubishi Fuso or medium-duty vehicles.	\$10.00	20.00%	\$0.00	\$8.00		
HRNCE10K2	CM24Y1. The custom kit contains the harness and a fuse kit.	\$45.00	20.00%	\$0.00	\$36.00		
HRNCG04T3	4-pin custom adapter for use with Volkswagen trucks only.	\$27.50	20.00%	\$0.00	\$22.00		
HRNCH06A2	Custom proprietary HINO FMS adapter. Requires HRN-CM24Y1.	\$14.00	20.00%	\$0.00	\$11.20		
HRNCH10A2	Custom 10-pin HINO FMS adapter for 2019+ vehicle models. Requires HRN-CM24Y1.	\$20.00	20.00%	\$0.00	\$16.00		
HRNCH04A2	Customer Isuzu FMS adapter for 2017+ vehicle models. Requires HRN-CM24Y1.	\$11.00	20.00%	\$0.00	\$8.80		
HRNCK10K2	custom kit contains the harness and a fuse kit.	\$30.00	20.00%	\$0.00	\$24.00		
HRNCKM24Y1	points.	\$16.25	20.00%	\$0.00	\$13.00		
HRNCP04A2	CM24Y1.	\$16.00	20.00%	\$0.00	\$12.80		
HRNCS14S21	document for more information.	\$13.20	20.00%	\$0.00	\$10.56		
HRNCT06A1	Custom adapter for Tesla Model S vehicles. Requires HRN-CM24Y1.	\$14.00	20.00%	\$0.00	\$11.20		
HRNCT06A11	Customer adapter for Tesla Model S and Model X vehicles. Requires HRN-CM24Y1.	\$14.00	20.00%	\$0.00	\$11.20		
HRNCT20T11	Custom harness for Tesla Model 3 vehicles.	\$30.00	20.00%	\$0.00	\$24.00		
HRNCT26T1	Custom harness for Tesla Model Y.	\$20.00	20.00%	\$0.00	\$16.00		
HRNCW06K4	custom kit contains the harness and a fuse kit.	\$16.25	20.00%	\$0.00	\$13.00		

HRN-DC14S2	14-pin harness for CAT vehicles	\$70.00	20.00%	\$0.00	\$56.00
HRN-DS09S4	9-pin straight harness for heavy-duty Deutsch connector installations in North America,	\$12.00	20.00%	\$0.00	\$9.60
HRN-EE14S1	buses.	\$90.00	20.00%	\$0.00	\$72.00
HRN-ES12S1	European interface harness for generic vehicles with FMS.	\$12.00	20.00%	\$0.00	\$9.60
HRN-RC12T2	12-pin Komatsu-specific harness for GO RUGGED device.	\$60.00	20.00%	\$0.00	\$48.00
HRN-RMRC1	CAT specific adapter	\$18.75	20.00%	\$0.00	\$15.00
HRN-RW07T1	RUGGED.	\$30.00	20.00%	\$0.00	\$24.00
HRN-RX06S4	6-way IOX harness for GO RUGGED to provide digital auxiliary support.	\$16.25	20.00%	\$0.00	\$13.00
HRN-RP21Y2	European interface harness for Mercedes Sprinters with PSM.	\$16.00	20.00%	\$0.00	\$12.80
IOX-AUXM	IOX Add-On for GO devices for auxiliary support	\$43.75	20.00%	\$0.00	\$35.00
IOX-GOTALK	IOX Add-On for GO devices for Text-to-Speech Speaker for Driver Feedback.	\$125.00	20.00%	\$0.00	\$100.00
IOX-NFCREADER	Input/output expander for driver identification — includes tag reader only.	\$70.00	20.00%	\$0.00	\$56.00
SPP-RELAYKIT	mechanic.	\$30.00	20.00%	\$0.00	\$24.00
SHIPPING	Cost of standard shipping per order				\$15.00



Contract # MA3695

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Geotab USA, Inc.

 Name
770 E Pilot Road Suite A

 Address
Las Vegas NV 89119

 City State Zip

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Neil Garrett Phone #702-884-8289 Email neilgarrett@geotab.com
 Vendor #VC211316 Commodity Code #43190

2. CONTRACT PORTFOLIO NAME: Wireless Voice, Data and Accessories

3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Fleet Management Award

4. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid#CJ21-3.

5. CONTRACT PERIOD: Effective Date: 5/20/2021 Termination Date: 8/11/2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): One Five (5) year extension option.

6. Payment: Prompt Payment Discount (if any): N/A.

7. Administrative Fee, as described in the Solicitation and Attachment A.

8. ATTACHMENT A: Master Terms and Conditions
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Cost Sheet
 ATTACHMENT D: Authorized Dealers
 ATTACHMENT G: Plan Description

ATTACHMENT R: Financial Attestation
 ATTACHMENT S: Security Disclosure
 ATTACHMENT T: Technical Questionnaire
 ATTACHMENT V: Subcategory Definitions
 ATTACHMENT W: Contractor Award Sheet

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #CJ21-3.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR DocuSigned by:
Neil Cawse

 Contractor's signature Date

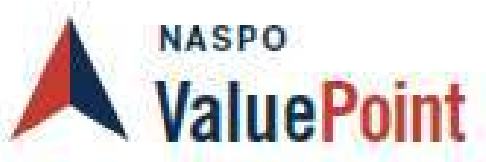
STATE *[Signature]*

 Director, Division of Purchasing Date

Neil Cawse CEO

 Type or Print Name and Title

<u>Christopher Jennings</u>	<u>801-957-7151</u>	<u>N/A</u>	<u>ctjennings@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Specifications or Statement of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Fulfillment Partner means a subcontractor qualified and authorized by Contractor and approved by the Lead State to fulfill one or more requirements of this Master Agreement, including but not limited to providing Services under this Master Agreement and billing customers directly for such Services. Contractor may, with the written approval of the Lead State, add or delete authorized Fulfillment Partners as necessary during the contract term.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for Five (5) years. This Master Agreement may be extended beyond the original contract period for up to Five (5) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. An awarded contract has a co-terminus expiration with existing contracts to allow for ease of administration.

b. The Master Agreement may be extended for a reasonable period of time in adherence to the Utah Procurement Code, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with

applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** “Resale” means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor’s proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of 0.25% accounts no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services for both Corporate/Government Responsible (CRU) and Individual Response (IRU) accounts under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state for Government Responsible accounts. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data using the format provided in Attachment J. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's

website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

c. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

d. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

e. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than one year after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

f. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. Left Intentionally Blank

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the

subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least (90 Days) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate

commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices do not include costs related to shipping, which shall be invoiced as a separate line item. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future

performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special

purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or

transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information

confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate

responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

Contractor may qualify and authorize Fulfillment Partners to, upon written approval by the Lead State, fulfill one or more requirements of this Master Agreement, including but not limited to providing Services under this Master Agreement and billing customers directly for such Services. Contractor may, with the written approval of the Lead State, add or delete authorized Fulfillment Partners as necessary during the contract term.

Contractor is contractually liable for all purchases under its Master Agreement, whether made directly with Contractor or through a Fulfillment Partner.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors, including Fulfillment Partners, or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action

including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

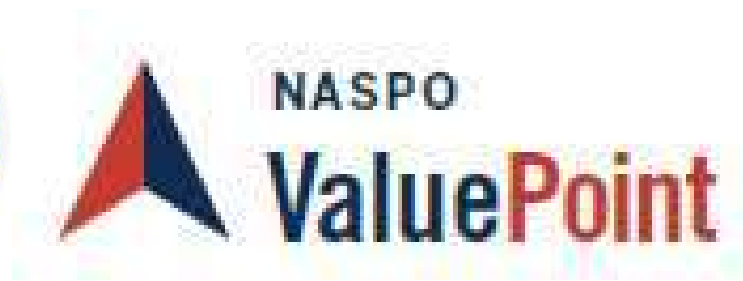
37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating

Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.



MA3695

Wireless Data, Voice, and Accessories

Attachment B

Scope of Work

Section 1: General

1.1 Background

The State of Utah Division of Purchasing and General Services (“Lead State”) is requesting proposals for Wireless Data, Voice and Accessories in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Contractors and refresh the existing Master Agreements for Wireless Data, Voice, and Accessories for all Participating States in Award Category 3 (IOT offerings). The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be conterminous with the current Master Agreements which are 5 (Five) years with renewal provisions for an additional 5 (Five) as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Attachment A).

1.2 Order of precedence

Per the NASPO ValuePoint Master Terms and Conditions, Participating Addenda (called “PA”) will have precedence over the Master Agreement within the participating jurisdiction.

1.3 Green Awards

End users of the Master Agreements that derive from this solicitation may have requirements to purchase products and services that adhere best practices of sustainability and environmental consciousness. Contractors should anticipate addressing these needs as they arise in the Participating Addendum process.

1.4 E-Rate

To the extent the services offered are subject to the E-rate discount program, all award Contract Vendors must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contract Vendor.

1.5 Net Neutrality

Recent changes by the Federal Communications Commission in their rules related to the issue of Net Neutrality have increased state’s interest in promulgating their own law, rule and policies on this topic. This solicitation will have no requirements related to Net Neutrality for the Master Agreements. It is anticipated, that this issue will be pertinent in the Participating Addendum process.

Section 2: Category of Award

2.0 Overview of Award Category

The products and services for this solicitation will be awarded in 1 (one) category. This Category will be referred to as “Category 3” to keep the category consistent with the original solicitation for wireless data, voice and accessories (CJ18012):

Category 3- Turnkey Wireless and IoT Solutions that are offered as a product: This category includes any of the wireless or IoT solutions or applications being offered as a complete product by the cellular wireless carriers or any other Contractor(s).

2.1 Category 3 – Internet of Things and other Turnkey Wireless Applications

2.1.1 Definitions

Contractor The signing party of this Master Agreement.

Turnkey Wireless Solution For the purposes of this solicitation a Turnkey Wireless Solution is an integrated, on premise or hybrid system that includes three broad elements:

- End Points physical objects (things like sensors, cameras, end point devices, etc.) that contain embedded technology to sense or interact with their internal state or external environment and the ability to communicate with a remote application
- Network Services a wireless communication network providing M2M communication services or some other method of data transport connecting the dedicated physical objects with;
- Back Office Systems applications and central or back end systems (servers, software, operating systems, storage, etc.).

2.1.2 Turnkey Wireless Solutions

A Contractor shall fully disclose what is included in the Turnkey Wireless Solutions, including all operational components, training, services, equipment, licenses, third party agreements, any and all fees and performance guarantees.

Turnkey Wireless Solutions Single Contract The provider offering a Turnkey Wireless Solutions may utilize subcontractors and partners to provide various elements of the system, but the system including all licensing rights will be covered by a single contract between the end user that purchases the system and the provider who is awarded a master agreement for this category of award.

Limited Related Service The provider shall provide support services as needed to install, maintain and enhance the system over the life of the system. These Limited Related Services shall be included in the system pricing. Installation services may be capped in proportion to the project at hand. The Proposal shall describe all related services that are included in the Turnkey Wireless System. The purchasing entity shall have the option to purchase additional services at pricing offered by the proposer and provide an hourly rate related to the project for the Additional Consulting or Integration Services.

Additional Consulting or Integration Services

- a. The purchasing entity shall have the ability to purchase consulting or integration services from the provider.
- b. Consulting Services – In Category 3, “Consulting Service” means planning, assessment and other professional consulting services provided by the Contractor related to the public entities planning, design, assessing, operating or maintaining an IoT solution.
- c. Additional Services – In Category 3, “Integration Service” means the process of making new IoT devices, data, platforms and applications, as well as existing IT assets (for example, business applications, data, mobile, SaaS and legacy systems) work well together in the context of implementing end-to-end IoT business solutions. Integration services are not part of turnkey

system or limited related service, but may be acquired from the provider or from a separate integration service provider at the sole discretion of the purchasing entity.

Limited Related Service and Additional Consulting or Integration Services will be billed at an Hourly rate will be included on the Cost Sheet (Attachment C) and will be included in the Master Agreement. The Hourly rate will be a blended rate and will encompass all related cost for these additional services.

2.1.3 Category 3 Subcategories of Award

See Attachment V for Category 3 Subcategory Definitions.

Right to Refresh

This category of master agreements (Turnkey Wireless Solutions) may be reopened and refreshed at the sole discretion of the Lead State at any time. The refresh may allow additional Turnkey Wireless Solutions offering in the broad scope or by specifically identified sub categories. The Lead State reserves the right to change the methodology for award for all or any subcategories at the time of the refresh/reopen of the solicitation. Awards for Award Category 3 in any refresh solicitation will be given the same contract term as the initial award.

Data Protection

The provider shall:

- a. Specify the best available standards-based encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.
- b. Describe whether or not it is willing to sign relevant and applicable agreements that may be necessary to protect data with a Purchasing Entity.
- c. Describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement.
- d. Specify its data disposal procedures, policies and destruction confirmation process

Subcontractors

Providers must explain for each Turnkey Wireless Solutions offered if they intend to provide it directly or through the use of Subcontractors. Any Subcontractor that a Provider chooses to use in fulfilling the requirements of the solicitation must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the solutions provided in this category.

- a. Contractor must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.
- b. If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP.

- c. Include a description of how the Contractor will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

2.1.4 Security For each Turnkey Wireless Solutions proposed include both a security disclosure statement.

Contractors for Award Category 3 have submitted answers to Attachment S- Security Disclosure Statement.

2.1.5 Client Infrastructure Impact and Support

Contractors will be willing to provide a description of the Impact and Support on End User infrastructure upon request Assessment what impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. Contractor will at the time of purchase identify any support required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

2.1.6 Client Infrastructure and Support

Unless the purchasing entity waives the requirement, the Contractor shall provide a description of the Impact and Support on the End User infrastructure. This shall include an assessment of impacts the Turnkey Wireless application will have on the infrastructure used by purchasing entity, including the client's network, data storage and client owned and operated endpoints before installation. The description shall also identify any resources required by the purchasing entity to support the proposed Turnkey Wireless Solutions.

2.1.7 Pricing Requirements

Cost Sheet

See Attachment C for details for Award Category 3.

No other Terms and Conditions, End User Agreements, or any other terms will be offered with the new product or service unless it is included in the Master Agreement at formation or by Amendment.

Section 3: Award Criteria for Categories of Award

3.1 Category 3: Turnkey Wireless and IoT Solutions

The Minimum Mandatory Requirements and Technical Scorable Criteria in this section were used for the award of this contract.

3.1.1 Minimum Mandatory Requirements

3.3.1.1 General Minimum Mandatory Requirements

Reporting Requirements - Contractor will adhere to reporting requirements listed in Section 6 and Attachments J as applicable.

Dedicated NASPO ValuePoint Representation - Contractor must designate centralized point(s) of contact for sales, customer service escalation and contract administration. These roles can be held by one individual or up to three different individuals, provided all points of contact report to the same supervisor or manager within the Contractor's organization.

Financial Stability Attestation- Attachment R Contractor must submit a filled out Attachment R Financial Stability Form. Including a Dun and Bradstreet "DUNS" rating and report.

Data Ownership Attestation **Unless otherwise specifically agreed to by the Purchasing Entity, the Purchasing Entity will own all right**, title and interest in its data that is related to the Services provided by this Master Agreement. The Provider shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course system operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

b. Provider and any Subcontractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

3.3.1.2 Category Specific Minimum Mandatory requirements

Security Disclosure Statement Contractor must fill out the attached Security Disclosure Statement, Attachment S.

Award Category 3 Questionnaire Contractor must fill out the attached Award Category 3 Questionnaire, Attachment T.

Client Questionnaire Contractor must have clients of their choice fill out the attached Attachment Q, and include it with their proposal.

Complete Turnkey Wireless Solution For solutions offered in this Category, the Contractor will be responsible for obtaining all of the required components (endpoints, network services, back-office processing, network management, etc.), testing to ensure functionality and

interoperability, ensuring security of the solution, and provide installation, project management for the overall solution delivered and serve as the single billing entity.

3.3.2 Technical Scorable Criteria

3.3.2.1 General Technical Scorable Criteria

Reporting Contractor will be scored based on their demonstrated reporting capabilities to end users, NASPO ValuePoint, and the Lead State. Flexibility and customizability in reporting is desired.

Company information Contractor will be scored based on the perceived capability, experience and expertise of their firm. Information that is not limited to but may include:

- a. Employee number and expertise
- b. Years of experience
- c. Infrastructure
- d. Coverage
- e. Financial health of company

Customer Service and escalation Contractor will describe how it will address customer service and escalation of issues. Committee will score based on the perceived effective customer service plan and any other related services offered.

3.3.2.2 Category Specific Technical Scorable Criteria

Turnkey Offerings Contractor will be scored based on their demonstrated value and capability of their turnkey offering.

Description of Turnkey Planning and Process Contractor will be scored based on the customer service they offer in this category. Factors to be considered is not limited to, but may include:

- a. Dedicated Point of Contact
- b. Training offered to NVP
- c. Escalation Plan

Service Factors Contractor will be scored based on:

- a. Description of related services included in Turnkey Solution
- b. Experience and qualifications of related service providers
- c. Description of Additional Integration and Consulting Services provided
- d. Experience and qualifications of Additional Integration and Consulting Services

References Contractor will be scored based customer/end user responses to the Client Questionnaire, Attachment Q.

Training Training will be scored based on training plan in this category:

- a. Pre installation training
- b. Operational training
- c. Ongoing Training

Security Contractor will be scored on their services, and offerings related to security. Items to be considered:

- a. Security Disclosure Statement (Attachment S)
- b. Data ownership and control
- c. Infrastructure Impact and Support provisions including provisions taken to ensure that failure of the turnkey solution will not impact the underlying operations

3.3.3 Cost Criteria (See Attachment C)

Section 4: Adding New Products and Services

The Lead State anticipates establishing a process for regular communication with contractors and addition of new products and services. Addition of new products will be treated differently based on which category of award covers the product or service.

4.1 General Requirements

The Lead State, along with the sourcing committee of this Solicitation will review and add new products and services to the Master Agreements outlined below. The Lead State reserves the right to modify this process to ensure open, transparent and reasonable review of proposed new products and services.

4.4 New Products added under Award Category 3

For new products under Award Category 3, Contractors must submit a request to the Lead State and sourcing team for consideration using Attachment N. All new products under Award Category 3 will be allowed only through amendment of the Master Agreements that result from this solicitation.

After consultation with the sourcing team, the Lead State may choose to include the new product under the Master Agreements by amendment. The Contractor will provide an updated Attachment G at the next quarterly update for public distribution.

4.4.1 New Product Request Form

The New Product Request form will be submitted to the Lead State to request any new products or services under Award Category 3(See Attachment M).

Proposed additional terms and conditions, end user agreements or related materials to be used with the new product must be included with the New Product Request form to be considered for addition to the Master Agreement. Terms and Conditions for additional products/services may be negotiated by the Lead State before addition.

4.4.2 New Product Request Log

All new added products and services under Award Category 3 will be included on Attachment N, Request Log sheet that will include Lead State recommendations and observations. This log will be included in the contract file and will be available for public view.

4.4.3 Quarterly Amendments

The Lead State expects to conduct quarterly amendments of the Master Agreement to add new products and services under Award Category 3. The Lead State reserves the right to amend, or not amend the Master Agreement at any time.

Terms and Conditions not included in the addition of new products for Award Category 3 will not be part of any agreement with end users. Contractors will not present end users with only the Terms and Conditions agreed to by the parties in the Master Agreement Amendment.

4.4.4 Terms and Conditions Compliance with Master Agreement

All Products offered under Award Category 3 shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

4.6 Quarterly Call/Meeting

The Lead State expects to have a call with contractors every quarter to discuss the status of the contracts, discuss proposed new products and services, and any other issues that may arise regarding the contract. These calls/meetings will be scheduled at mutually agreed upon times.

4.7 Terms and Conditions Compliance with Master Agreement

Any and all Products offered and furnished under any award category shall comply fully with all applicable Federal and State laws and regulations. The Order of Precedence clause in the NASPO ValuePoint Master Agreement Terms and Conditions and/or Participating Addendum will control in the event of any conflict between the NASPO ValuePoint Master Agreement and/or Participating Addendum and the Product Terms and Conditions. Any third-party product provider must agree to the Master Agreement Terms and Conditions.

Section 6: Reporting

6.1 General Requirements

6.1.1 Reporting shall be provided in the format required by NASPO ValuePoint:

6.1.1.3 Attachment J (Award Category 3)

6.1.2 Attachment G: Contract Coverage Attachment

Contractors under the Master Agreement that results from this contract will submit quarterly Attachment G to the Lead State. This attachment is intended to encapsulate the plans, services and offerings of the contractor. This would include any legacy and current offerings, including the plans entered on Attachment C. (anything that would be covered by the Master Agreement).

Attachment G must be submitted by Contractors awarded Award Category 3.

6.1.3 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost.

Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.

Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.

Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

6.2 Quarterly Call/Meeting

Contractors must be available for a quarterly meeting by phone, video conference, or in person to discuss contract concerns, developments and any upcoming additional products or services related to reporting.

6.4 Usage Reports (Other States)

Other States and participating entities may have alternate reporting requirements and will be addressed by their Participating Addendum.

Section 8: Administration of Contracts

8.1 Quarterly Amendment

The Lead State anticipates it will provide for regular quarterly amendments to the Master Agreement if there is a need to add new products or services. (Section 4). The Lead State at its discretion may elect to amend the Master Agreement at any time.

8.2 Quarterly Call

The Lead State and sourcing team intend to hold quarterly calls to facilitate new products/services, discuss the administration of the Master Agreements, and all other applicable aspects of the master agreement.

8.3 Annual Meeting

Contractors must be available for an annual meeting in person to discuss continuing administration of the contract. The Lead State anticipates meeting once a year in person to facilitate more in depth communication. The location of in-person meetings will be in The Salt Lake City area, or elsewhere at the discretion of the Lead State.

8.4 Published Documents

The Lead State intends to publish all new product/service request forms, new product logs, and any sourcing committee recommendations and notes related for reference. End users may use these documents to aid in their purchasing decisions.

MA3695 Wireless Voice, Data and Accessories Attachment C: Costsheet				
Attachment: C				
Category 3A: Fleet Management Costsheet				
VENDOR		Geotab USA, Inc.		
Monthly Recurring Cost				
Description		monthly	total annual cost	OFFEROR NOTES Describe plan attributes and characteristics per the
Basic Fleet Management	Price Per	\$19.75		Bundle includes: GO Device, Pro-Plus Plan, Light or Heavy duty harness and professional installation, training
Service Requirements				
Description		requirements		
Basic Fleet Management		*Solution to track, monitor & dispatch vehicles while collecting information on vehicle location & operation		
Installation & Set Up Costs				
Description		cost per	Total Set Up Cost	OFFEROR NOTES Details of Installation and Set Up of customer's
Total One Time Cost for Installation, Set Up and Basic System Administrator Training	10	\$0.00	\$0.00	Installation by a certified installer is included in the Geotab offer for NASPO . Geotab provides database, onboarding and training
Installation & Set Up Requirements				
Description		requirements		
Installation, Set Up and Basic System Administrator Training		*Set up and configuration of customer's instance in provider's hosted environment. *Install each device in vehicle and connect to OBD-II		

The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 12-month commitment required, and a \$135 cost recovery fee applies if

MA 3695 Attachment C: Authorized Dealers

- Acadian Total Security, LLC
- Advantage Asset Tracking Corporation (USA)
- E.J. Ward, Inc.
- GPS Fleet Management Solution
- SecureQuip Systems Ltd
- AttriX Technologies Inc.
- Assured Telematics Inc.
- Badger Fleet Solutions LLC
- BlueArrow Telematics Inc (USA)
- Eagle Wireless Communications LLC
- Electronic Engineering Co.
- EMS Technology Solutions LLC
- EnVue Telematics LLC
- Fleet Solutions LLC dba USA Fleet Solutions
- Baus Systems
- Fleet Nav Systems
- Enterprise Fleet Management
- DiCan
- Systems & Telematics Solutions LLC
- Goosetown Enterprises, Inc
- Glover International Trucks Ltd
- Fleetcard Inc., dba Impact Fleet
- Blackhole Technologies, Inc.
- M.A. Olson Enterprises LLC dba DBA Dynasty Communications
- Argos Connected Solutions LLC
- Can Am Wireless LLC
- Carben Tec
- Fleet Hoster LLC
- Altec Industries
- 785216 Ontario Limited o/a GoGPS
- Go Fleet Corporation (USA)
- Fleetistics (ILER Group, Inc.)
- Ideal Distribution LLC (PGT Technologies)
- Phoenix Direct Communications Inc
- RMJ Technologies TX, Inc.
- Rushcare, Inc.
- Sawatch Group
- Safety First

MA3695 Wireless Voice, Data and Accessories

Attachment G Plan Coverage

Carrier lists every plan and feature available under the NASPO ValuePoint contract, and provides full details of the plan or feature

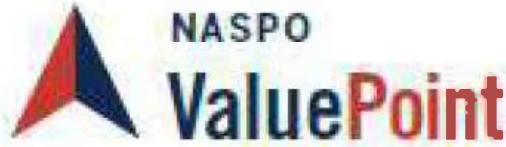
Fill in each column for each plan or feature included. Enter "not applicable" or "N/A" for any column that does not apply to a specific plan or feature.

Plans used in the Offerors submission Attachment C are to be entered on this attachment.

Plan # of Feature #	Plan or Feature Description	Monthly Cost Before Discount	Discount Percentage	NASPO ValuePoint Monthly Cost	One time Cost Amount	Description of One Time Cost	Plan or Feature Rules & Restrictions	Available to new Users Currently
CLIN 1	Geotab GO9 AT&T telematics device, ProPlus plan, HRN-GS16K2, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	Go device, light duty harness, Pro-Plus Plan.	To find what is included in the ProPlusRate plan click here	
CLIN 2	Geotab GO9 Verizon telematics device, ProPlus plan, HRN-GS16K2, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	Go device, light duty harness, Pro-Plus Plan.	To find what is included in the ProPlusRate plan click here	
CLIN 3	Geotab GO9 AT&T telematics device, ProPlus plan, HRN-GS09K2, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	Go device, heavy duty harness, Pro-Plus Plan.	To find what is included in the ProPlusRate plan click here	
CLIN 4	Geotab GO9 Verizon telematics device, ProPlus plan, HRN-GS09K2, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	Go device, heavy duty harness, Pro-Plus Plan.	To find what is included in the ProPlusRate plan click here	
CLIN 5	Geotab GO9 AT&T telematics device, ProPlus plan, HRN-CW03S3, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	Go device, 3-wire harness, Pro-Plus Plan.	To find what is included in the ProPlusRate plan click here	
CLIN 6	Geotab GO9 Verizon telematics device, ProPlus plan, HRN-CW03S3, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	Go device, 3-wire harness, Pro-Plus Plan.	To find what is included in the ProPlusRate plan click here	
CLIN 7	Geotab GO Rugged 8 telematics device, ProPlus plan, HRN-GR09K1, installation, and training.	\$23.00	14.13%	\$19.75	\$50.00	Go Rugged (for yellow iron machinery) light duty	To find what is included in the ProPlusRate plan click here	
CLIN 8	Geotab GO Rugged 8 telematics device, ProPlus plan, HRN-RV03S4, installation, and training.	\$23.00	14.13%	\$19.75	\$50.00	Go Rugged (for yellow iron machinery) heavy duty	To find what is included in the ProPlusRate plan click here	
CLIN 9	Solar powered asset tracker w/bracket, including training and installation and monthly service plan.	\$10.00	0.00%	\$10.00	\$297.00	Solar powered asset tracker w/bracket.		
CLIN 10	Geotab GO9 (no GPS) AT&T telematics device, ProPlus plan, HRN-GS16K2, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	NO-GPS (for law enforcement) Go	To find what is included in the ProPlusRate plan click here	
CLIN 11	Geotab GO9 (no GPS) AT&T telematics device, ProPlus plan, HRN-GS09K2, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	NO-GPS (for law enforcement) Go	To find what is included in the ProPlusRate plan click here	
CLIN 12	Geotab GO9 (no GPS) AT&T telematics device, ProPlus plan, HRN-CW03S3, installation, and training.	\$23.00	14.13%	\$19.75	\$0.00	NO-GPS (for law enforcement) Go device 3	To find what is included in the ProPlusRate plan click here	
<p>The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 12-month commitment required, and a \$135 cost recovery fee applies if this service is canceled in the first 12 months. A device will be deemed accepted on the earlier of (1) installation in a vehicle or (2) 10 days after receipt of order. Billing will begin for each accepted device on the first day of the month following acceptance of that device for usage during the previous month and will be prorated accordingly if the device is in use for less than the entire month.</p>								
SELF INSTALL Packages								
CLIN13	Geotab GO9 AT&T telematics device, ProPlus plan, HRN-GS16K2, and training.	\$21.55	14.13%	\$18.50	\$0.00	Same as CLIN 1 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN14	Geotab GO9 Verizon telematics device, ProPlus plan, HRN-GS16K2, and training.	\$21.55	14.13%	\$18.50	\$0.00	Same as CLIN 2 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN15	Geotab GO9 AT&T telematics device, ProPlus plan, HRN-GS09K2, and training.	\$21.55	14.13%	\$18.50	\$0.00	Same as CLIN 3 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN16	Geotab GO9 Verizon telematics device, ProPlus plan, HRN-GS09K2, and training.	\$21.55	14.13%	\$18.50	\$0.00	Same as CLIN 4 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN17	Geotab GO9 AT&T telematics device, ProPlus plan, HRN-CW03S3, and training.	\$21.55	14.13%	\$18.50	\$0.00	Same as CLIN 5 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN18	Geotab GO9 Verizon telematics device, ProPlus plan, HRN-CW03S3, and training.	\$21.55	14.13%	\$18.50	\$0.00	Same as CLIN 6 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN19	Geotab GO Rugged 8 telematics device, ProPlus plan, HRN-GR09K1, and training.	\$21.55	14.13%	\$18.50	\$50.00	Same as CLIN 7 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN20	Geotab GO Rugged 8 telematics device, ProPlus plan, HRN-RV03S4, and training.	\$21.55	14.13%	\$18.50	\$50.00	Same as CLIN 8 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN21	Geotab GO9 (no GPS) AT&T telematics device, ProPlus plan, HRN-GS16K2, and training.	\$21.55	14.13%	\$18.50	\$0.00	Same as CLIN 10 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN22	Geotab GO9 (no GPS) AT&T telematics device, ProPlus plan, HRN-GS09K2, and training.	\$21.55	14.13%	\$18.50	\$0.00	Same as CLIN 11 without profession installation	To find what is included in the ProPlusRate plan click here	
CLIN23	Geotab GO9 (no GPS) AT&T telematics device, ProPlus plan, HRN-CW03S3, and training.	\$21.55	14.13%	\$18.50	\$0.00	Same as CLIN 12 without profession installation	To find what is included in the ProPlusRate plan click here	
<p>The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 12-month commitment required, and a \$135 cost recovery fee applies if this service is canceled in the first 12 months. A device will be deemed accepted on the earlier of (1) installation in a vehicle or (2) 10 days after receipt of order. Billing will begin for each accepted device on the first day of the month following acceptance of that device for usage during the previous month and will be prorated accordingly if the device is in use for less than the entire month.</p>								
Extended Coverage								
Non-Core	IOX Iridium satellite add-on (harness and antenna included), installation, training and monthly service plan. Must be combined with CLIN 1 thru 8 or 10 thru 23. Monthly price of this item is in addition to the GO device.	\$38.25	10.46%	\$34.25	\$674.00	For clients that operate outside of the cellular coverage		
Public Works (Winter Ops, Street Sweepers, so on)								
Non-Core	IOX Add-On for winter operations spreader interfacing and data collection, includes HRN-IOX10X. Must be combined with CLIN 1 thru 8 or CLIN 10 thru 23 AND the front and rear facing camera solution. Monthly price of this item is in addition to the GO device and camera solution monthly fees.	\$19.06	20.00%	\$15.25	\$235.20	Geotab Public Works helps government agencies manage vehicles such as salt spreaders, snow plows, street sweepers, and waste management	To find out what controller Intergrations Geotab offers for Public Works click here.	
Camera Solutions								
Non-Core	Front facing camera. Must be paired with a GO device.	\$28.06	20.00%	\$22.45	\$499.98	For clients that require a		
Unbundled Offering								
Non-Core	Geotab GO9 AT&T telematics device	\$17.81	20.00%	\$14.25	\$68.00	Unbundled AT&T offer for	To find what is included in the ProPlusRate plan click here	
Non-Core	Geotab GO9 Verizon telematics device	\$17.81	20.00%	\$14.25	\$68.00	Unbundled Verizon offer	To find what is included in the ProPlusRate plan click here	
Non-Core	Geotab rugged AT&T telematics device	\$17.81	20.00%	\$14.25	\$114.00	Unbundled offer for clients	To find what is included in the ProPlusRate plan click here	
Non-Core	Geotab GO9 (no GPS) AT&T telematics device	\$17.81	20.00%	\$14.25	\$68.00	Unbundled AT&T offer for	To find what is included in the ProPlusRate plan click here	
Geotab Keyless for Car Sharing Fleets								
Non-Core	Motorpool operations plan, including telematics-based vehicle access, reservations, training, support, and warranty. Must be paired with monthly ProPlus plan.	\$40.00	45.00%	\$22.00	\$0.00	Motorpool operations plan, including telematics-based vehicle access.	To find out what is included in the Geotab car sharing offer click here	
Non-Core	Tap and Go Keyless plan, including telematics-based vehicle access, training, support, and warranty. Must be paired with monthly ProPlus plan.	\$8.75	20.00%	\$7.00	\$0.00	Tap and Go Keyless plan, including telematics-based vehicle access.		
All bundle offers are subject to the below								
<p>The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 12-month commitment required, and a \$135 cost recovery fee applies if this service is canceled in the first 12 months. A device will be deemed accepted on the earlier of (1) installation in a vehicle or (2) 10 days after receipt of order. Billing will begin for each accepted device on the first day of the month following acceptance of that device for usage during the previous month and will be prorated accordingly if the device is in use for less than the entire month.</p>								
Additional Hardware One time Cost								
Non-Core	IOX Add-On for Keyless functionality, with integrated keyfob.				\$61.00			
Non-Core	IOX Add-On for Keyless functionality, without integrated keyfob.				\$61.00			
Non-Core	IOX-KEYLESS expansion harness for bladed key ignition to inhibit functionality.				\$12.80			
Non-Core	QR Tag for IOX-KEYLESS key shipment to Geotab.				\$2.00			
Non-Core	One-time installation of harness HRN-CX09Y5 for bladed key ignition to inhibit functionality and/or IOX-KEYLESS				\$90.00			
Non-Core	3-wire harness for GO devices - PWR, GND, IGN.				\$9.00			
Non-Core	3-wire harness for the GO RUGGED				\$13.00			

Non-Core	8-wire adapter for vehicles with connectors that are not supported on other harnesses, Requires HRN-CM24Y1.				\$5,60	
Non-Core	Custom adapter for Mack vehicles in North America. Requires HRN-CM24Y1.				\$19,20	
Non-Core	Custom proprietary adapter for Volvo and Mack FMS vehicles in North America. Requires HRN-CM24Y1.				\$15,00	
Non-Core	Custom 8-wire harness kit for vehicles with no supported connectors, Requires HRN-CM24Y1, The custom kit				\$13,00	
Non-Core	Custom 3-wire harness kit. The custom kit contains the harness and a fuse kit.				\$13,00	
Non-Core	3-wire harness kit for GO Rugged. The kit contains the harness and a fuse kit.				\$17,00	
Non-Core	Custom harness kit for Mack vehicles, 2018 or older, in North America. Requires HRN-CM24Y1. The custom kit				\$24,00	
Non-Core	Custom harness kit for Volvo/Mack vehicles, 2019 or newer, in North America. Requires HRN-CM24Y1. The				\$36,00	
Non-Core	6-pin heavy-duty T-harness for installations where the Deutsch connector needs to remain available for other				\$25,00	
Non-Core	Universal Rugged Heavy-Duty T-Harness Kit (IP67)				\$25,00	
Non-Core	Universal Heavy-Duty T-Harness Kit — Multi-connector kit includes a 9-pin T-harness and 4 different mounting				\$25,00	
Non-Core	Universal OBDII T-Harness Kit — Multi-connector kit includes a T-harness and twelve different mounting adapters for use in most				\$25,00	
Non-Core	CAT specific adapter				\$15,00	
Non-Core	14-pin harness for CAT vehicles				\$56,00	
Non-Core	6-way IOX harness for GO RUGGED to provide digital auxiliary support.				\$13,00	
Non-Core	Harness to connect GO RUGGED device to vehicle diagnostic port for engine data.				\$13,00	
Non-Core	Harness for custom GO device installations — includes Molex connectors for two OBD and one J1939 points.				\$13,00	
Non-Core	Adapter harness used in with HRN-DS09T2, HRN-DT09T2, and HRN-GS09K2 for enhanced engine support on 2017 Kenworth				\$11,20	
Non-Core	OBDDII extension cable pack for GO devices — replaces the HRN-INSTALLPACKV2.				\$7,20	
Non-Core	Flat OBDDII extension harness for GO devices.				\$8,80	
Non-Core	OBDDII extension harness for GO devices.				\$6,40	
Non-Core	OBDDII harness for GO devices — includes special vehicle connector to receive engine data from Mitsubishi Fuso or				\$8,00	
Non-Core	Custom proprietary HINO FMS adapter. Requires HRN-CM24Y1.				\$11,20	
Non-Core	Custom 10-pin HINO FMS adapter for 2019+ vehicle models. Requires HRN-CM24Y1.				\$16,00	
Non-Core	Customer Isuzu FMS adapter for 2017+ vehicle models. Requires HRN-CM24Y1.				\$8,80	
Non-Core	PSM module connection for Mercedes Sprinters (907 Chassis) for global markets, Requires HRN-CM24Y1.				\$12,80	
Non-Core	14-pin connector harness for heavy-duty applications. Refer to the Vehicle Specific Installation document for more information.				\$10,56	
Non-Core	Custom adapter for Tesla Model S vehicles, Requires HRN-CM24Y1.				\$11,20	
Non-Core	Customer adapter for Tesla Model S and Model X vehicles. Requires HRN-CM24Y1.				\$11,20	
Non-Core	Custom harness for Tesla Model 3 vehicles.				\$24,00	
Non-Core	6-pin straight harness for heavy-duty Deutsch connector installations in North America.				\$9,60	
Non-Core	9-pin straight harness for heavy-duty Deutsch connector installations in North America.				\$9,60	
Non-Core	Diagnostic connector for Mercedes vehicles — used on older generation medium-duty trucks and buses.				\$72,00	
Non-Core	European interface harness for generic vehicles with FMS.				\$9,60	
Non-Core	European interface harness for Mercedes Sprinters with PSM.				\$12,80	
Non-Core	IOX Add-On for GO devices for auxiliary support				\$35,00	
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Driver Identification -Non Monthly						
Non-Core	IOX Add-On for NFC Tag Reader with mounting bracket - used for Driver ID.				\$56,00	
Non-Core	Blue NFC Driver ID Tag.				\$4,00	
Non-Core	NFC Driver ID Sticker Tag with blue inner label.				\$4,00	
Non-Core	Bag of 20 qty. Blue NFC Driver ID Tag.				\$48,00	
Non-Core	Bag of 20 qty. NFC Driver ID Sticker Tag with blue inner label.				\$48,00	
Non-Core	One-time installation of IOX-NFCREADER.				\$90,00	
In Cab Coaching						
Non-Core	IOX Add-On for GO devices for Text-to-Speech Speaker for Driver Feedback.				\$100,00	
Non-Core	One-time installation of IOX-GOTALK.				\$90,00	
Winter Solution						
Non-Core	Cable - WT10X IOX to I/O Cable				\$35,20	
Non-Core	IOX Cable for IOX Device				\$35,20	
Non-Core	Cable — Muncie Advantage+ Integration				\$48,00	
Non-Core	Cable - DB-9 Serial Integration (15FT)				\$14,00	
Non-Core	Cable - Force America Integration				\$14,00	
Non-Core	Cable - CS550 Integration				\$309,76	
Non-Core	Cable - CS440 Integration				\$28,00	
Non-Core	Cable - DB-9 Null Modem Integration				\$28,00	
Non-Core	Cable - Flex 4 Integration				\$16,00	
Non-Core	Cable - Schmidt Integration				\$384,00	
Non-Core	Cable - Giletta Integration				\$55,04	
Non-Core	Telemetry - Flow Proximity Sensor Kit				\$112,00	
Non-Core	Telemetry - Hydraulic Pressure sensor 100 to 1500PSI				\$112,00	
Non-Core	One-time installation of Winter operations add on and cables.				\$360,00	
Installation Services						
Non-Core	One-time installation of GO Device and Harness or two IOX devices				\$85,00	Installation charges for clients take the unbundled option
Non-Core	Vehicle not available at the time of scheduled install				\$100,00	Installation charges for no shows

The limited lifetime warranty does not include shipping RMA devices to Geotab. Minimum 12-month commitment required, and a \$135 cost recovery fee applies if this service is canceled in the first 12 months. A device will be deemed accepted on the earlier of (1) installation in a vehicle or (2) 10 days after receipt of order. Billing will begin for each accepted device on the first day of the month following acceptance of that device for usage during the previous month and will be prorated accordingly if the device is in use for less than the entire month.



MA3695

Attachment R

Wireless Data, Voice and Accessories Award Category 3 Refresh

Financial Requirements for Offerors

All offerors to this RFP must provide to the State a Dun and Bradstreet (D&B) number and report in their submission. Offerors must meet at a minimum, Dun and Bradstreet rating of BB2 or better.

Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly-owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

If a government entity is bidding on this RFP, a D&B rating and number is not required for the government entity.

D&B rating may be provided by a D&B report, or any other verifiable means as an attachment to your proposal.

Geotab Response: Geotab USA Dun and Bradstreet (DUNS) # is 08-012-3260.



MA3695

Attachment S

Wireless Data, Voice and Accessories Award Category 3 Refresh

Security Disclosure Statement

- A. Purchasing entities are concerned about the security and privacy of information and data related to the performance of this contract. The type of data and information transmitted, stored and processed by the products and services will vary based on the purchasing entities requirements. As a result, it is not possible to establish a single set of security requirements all products and services awarded under this contract must meet. Each purchasing entity purchasing from this contract will determine which products and services have the appropriate cyber security and data controls in place to meet their specific needs. To assist public entities each offeror must submit a Security Disclosure Statement with their proposal.

Geotab Response: Geotab has read and understood the requirements.

- B. To qualify for any award under this contract, the Offeror must submit a Security Disclosure Statement addressing all of the elements listed below.
- i. In responding, Offeror must address not only the security mechanisms used by the bidder and its direct subsidiaries, but any partners, subcontractors or other 3rd parties who would be involved in implementing, operating, or in any way coming into contact with the service.
 - ii. By signature of the proposal submitted in response to this RFP, the offeror represents and warrants the accuracy and currency of the information submitted in response to the Security Disclosure Statement as listed in paragraph C of this attachment.

Geotab Response: Geotab has read and understood the requirements.

- C. Security Disclosure Statement information required. Offeror shall describe all policies, procedures, measures, methods, certifications and standards the offered product and/or service has in place to protect the purchasing entities security and privacy of information and data involved in the performance of this contract for each numbered statement below. Description responses shall also include;
- i. If for the specific product or service offered, the numbered security statement is not appropriate because it does not as a matter of accepted security practice relate to the product or service offered, the offeror shall indicate in a statement that it is not applicable and briefly explain why.
 - ii. If the specific product or service offered does not comply with the numbered statement, the offer shall indicate, "does not comply".

Geotab Response: Geotab has read and understood the requirements.

- 1) Methods and measures taken to hold, protect, and dispose of data during and following completion of any contract services. Include how access to a Purchasing Entity's user accounts or data will not be allowed, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

Geotab Response: Geotab implements suitable measures to ensure that data is protected during and following completion of any contract services. Geotab has a Data Protection Policy, available to all staff, which has been reviewed and approved by senior management and is applicable to services to be provided to NASPO's customers. These are defined in the Geotab Privacy Policy and TOMS at [this link](#). Geotab also supports secure deletion and at the end of a contract, can completely delete data and supply a certificate of destruction for all physical assets under Geotab's control.

- 2) Security measures to secure and protect the confidentiality of information and data that is obtained, created, stored, transmitted, processed or otherwise held or managed by the product or service during the performance of all work related to performance of this contract. Include all data confidentiality standards and practices that prevent the exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data.

Geotab Response: For users of the MyGeotab system, Security clearances give users access to different levels of data from the customer database. You can choose from six types of security clearances, or customize your own based on your operational

needs. Users can be categorized as Administrators, Supervisors, Default Users, Geotab Drive App Users, View Only, and Nothing. The different functional clearances for each type of user can be found [here](#).

Geotab employee access to servers is controlled through an internal tool called MyAdmin. Geotab employees use their unique GSuite account, plus a strong password in order to access the MyAdmin tool. From there Geotab employees request access to servers through the MyAdmin web UI. All Geotab employee server access is time boxed to 1, 3, 6, or 9 hours. The employee must also provide a reason for the request to access a server. Upon submitting the request the system requires a second factor authentication (2FA) to the employees phone. Once the 2FA has been successful, the system will generate a random thirty character password made up of upper, lower, number, and symbols. The password is unique and only valid for that selected server, user account, and for the period of time selected. In addition, all actual server access requests will also require a 2FA to confirm the GSuite account with the new randomly generated strong thirty character password. Access is regularly audited.

- 3) Data encryption methods and standards in place to encrypt data at rest and in transit. This includes but is not limited to, encryption standards employed to protect data in transit over either wired or wireless (e.g. cellular, Wi-Fi, or other), and how that might change over the life of the contract.

Geotab Response: Geotab provides one of the most secure telematics solutions available on the market today. Geotab uses encryption to protect all data at all times during collection, transmission, storage, and use. Customer information stored within the MyGeotab solution is encrypted at rest with AES 256. Customer data in the MyGeotab solution is encrypted in transit with TLS 1.2.. The GO devices use AES 256 to encrypt all Data At Rest (DAR). DAR AES 256 keys are generated and stored within the GO device microcontroller. Each GO device creates their own unique random AES 256 keys. AES 256 keys are generated on the GO device by a Cryptographically Secure Pseudorandom Number Generator (CSPRNG). Geotab's cryptographic module has achieved FIPS 140-2 validation. The certificate is number #3371. Geotab is the first telematics company to achieve FIPS 140-2 validation.

- 4) Measures to protect Information about the cost, type, quantity and location of state communications facilities, system assets, plans, procedures, contract information, billing information and other information identified as sensitive by the purchasing entity related to the performance of all work under this contract.

Geotab Response: Not applicable. The MyGeotab solution does not gather information about state communications facilities, system assets, plans, procedures, contract information, billing information and other information identified as sensitive. The MyGeotab solution is a GPS vehicle tracking and fleet management system and the Geotab solution does not require personally identifiable information (PII) in order to work, however, some customers include their employee PII as that makes using the MyGeotab solution easier. These things can include, but are not limited to, driver name, vehicle name, vehicle identifier, license, license plate, VIN, and employee number. Geotab encrypts all customer data at rest with AES 256..

5) Risk and policy management and enforcement measures in place to protect the security of physical assets and information.

Geotab Response: Geotab Risk Management program is encapsulated in the Disaster Recovery Plan. To view Geotab's publicly available Risk Management program, please [click here](#). Geotab has rigorous security measures in place and regularly conducts internal security audits and also conducts penetration tests with external third-parties. Geotab recently achieved [ISO27001 certification](#) and can share this certification upon request. Geotab also has an Internal "Access Control Policy" that includes physical security requirements.

For customers, Geotab supports secure deletion and at the end of a contract, can completely delete data and supply a certificate of destruction for all physical assets under Geotab's control.

6) How distributed access is controlled and managed across IT assets, including data, applications, networks and platforms within the solution.

Geotab Response: Geotab has an Access Control Policy which contains the Role Based Access Control controls and requirements. Access is controlled by the RBAC system which allows Geotab employees to access only those systems which are required to perform their job function. Any changes to the RBAC must be approved by the manager. RBAC system access is reviewed and audited at regular intervals.

Additionally, for customers the company administrator has the ability to create accounts and assign privileges and access before any user/users can log in. Geotab has rigorous security measures in place and regularly conducts internal security audits and also conducts penetration tests with external third-parties. Geotab recently achieved [ISO27001 certification](#) and can share this certification upon request.

- 7) Security management in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

Geotab Response: Geotab leverages Fortify and Veracode for static code analysis. Geotab leverages Netsparker for dynamic application scans.

Geotab hardens all servers to the Center for Internet Security (CIS) benchmarks. Hardened state is enforced with Windows Desired State Configuration (DSC). Hardened state is confirmed using credentialed scans with Nessus/Tenable.

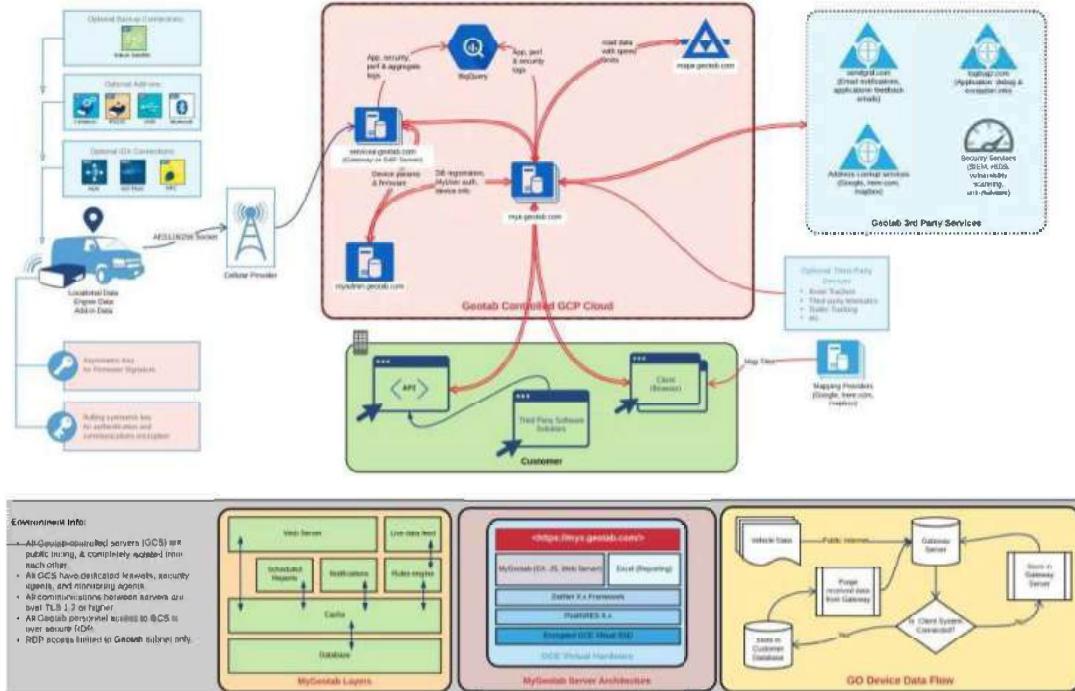
Geotab leverages CrowdStrike for IDP/IDS. Additionally, all servers are hosted within Google Cloud Platform (GCP), and as such, inherit a number of security controls from Google.

- 8) Describe the logging process including:
 - a. The types of services and devices logged,
 - b. The event types logged, and
 - c. The information fields will be made available to the authorized Purchasing Entity if requested in their PA after award of the master agreement.

Geotab Response: All activity a user undergoes within MyGeotab is logged and can be viewed by any approved users within the MyGeotab audit log. Audit log data cannot be altered or removed. There are over 220 audit log fields which can be found on [this link](#) including type of services and events logged. Internally, Geotab leverages Splunk and ELK stack as SIEM. We store application audit events and logs in ELK for analysis and alerting. Logs are stored for 90 days. Geotab maintains an internal “Geotab Information Logging Standard” which outlines the standard OS, Container, Framework, Application, and Database logging expected to be in place for all servers.

- 9) Describe the security Technical Reference Architectures

Geotab Response: The MyGeotab solution is hosted entirely within Google Cloud Platform (GCP). As such, customers are not required to setup and/or configure any part of the underlying MyGeotab solution. Geotab’s SaaS solution utilizes components which are specific to GCP. To view Geotab’s high level architecture diagram, please see the link / see architecture diagram below:
https://drive.google.com/file/d/0B9d7cJZr_oLPcIJadUI1dkNnUlK/view



10) Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offerors employees who have access to sensitive data.

Geotab Response: All Geotab employees undergo fully approved and government-sanctioned background checks, upon hire, where permissible by applicable law. Geotab re-screens individuals according to Geotab requirements or for specific roles that require them internally, specifically for Government customers.

11) Provide an itemized list of all cyber security standards and security certifications in place that the products and service offered comply with to ensure appropriate controls and data confidentiality are in place, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800- 171, FIPS 200 and FedRAMP (Moderate, High) if they apply. Include detailed response on how security standards and certifications will be maintained and updated to meet best practices for maintenance and operations.

Geotab Response:

- NIST 800-53: Geotab’s Security Program is based on the best practices put forward under NIST 800-53.
- ISO-27001: Geotab is [ISO 27001 certified](#).

- FIPS: Getoab's cryptographic module has achieved FIPS 140-2 validation. [The certificate is number #3371](#). Geotab is the first telematics company to achieve FIPS 140-2 validation.
- FedRAMP: [Geotab is FedRAMP Level Moderate](#)
- PCI (DSS): Not applicable. The MyGeotab solution is not a credit card payment processing solution.
- HIPAA: Not applicable. The MyGeotab solution is not involved in the collection or process of Protected Health Information (PHI). HIPAA is not relevant to Geotab business.

12) Provide a detailed list of all third-party attestations, security credentials and certifications, and reports relating to data security, integrity, and other controls in place.

Geotab Response:

- ISO-27001: Geotab is [ISO 27001 certified](#).
- FIPS: Getoab's cryptographic module has achieved FIPS 140-2 validation. [The certificate is number #3371](#). Geotab is the first telematics company to achieve FIPS 140-2 validation.
- FedRAMP: [Geotab is FedRAMP Authorized, Level Moderate](#).

13) NIST Cybersecurity Framework, April 16, 2018, Version 1.1

<https://doi.org/10.6028/NIST.CSWP.04162018>: Describe how the offeror is prepared to utilize the NIST Cybersecurity Framework for Turnkey Internet of Things, Other Turnkey Wireless, Applications and Services (Category 3) and Wireless Transport Options (Category 4) as may be implemented by the Purchasing Entity, which may include, but is not limited to:

- a. Convey the purchasing entities' cyber security requirements,
- b. Identify Functions, Categories, Subcategories, and Informative References that describe specific cybersecurity activities will provide in the Offerors's system, products or services under contract with the Purchasing Entity,
- c. Communicate cyber security requirements through Cyber Supply Chain Risk Management (SCRM), and
- d. Other cybersecurity risk management activities of Offeror's system, products or services under contract with the purchasing entity.

Geotab Response: Geotab ensures that adequate steps are taken to guard against unauthorized access to Client Data. Geotab models our information security and privacy policies after industry best practices including

- ISO-27001: Geotab is [ISO 27001 certified](#).

- FIPS: Getoab's cryptographic module has achieved FIPS 140-2 validation. [The certificate is number #3371](#). Geotab is the first telematics company to achieve FIPS 140-2 validation.
- FedRAMP: [Geotab is FedRAMP Authorized, Level Moderate](#).

14) NIST Cybersecurity Framework, Table 2 Framework Core: For each subcategory of the all 15 Categories of the NIST Cybersecurity Framework, list the specific standards and certifications, the products or services offered comply with at the time or your proposal. Categories Include:

- a. Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization's risk strategy.

Geotab Response: Geotab owns all assets in GCP and Geotab's Devops Team maintains an Asset Inventory Monitoring System utilizing Google Cloud Services. Geotab's Company Asset, Information and Data Security Policy is available internally and is required to be reviewed by every employee, contract worker or part-staff member. It clearly states what is deemed to be acceptable. The owner is the Geotab Security Department and it was last updated in February, 2020. The policy is to be reviewed by every employee who joins and then periodically and/or upon remarkable changes. Geotab also conducts personnel screening for employees who are involved with the administration or handling of systems holding customer information. All authorized company personnel have been assigned the roles with privileges. They also need to pass the background check. NDA needs to be signed if necessary.

- b. Business Environment (ID.BE): The organization's mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.

Geotab Response: The Chief Security Officer (CSO) is responsible for the overall security and information security at Geotab. Geotab Security is broken down into several departments consisting of approximately 40 professionals. Roles, activities and objectives of the security team and the larger organization are understood and prioritized. Baseline documents are based on the Center for Internet Security's Cyber Security Best Practices and Benchmarks and Geotab maintains an internal data classification policy that is managed by the Geotab Security team. Geotab has a documented Risk Management program encapsulated in the Disaster Recovery Plan.

To view Geotab's Risk Management program, please click [here](#). Information Security risks are captured in risk registers and are reviewed monthly.

- c. **Governance (ID.GV):** The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.

Geotab Response: Not applicable - Geotab's solution is not a governance tool.

- d. **Risk Assessment (ID.RA):** The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.

Geotab Response: Geotab understands the cybersecurity risk to organizational operations, assets and individuals. Additionally, Geotab conducts a thorough review of our compliance to cybersecurity risk. Geotab's risk management processes is outlined in its Technical and Organizational Data Security Measures Statement (TOMS) document:

<https://docs.google.com/document/d/1b8F7XB86Z0h8xyD4GF3wH3vzwtDzMhKb-SmhYkz8IGs/preview>.

- e. **Risk Management Strategy (ID.RM):** The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.

Geotab Response: There are any number of potential disruptive threats which can occur at any time and affect the normal business process. Geotab has considered a wide range of potential threats. Geotab's focus is on the level of business disruption which could arise from each type of disaster. Geotab has partnered with Google and other providers to leverage their multi-location, fully redundant data centers and services. All critical services indicated above are housed and managed within this geo-redundant environment.

This environment essentially removes the impact of many of the typical disaster threats, including floods, fire, weather, etc. Any localized threat or disaster may temporarily impact service but with the tools at Geotab's disposal, Geotab can quickly divert all systems to another location. Down time for customers would be very limited and data loss at a minimum.

Geotab's Risk Management program is encapsulated in the Disaster Recovery Plan. To view Geotab's Risk Management program, please click [here](#).

- f. **Supply Chain Risk Management (ID.SC):** The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.

Geotab Response: As part of Geotab initiative to identify and mitigate risk, in 2020 we initiated a programme of due diligence, which is designed to be refreshed as changes occur within the supply chain and as new products are introduced. We conduct due diligence on direct suppliers that are identified as having higher risk through the aforementioned programs & assessments. As part of the due diligence process, higher-risk suppliers will be asked to complete a self-declaration about their upstream suppliers and the commodities purchased through those suppliers down to the raw materials. We mitigate the risks of counterfeit parts by arranging direct relationships with each of the upstream suppliers, and by restricting the parts which are available to Geotab contract manufacturers using a blanket Geotab purchase order. We also inspect Geotab contract manufacturing facilities to ensure compliance with the Supplier Code of Conduct and quality output of the final products. The due diligence process also includes examination of labor-related red flags observed in person and in response to publicly available reports, and a review of higher-risk suppliers' names against the US Office of Foreign Assets Control and sanctions lists. If we discover red flags, we conduct extensive and documented follow-ups to address these issues. In certain cases, we may decide to no longer pursue a relationship or to terminate Geotab's current relationship with a supplier. We recognise that Geotab due diligence efforts should continue in perpetuity. That remains the Geotab approach for the foreseeable future.

- g. **Identity Management, Authentication and Access Control (PR.AC):** Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.

Geotab Response: Geotab has several physical office locations. Geotab has an Internal "Access Control Policy" that includes physical security requirements. We have controls in place for building surveillance, building access, visitors, office requirements, and enforcement. Some of these controls include visitors being escorted by permitted users, users being assigned appropriate credentials to enter a private access entrance, and doors automatically locking. During working hours, the

front desk is always attended, and any lost credentials are immediately reported to GISec. Geotab has an Internal Building Security Policy where further details are listed.

- h. **Awareness and Training (PR.AT):** The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity related duties and responsibilities consistent with related policies, procedures, and agreements.

Geotab Response: Geotab provides a formal security awareness training program, including cloud-related access and data management issues to all persons with access to Volvo's data. Geotab implements measures and policies to ensure that all Geotab personnel are trained and fully aware of all security and privacy-related policies, and that only specific persons have access to specific areas within the network and systems. All Geotab employees undergo regular security awareness training - which covers the Security policies outlined at Geotab. For more information, please see the Geotab's Security policy document below:

Geotab TOMS:

<https://docs.google.com/document/d/1b8F7XB86Z0h8xyD4GF3wH3vzwtdzMhKb-SmhYkz8IGs/edit#heading=h.uk8rOk8xx328>

- i. **Data Security (PR.DS):** Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.

Geotab Response: Geotab has strategically defined what steps are taken to ensure on-going confidentiality, integrity, availability, and resilience of systems and services processing personal data. As a data processor, Geotab implements and maintains technical and organizational measures designed to keep customer data secure and private. Individual customer data is processed according to the customer's instructions and chosen settings that enable the proper functioning of the solution and its ongoing improvement. Geotab has carefully controlled and audited access to personal data in a customers' database in the event that the customer needs support on their data for safety or troubleshooting. Geotab ensures that adequate steps are taken to guard against unauthorized access to NASPO's customers data. Geotab models our information security and privacy policies after industry best practices including ISO-27001 and NIST 800-53 SP.

- j. **Information Protection Processes and Procedures (PR.IP):** Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.

Geotab Response: Geotab takes a rigorous approach to information security following the principle of continuous improvement. To protect ourselves, our customers and partners, Geotab is constantly reviewing, improving and validating our security mechanisms and processes to ensure our systems remain resilient to intrusion and disaster. Geotab's Technical and Organizational Data Security Measures Statement (TOMS) provides an overview of the technical and organizational data security measures Geotab has implemented. It is a living document that is continuously updated to reflect improvements in our mechanisms and processes. Please click [here](#) to view Geotab's TOMS document.

- k. **Maintenance (PR.MA):** Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.

Geotab Response: Geotab uses Google Cloud Platform (GCP) to host client data. Geotab does not have control over the physical environment of the data centres, however, GCP has rigorous rules, policies and measures in place to ensure the data is secure. Please view Google's Infrastructure Security [here](#). Geotab also provides a 99.5% uptime guarantee for all its services, excluding any planned maintenance required. Most planned maintenance does not affect the operation and accessibility of our services, and includes tasks such as backups, consistency checks and operating system patches. Geotab has a Service Level Policy (SLP) document which can be found [here](#) for additional information about maintenance.

- l. **Protective Technology (PR.PT):** Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.

Geotab Response: Geotab undergoes annual external penetration testing on all its network, applications and Geotab GO devices, through trusted security partners, to ensure the systems remain secure and contained. Geotab conducts systematic vulnerability testing on all our production servers (continuous scanning) and our pre-release server images to ensure that our processes are maintained and that no

potential security or privacy risks are created. Any vulnerabilities discovered during the process are mitigated and retested before the image is released into production.

Geotab has an active private bug bounty program for its MyGeotab and MyAdmin applications, providing a sandbox environment of its latest applications to a number of security researchers, allowing them to review, scan and attempt to breach the applications. All discovered vulnerabilities are promptly verified, prioritized and addressed in a suitable time frame. No third-party port-scanning, vulnerability testing, or penetration testing may be done on any of the Geotab services, servers, or assets without the express written approval from Geotab and its hosting partners.

Additionally any vulnerabilities discovered during the process are mitigated and retested before the image is released into production. Geotab leverages Fortify and Veracode for static code analysis; Qualys and Netsparker for dynamic application scanning; and Tenable.io to perform the regular vulnerability scan. Any vulnerabilities are logged, ticketed, and remediated via our vulnerability management procedures. Operating systems and softwares are baselined, patched regularly through our OS replacement process.

All servers are managed and maintained using industry-leading and In-house custom-written agents, which provides continuous security monitoring and protection, including Host Intrusion Detection/Prevention (HIDS), anti-malware (updated automatically), continuous vulnerability scanning (both internal and external), and Security Information Event Management (SIEM) tools, and custom event and log monitoring.

Geotab also follows the FedRAMP guidance for vulnerability remediation. High/Moderate/Low vulnerabilities are remediated in at most 30/90/180 days, respectively.

m. **Anomalies and Events (DE.AE):** Anomalous activity is detected and the potential impact of events is understood.

Geotab Response: Geotab's Incident Response Program (GRIP) was developed in accordance with NIST Special Publication 800-61 Revision 2: Computer Security Incident Handling Guide and is designed to align with industry best practices. In the event of a security incident, Geotab's Disaster Recovery Team will be contacted and assembled by the ERT (Emergency Response Team) and is made up of all necessary on-call personnel. The team's responsibilities and objectives include:

- Establish necessary facilities and services as required within 1 hour of the incident
- Restore key services within 4 hours of incident
- Recover to normal business service within 24 hours of the incident
- Coordinate activities amongst team
- Provide notification and alerts to approved customers
- Report to the ERT

In the event of a security breach, Geotab engineering may cut off some or all access to Geotab services in order to mitigate any possible intrusion damage. Once the threat has been contained or neutralized, a thorough and immediate investigation by high-level Geotab staff will be conducted, specifically to determine names and / or location of attacker(s), method(s) of breach, what kind of data was exposed (if any), and customers who may be affected.

If Geotab determines that customer data has been accessed by unauthorized persons, Geotab will inform affected customers immediately (within 24 hours), as required by applicable law, and work with them to ensure that the data is secured, moved, removed or changed.

- n. **Security Continuous Monitoring (DE.CM):** The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.

Geotab Response: All servers are managed and maintained using industry-leading and in-house custom-written agents, which provides continuous security monitoring and protection, including Host Intrusion Detection/Prevention (HIDS), anti-malware (updated automatically), continuous vulnerability scanning (both internal and external), and Security Information Event Management (SIEM) tools, and custom event and log monitoring.

- o. **Detection Processes (DE.DP):** Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.

Geotab Response: Geotab uses CrowdStrike for A/V, host-based IDS for threat detection and performs regular OS, DB and Web application level vulnerability scan. All the vulnerability libraries are kept up to date. Geotab applies both the static code analysis and dynamic web application scan. Geotab also has a written policy to promptly identify, report, and respond to breaches of security related to the customers data. Geotab uses Splunk and ELK stack as breach detection systems and takes a rigorous approach to information security following the principle of continuous improvement. To protect ourselves, our customers and partners, Geotab

is constantly reviewing, improving and validating our security mechanisms and processes to ensure our systems remain resilient to intrusion and disaster. Geotab's Technical and Organizational Data Security Measures Statement ("TOMS") provides an overview of the technical and organizational data security measures Geotab has implemented. It is a living document that is continuously updated to reflect improvements in our mechanisms and processes.

- p. **Response Planning (RS.RP):** Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.

Geotab Response: Geotab has an internal Incident Response Program that is overseen by the Security Team, and regularly reviewed and updated. Geotab's IRP seeks to mitigate the risks from computer security incidents by establishing response capabilities and infrastructure for efficient and effective incident handling. Geotab's Chief Security Officer has direct approval authority over its IRP. Some of the areas covered under Geotab's Incident Response Program include: program goals and measurable objectives, incident response exercises and testing, incident management and response management, and incident response life cycle.

- q. **Communications (RS.CO):** Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).

Geotab Response: Geotab maintains an active list of contacts in all jurisdictions in which the company has major physical offices. This includes, but is not limited to, Halton Regional Police, OPP, Las Vegas Metropolitan Police Department, and the FBI Las Vegas Field Office. Additionally Geotab maintains a list of contacts for worldwide offices such as US-CERT, Guardia Civil in Spain, NCSC in the UK, BSI in Germany, CERT in Belgium, and OAIC in Australia.

- r. **Analysis (RS.AN):** Analysis is conducted to ensure effective response and support recovery activities.

Geotab Response: Geotab has a Change Advisory Board (CAB) that reviews all security impacting changes. Change Requests (CR) with a security impact require a Security Impact Analysis (SIA). All SIAs are reviewed by CAB, and the board meets weekly. All defined controls are validated through the follow up Engineering Change Orders (ECO).

- s. **Mitigation (RS.MI):** Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.

Geotab Response: Geotab has an internal Incident Response Program that is overseen by the Security Team, and regularly reviewed and updated. Geotab's IRP seeks to mitigate the risks from computer security incidents by establishing response capabilities and infrastructure for efficient and effective incident handling. Geotab's Chief Security Officer has direct approval authority over its IRP. Some of the areas covered under Geotab's Incident Response Program include: program goals and measurable objectives, incident response exercises and testing, incident management and response management, and incident response life cycle.

- t. **Improvements (RS.IM):** Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.

Geotab Response: Geotab's Incident Response Program (GRIP) was developed in accordance with NIST Special Publication 800-61 Revision 2: Computer Security Incident Handling Guide and is designed to align with industry best practices. Geotab is committed to continually improving and updating our Incident Response capabilities by incorporating lessons learned from previous responses that occur both internally and in the greater security community.

Any information or knowledge of any suspected security weakness, security breach, attempted security breach or any other information that may be related to Geotab and its services can be forwarded to security@geotab.com.

- u. **Recovery Planning (RC.RP):** Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.

Geotab Response: Geotab undertakes limited monthly testing of disaster recovery plans. Members of Geotab senior management oversee business continuity planning to ensure that critical services can be continually delivered to clients. Geotab maintains a publicly available Disaster Recovery Plan available [here](#).

- v. **Improvements (RC.IM):** Recovery planning and processes are improved by incorporating lessons learned into future activities.

Geotab Response: Geotab's Incident Response Program (GRIP) was developed in accordance with NIST Special Publication 800-61 Revision 2: Computer Security Incident Handling Guide and is designed to align with industry best practices. Geotab is committed to continually improving and updating our Incident Response capabilities by incorporating lessons learned from previous responses that occur both internally and in the greater security community.

Any information or knowledge of any suspected security weakness, security breach, attempted security breach or any other information that may be related to Geotab and its services can be forwarded to security@geotab.com.

- w. **Communications (RC.CO):** Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).

Geotab Response: In market collaboration: Geotab sponsors and is an active member of organizations such as the Automotive Information Sharing and Analysis Center (Auto-ISAC), the National Motor Freight Traffic Association (NMFTA), and the American Trucking Association (ATA). These institutions directly or indirectly disseminate vulnerability information and coordinate responses to security vulnerabilities. Geotab provides security technical experts to the Society of Automotive Engineers (SAE) and the Institute of Electrical and Electronics Engineers (IEEE).

Geotab also sponsors and provides mentorship in vehicle specific security programs such as the Colorado State University CyTeX, the Heavy Duty Truck Challenge, and the SAE Cyber Automotive Challenge. Geotab supports industry events such as the IoT Hacking Village and the Car Hacking Village by providing security talks, demonstrations, and security researcher outreach programs. These programs and conferences embed Geotab security professionals into the IoT, automotive, and cyber security industries. Geotab also subscribes to a number of vulnerability intelligence feeds such as CERT/CC, US-CERT, and FBI Cywatch.

Law enforcement: Geotab maintains an active list of contacts in all jurisdictions in which the company has major physical offices. This includes, but is not limited to, Halton Regional Police, OPP, Las Vegas Metropolitan Police Department, and the FBI Las Vegas Field Office. Additionally Geotab maintains a list of contacts for worldwide offices such as US-CERT, Guardia Civil in Spain, NCSC in the UK, BSI in Germany, CERT in Belgium, and OAIC in Australia.

15) Describe the data breach/incident policies and procedures regarding notification to both the purchasing entity of a security incident and/or data breach, as defined in this RFP, and the mitigation of such a breach. Include how proposer will work with Purchasing Entities before, during, and after a Security Incident and a Data Breach. Include information such as:

- a. Personnel who will be involved at various stages, include detail on how the Contract Manager will be involved;
- b. Response times;
- c. Incident levels;
- d. Processes and timelines;
- e. Methods of communication and assistance; and
- f. Other information vital to understanding the service you provide.

Provider should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

Geotab Response: Geotab's Incident Response Program (GRIP) was developed in accordance with NIST Special Publication 800-61 Revision 2: Computer Security Incident Handling Guide and is designed to align with industry best practices. In the event of a security incident, Geotab's Disaster Recovery Team will be contacted and assembled by the ERT (Emergency Response Team) and is made up of all necessary on-call personnel. The team's responsibilities and objectives include:

- Establish necessary facilities and services as required within 1 hour of the incident
- Restore key services within 4 hours of incident
- Recover to normal business service within 24 hours of the incident
- Coordinate activities amongst team
- Provide notification and alerts to approved customers
- Report to the ERT

In the event of a security breach, Geotab engineering may cut off some or all access to Geotab services in order to mitigate any possible intrusion damage. Once the threat has been contained or neutralized, a thorough and immediate investigation by high-level Geotab staff will be conducted, specifically to determine names and / or location of attacker(s), method(s) of breach, what kind of data was exposed (if any), and customers who may be affected.

If Geotab determines that customer data has been accessed by unauthorized persons, Geotab will inform affected customers immediately (within 24 hours),

as required by applicable law, and work with them to ensure that the data is secured, moved, removed or changed.

16) Describe the method for compliance with all applicable laws related to data privacy and security including state Security Breach Notification Laws dealing with personally identifiable information (PII). Describe any legal obligations related to security the offeror will meet over the life of the contract and describe how offeror will report changes to these obligations to the public entity.

Geotab Response: Geotab employs a comprehensive compliance program to address privacy laws in all jurisdictions we operate in. In particular, Geotab has developed compliance documentation in regards to the European Union's General Data Protection Regulation (GDPR) and the California Consumer Protection Act (CCPA) that details how Geotab processes personal data on behalf of EU based customers in a GDPR and CCPA compliant manner. Our privacy and security policies are available to customers and the general public through the Geotab website. All Geotab employees are bound by confidentiality requirements, trained in the protection of privacy and data, and appreciate the importance of enforcing and maintaining the security of Geotab's customer data, as well as that of subcontractors, website visitors, and attendees of Geotab sponsored events.

D. Any Turnkey Internet of Things, Other Turnkey Wireless system that incorporates SaaS, IaaS or PaaS or other cloud computing element shall complete, provide, and maintain a completed CSA STAR Registry Self-Assessment for that element. 2 < https://cloudsecurityalliance.org/star/self-assessment/#_overview. Offeror must either submit a completed Consensus Assessments Initiative Questionnaire (CAIQ), or submit a report documenting compliance with Cloud Controls Matrix (CCM) that the CAIQ is based on for the element that cloud based.

Geotab Response: Geotab can make a completed CAIQ Cloud Security Alliance Cloud Security Questionnaire available at time of award.



MA3695 Attachment T

Category 3 Technical Questionnaire

The State of Utah in conjunction with NASPO VALUEPOINT

MA3695

Wireless Data, Voice, and Accessories Award Category 3 Refresh

Award Category 3 from the original solicitation (CJ18012)



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1. General Information

a. Product Name

Geotab Response: Geotab is offering a fully bundled product consisting of the following main components under question c: General Capabilities Provided.

b. General Application Area (I.e. Attachment V Sub-category)

Geotab Response: Subcategory A - "Fleet Management: Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices".

c. General capabilities provided

Geotab Response:

Geotab NASPO Product Offering:

The below are different elements included in the bundle packaging unique to Geotab’s NASPO offering. Each of the below products will be used to create unique NASPO-only OPEX bundles. For example, Public works combined with a GO Device, Harness and Camera to create a Winter Ops package; or Go Device, harness, EV, Ford/GM, Keyless for our OPEX fleet operation. In short, it is our experience that offering government clients OPEX models to meet their diverse needs through a NASPO contract is something that would resonate across the country.

<ul style="list-style-type: none"> • GO Device
<ul style="list-style-type: none"> • Light Duty and Heavy Duty Harness
<ul style="list-style-type: none"> • GO Rugged
<ul style="list-style-type: none"> • Ford Embedded Solution
<ul style="list-style-type: none"> • GM Embedded Solution
<ul style="list-style-type: none"> • Driver Identification
<ul style="list-style-type: none"> • GO Talk
<ul style="list-style-type: none"> • Public Works
<ul style="list-style-type: none"> • Camera Solutions
<ul style="list-style-type: none"> • Geotab Keyless for Car Share vehicles
<ul style="list-style-type: none"> • Electric Vehicle Support



- Professional Installation
- [Solar Powered Asset Tracker](#)

*Additional harnesses and complete bundles are provided as a list in Attachment G: Plan Coverage Attachment.

d. Expected impact on cost/performance/functionality, etc.

Geotab Response: The State of Utah (the Lead State issuing this RFP) Division of Fleet Operations, completed the first year of a telematics pilot program using Geotab's fleet tracking solutions. To date, the State of Utah has realized improvements in a number of key cost savings areas and is extending the telematics program. This white paper provides an overview of the pilot and outlines short-term success and future goals. Please see Geotab's White Paper [here](#), or Appendix D in our response, for how the State successfully rolled out telematics in their large government fleet and the impact it had on their costs and savings, fleet utilization and productivity.

In addition to the above, the following features and benefits show what specific impact NASPO customers will have on impact cost, performance, and functionality.

Fuel Cost Savings and Performance:

- Fuel consumption can be reduced by:
- Reducing excessive speeding – remind drivers immediately when over speed limits.
- Leveraging in-cab notifications to management excessive idling.
- Using fuel efficiency reports to get side-by-side fuel consumption data for all your fleet vehicles, as well as driver behavior trends over time.

Maintenance Cost Savings

- The GPS device helps companies determine a truck's performance, condition and when to schedule maintenance to stay ahead of problems.
- Instead of performing maintenance at regular time intervals, regardless of a truck's mileage or use, schedule maintenance based on actual vehicle use and performance. i.e. engine service. This can help you better determine the right time to pull trucks off the road for maintenance, thereby reducing downtime and wasted maintenance expenses. i.e. oil change.
- The GPS system will help identify trucks performing less efficiently, or when to simply place a vehicle on a shorter route.
- Stop engine issues before they turn into costly repairs or vehicle down-time by managing your engine fault code information. These vehicle codes explain what the engine issue is and where to locate it, helping you save on vehicle inspection time and costs.
- By focusing on predictive engine health, you will realize savings by pro-actively working with service technicians to pinpoint the core problem areas.

Risk and safety reporting

Geotab's fleet safety reports provide advanced insight into your drivers' on-road activities. Risk and safety scores are assigned to individual drivers based on various factors: speeding, seatbelt usage, braking habits, degree of corner turn, acceleration, and after-hours vehicle usage. Geotab reports also



illustrate daily, weekly, or monthly driving trends to enable managers to develop performance benchmarks.

Reinforce company safety policies

Geotab's risk management report shows how many rules were broken and the total miles driven for the time frame chosen. This important metric shows how many rules were broken over a standard amount of miles across the whole organization. This places all drivers on an even playing field, and allows organizations to enforce fair practices.

A driver safety scorecard report, fully configurable, is freely available [here](#).

Collision reconstruction add-in

Geotab's Collision Reconstruction add-in is an all-in-one solution to viewing, analyzing and interpreting collision data from Geotab tracking devices. It finds and analyzes known collisions for a given time period and displays all relevant information into a single, easy to read document.

This tool is helpful for fleet managers and administrators to view the position and the point of impact of any collision in their fleet, and provides customized links to view the speed profile, RPM, and accelerometer data during the collision.

Features of Accident Reconstruction:

- Reconstruction based on a larger time period
- All-in-one view of an accident without having to sort through and analyze - separate sections of MyGeotab
- Point of Impact calculated based on the acceleration values received*
- Simple customized links to go straight into speed profile, RPM graph and accelerometer graph

Benefits of Accident Reconstruction:

- Fast and easy to use solution for analyzing collision data
- Optimizing and simplifying complex accelerometer data
- Provides critical data to improve logistics and decision-making
- Point of impact can provide a better understanding of the overall accident as it occurred
- Increasing overall fleet safety by reducing potential recurring behavior in drivers
- Reduces potential accidents

d. Subcontractors/partners involved in delivering service

Geotab Response: The below provides information on Geotab's subcontractor model and outlines how subcontractors/partners will be involved in delivering services:

- a. Geotab is a manufacturer and provides sales and services through a network of authorized Geotab subcontractors. Our subcontractors are third parties that operate independently of Geotab, but under contract. Each is free to sell the Geotab solution unmodified or with varying degrees of customization. Geotab subcontractors add significant value to the end product in their own right, for example by customizing the solution for particular industries. As such, the individuals directly responsible for providing the products and services to end users are employees of third parties are our subcontractors.

The exact division of labor varies from subcontractor to subcontractor as each has different core competencies and a different capacity for adding value. However, in most cases, subcontractors



provide customer facing sales personnel, installation, configuration and integration services as well as first and second tier technical support. In addition to designing, building and maintaining the underlying products and services, Geotab's employees provide support to subcontractors in the areas of training, technical advice or solutions engineering (e.g. configuring complicated integrations), and tier 3 technical support as well as marketing materials.

- b. Geotab subcontractors are the best in the business with national coverage that provide the same or similar services required by NASPO for Geotab on other contracts. Once Geotab has been awarded NASPO we will host an open meeting for all subcontractors and prepare NASPO flow down documentation that will require signatures in order for the subcontractor to use our contract.
- c. Geotab has already prepared a **NASPO Subcontractor Responsibility Document** found [here](#), also attached as Appendix C to our response.

Outlined below Geotab has indicated our expectations of each subcontractor that would be contracted out to perform services for NASPO's customers:

Geotab's Expectations of Subcontractors

As a Geotab subcontractor, we expect you to:

- *Register for access to Subcontractors password-protected content made available on myadmin.geotab.com and keep current on our sales, technical support and administration information. Once your subcontractor agreement has been signed and approved, follow the steps in the **Account Setup** section to register for a "MyAdmin subcontractors" account. You will be invited to a web meeting tutorial to walk you through the site's resources including how to place an order;*
- *Place our authorized logo, with a link to our website, in accordance with any logo or trademark use guidelines made available in [Geotab Partner Brand Guidelines & Graphic Identity Standards](#) or in sales.geotab.com, on your website home page and/or relevant products page. For assistance in setting up your website with Geotab content, please email your Partner Account Manager, and they will review your plans and provide options;*
- *Properly promote the most current and complete set of solutions that our technology offers;*
- *Utilize the Geotab Community website, promote the website to subcontractor's staff and Customers, and inform Customers that the Community is the best resource to reference before contacting Geotab Support;*
- *Adhere to [Geotab's third-party press release policy](#) if you choose to issue any type of media announcement that mentions Geotab or any of Geotab's products or services. For questions regarding the policy or review process please contact the Geotab Communications Team at pr@geotab.com;*
- *Develop leads and maintain reasonable contact with actual and potential purchasers of our products;*
- *Inform our mutual Customers and prospective Customers of new products and any updates, patches or fixes to existing products or software, as well as any notices or bulletins intended for Customers, such as technical support bulletins, technical tips, or service alerts;*
- *Become proficient, and ensure your service staff becomes proficient, as appropriate for their roles, in all aspects of our products and services, including installation, use, service and maintenance thereof, through regular participation in training sessions offered by us, reviewing technical materials made available to subcontractors through our website, and regularly monitoring and reviewing all notices and bulletins posted*



to our website;

- *Become a Geotab Certified Installer, have your preferred contract installer become certified or engage Geotab Certified Installers to perform installations. Information on certification and the certification process as well as the names of Geotab Certified Installers are available at our website (www.geotab.com/installation-documentation/);*
 - *Deal with our mutual Customers in a courteous, diligent, timely, ethical, professional and workman-like manner consistent with industry best practices;*
 - *Directly manage relationships with our mutual Customers, provide them with ongoing support and services including informing them of updates, upgrades, and act as the first point of contact for all support and troubleshooting inquiries and use all reasonable efforts to resolve issues before escalating to us; and*
 - *Observe the “one Customer, one database” rule. Geotab security policies prohibit subcontractors from housing/mixing data belonging to different Customers within the same MyGeotab database. Each Customer’s data is to be completely isolated from other Customers’ data by storing it in its own, separate, Customer-specific database.*
- e. Does the application that you are proposing have associated End User Licensing Agreements, and if yes, please provide.

Geotab Response: Yes. Geotab has an End User Agreement which is attached as Appendix B, as part of Geotab’s Response to the NASPO RFP CJ21-3.

2. Turnkey Wireless Solutions

Offers shall fully describe each turnkey system offered in each subcategory. Each offering will be scored based on the perceived value of the turnkey system offered within the subcategory.

- a. **Strength and functionality of operational product as described**

Geotab Response: Geotab is providing solutions for subcategory A - Fleet Management. Geotab’s telematics solution possesses many unique qualities, which sets it apart from the competition, including the following:

Our offer for NASPO clients is completely unique to the government market. For the first time on a national contract Geotab will offer our GO Device, Light or Heavy Duty Harness, Installation anywhere in the CONUS, and our Pro-Plus Rate plan all for a monthly cost. For government clients that do not have capital budget this makes for a very attractive offer. Below summarizes the hardware and software strengths and functionalities our Geotab products deliver.

Hardware:

- Size of the device: Unlike competitor devices, the GO device is small and fits in your hand. It takes up minimal space in the vehicle, and is small enough to be installed discreetly and can even be hidden in the interior of the vehicle dashboard.



- Easy to install: The GO device can be self-installed in about 15 minutes, on average, and the capability of installation on any vehicle using custom harnesses.
- Patented curve algorithm: The GO hardware device uses intelligent and patented logging algorithms to identify when to record speed, position, and other engine diagnostics. This is critical to ensuring that all data elements are collected. The device is constantly monitoring various inputs, including rich GPS data, intra-second accelerometer readings, and engine diagnostic inputs/outputs. The device monitors the data and determines the appropriate values to transfer and store. This patented curved based algorithm is applied to all Geotab data and distinguishes the solution from other vendor solutions on the market, resulting in the industry's most granular and actionable datasets.
- Leading-edge technology: Geotab is an engineering-focused organization with a singular product - the GO device. Geotab invests its efforts and skills into making its product and services the best in the market. Geotab focuses its efforts on what we are good at, and engages our robust telematics ecosystem (Geotab Marketplace) to provide additional services, Add-Ons, and third party devices to enhance our customers' telematics solution. With Geotab's open platform, integration with most every third-party product or service is possible, and we are constantly adding partners to our Geotab Marketplace.
- Fail rate: The Geotab GO9 device's current fail rate is 0.5%, which is significantly lower than the industry rate of 7 - 10%.

Software:

- [Active Tracking function](#): Geotab provides next level GPS vehicle tracking and actionable insights that are particularly useful in applications where the precise location of a vehicle for dispatch purposes is essential. This feature is ideally suited for first responders or any dispatcher wishing to closely monitor vehicle activity. Active Tracking is like viewing the vehicle from a traffic helicopter - able to watch live as the vehicle slows down for traffic, accelerates, stops at the side of the road, or speeds down a winding road.
- Customized reports: In addition to the 40+ standard reports available in MyGeotab, users also have the ability to easily create customized reports that can be saved and automated for future reporting needs. Reports can be automated to be regularly generated and sent to stakeholders both inside and external to the organization.
- Map capabilities: MyGeotab's map capabilities allow users to look at a year's worth of trip history, unlike other telematics providers that typically only hold up to three months worth of data.
- Robust rules engine: MyGeotab's rules engine allows for new rules to be added today, but applied to historical data. Geotab's unique rules engine capability can be established to detect fuel fraud, dangerous driver behavior, fleet productivity, and more.
- Collision reconstruction information: Geotab's GO9 can hold up to 80,000 logs in offline mode, and its Collision Data Memory records over 100 minutes of second-by-second data (6,000 logs). The last 72 records (1.2 minutes) are instantly sent on accelerometer-triggered collision-level events.
- Industry-Leading Security: Protect your data with Geotab's end-to-end platform security. Security measures include: authentication, encryption, message integrity verification, individualized devices with unique ID, non-static security keys, digitally-signed firmware, and independent third-party validation.
- Third Party Integration: MyGeotab is device-agnostic and works with third-party telematics devices. Customers can leverage MyGeotab's advanced notification, reporting and dashboards, without having to overhaul your existing telematics device implementation.
- [Geotab Marketplace](#): The Geotab Marketplace is the ultimate online solutions center for fleet management. Choose from a whole suite of mobile apps, MyGeotab software Add-Ins, hardware



accessories and Add-Ons, general software solutions, and free custom reports. Geotab Marketplace has a wide variety of solutions, including satellite tracking, in-vehicle camera, ELD compliance, driver ID, temperature tracking, and more.

- **Open Platform:** Geotab's open software development kit allows for integration of vehicle and location information into customers' operations or with third-party applications. Geotab's open platform makes it unique in the industry. Geotab data is completely open and easily integrated with other business systems for added value. Leverage APIs and create custom integrations with [Geotab's free Software Development Kit \(SDK\)](#), and expand the capabilities of the device even further with powerful Add-Ons for Driver Feedback and more.

b. Applicability to government needs

Geotab Response: Geotab has developed a specialized solution for government needs. [Geotab Public Works](#) helps government agencies manage vehicles such as salt spreaders, snow plows, street sweepers, and waste management vehicles. It helps ensure all infrastructure is serviced adequately while controlling costs, tracking material usage and more.

Plowing and salting roads and highways is a critical service delivered by local governments and municipalities. Optimizing customers' winter maintenance operations maximizes mobility of the traveling public while minimizing collisions due to winter traveling conditions. With real-time reporting on salt usage and winter maintenance activity, roads can be plowed and de-iced as soon as possible.

With Geotab's Public Works solutions, NASPO customers can:

- **Automate time consuming workflows:** Deliver a high level of service by measuring the activity of every vehicle in customers fleets with simplified real-time reporting.
- **Optimize performance:** Know the location and route of their fleets, monitor how much salt is being put down, measure the performance of a truck and the effectiveness of the fleet at large.
- **Manage operating costs:** Get real-time visibility on the performance of drivers and current state of snow removal and deicing to monitor overall operating costs.

The Geotab Public Works Advantage for Government Fleets includes:

- Automated reporting for regulatory compliance and billing
- Active tracking for winter maintenance vehicles
- Accident detection with real-time notifications
- Accurate measuring of winter equipment usage
- Route optimization for reduced mileage for winter and waste vehicles
- Idling and fuel consumption trend reports for winter and waste vehicles
- Preventive maintenance for winter and waste vehicles
- Real-time reporting on salt usage for winter vehicles

c. Number of actual turnkey systems as proposed or similar to proposed system currently in successful use. Provide references.

Geotab Response: Geotab currently connects more than 2.1 million vehicles, collecting and processing more than 40 billion uncompressed raw data points every day. With more than 40,000 global customers, Geotab is the largest provider of fleet management solutions to Fortune 100 fleets. Over 80% of the 2.1 million Geotab-connected vehicles are deployed in North America currently, making Geotab the largest connected-vehicle company in the region.



d. Overall interoperability of turnkey system for government use.

Geotab Response: [Geotab Public Works](#) helps government agencies manage both light and heavy duty vehicles such as city vehicles, salt spreaders, snow plows, street sweepers, and waste management vehicles. It helps ensure all infrastructure is serviced adequately while controlling costs, tracking material usage and more. Geotab's NASPO offer will also include the [Public Works](#) solution to enable fleet managers full visibility into their government operations with one single platform. Geotab's analytics and data insights drive efficiencies and planning that will allow public fleet managers to become the leaders of IoT in their city or state. Furthermore, Geotab's new [Keyless solutions](#) allow public sector fleet managers to intelligently pool and share their vehicle assets where it makes sense, reducing operating costs and increasing utilization.

Many of North America's largest and most high-profile commercial and government fleets, including the [State of California](#), [New York City](#), the [State of Utah](#), the [Department of Homeland Security](#), the [General Services Administration](#), as well as many other state, provincial and municipal customers, rely on Geotab for critical business intelligence to improve overall business operations. Geotab was also [recently engaged by the City of Columbus](#) to integrate its Smart City dataset into their Smart Columbus Operating System (SCOS).

e. Accessories available for turnkey offering

Geotab Response: All accessories have been listed out in Attachment G Plan Coverage Attachment of the Geotab Response to NASPO RFP# CJ21-3, starting at row 52.

f. Thoroughness of the vetting process used to select partners

Geotab Response: Any potential and authorized Geotab subcontractors go through a rigorous vetting process to ensure that subcontractors uphold and represent Geotab and its products well. Potential subcontractors go through an application phase, followed by credit checks and financial review by Geotab's Finance Team. Following that, subcontractors must complete Geotab's subcontractor training and are paired with a dedicated Geotab Partner Account Manager. The purpose of the Geotab Partner Account Manager is to update and educate the subcontractor on existing, new and upcoming products and services and to offer continual learning and training opportunities for the subcontractor. Geotab also has a dedicated training team responsible for onboarding subcontractors and providing ongoing training via weekly webinars.

For new products and technology, as part of Geotab's New Product introduction (NPI) process, Geotab has a dedicated Customer Experience Training team to provide training to subcontractors on new products and technology. The training is aligned to the releases of the Geotab software and hardware solutions. The team supporting any new product receives dedicated training on the technology in order to ensure they are equipped to train and support subcontractors and end customers.

g. Thoroughness of the process used to test the integration of the components in the solution and ensure the functionality of the overall solution.

Geotab Response: The Software QA process follows a continuous integration methodology. Geotab's approach is multifaceted, from examination of individual lines of code, to comprehensive system testing. We produce monthly releases, and patches when an already fielded version needs a fix and cannot wait for the next monthly release. At a high level, testing can be divided into functional testing (unit tests, system tests) and non-functional testing (performance, security, usability).



Geotab follows strict guidelines for the test and release of new software before commercial deployment. Geotab has defined AQL (Acceptance Quality Limit) as "the minimum quality threshold the software must meet before commercial deployment". As such, Geotab's standard is to only releases software for the customer production environment after the following quality gates are met:

- Development team must review and sign off on all customer reported defects (identified as high priority and above) at the time of software release.
- Released software must pass all applicable unit and system testing. The Release Manager will decide whether all tests pass or fail after reviewing test results.
- Release software must pass all applicable security testing. The VP of Security will make the decision to release the software based on a review of all the test results.

Geotab hardware and firmware are continually monitored by data mining techniques: automated auditing is constantly running on over 200,000 vehicles to capture/log hardware or software errors or predefined exceptions. Non-typical behaviour is logged and addressed. Geotab proactively examines vast amounts of data to look for anomalies that could indicate problems with the device. The risk of problems going undetected for any length of time is thus very low. Units can be analysed and upgraded over-the-air without any need for any end user intervention, allowing a seamless deployment of both bug fixes and new functionalities. Firmware is typically updated across Geotab's entire vehicle base on a quarterly basis. For three weeks of every month Geotab Firmware Engineers are working on things like feature improvements and bug fixes and the final week of every month these items are tested. This goes through a three month cycle before full release of the firmware so it is essentially tested three different times prior to release. The testing is also done by a different engineer than the one that worked on the content. When firmware is ready for release it is a gradual roll out to Geotab servers.

3. Description of turnkey system planning, coordination and process

a. Pre-installation coordination

Geotab Response: Geotab will assign a dedicated installation project manager to each customer that is receiving professional installation services. The Geotab Installs Team will be responsible for the following:

- Communications and coordination with the subcontractors, installers and customer specific to installations
- Maintain the installation log/spreadsheet
- Coordinate installation dates and locations

The following is the flow of engagement and process for the installers:

- The Install team will start the Installation Implementation plan when the subcontractor has provided the vehicle list with related hardware with harnesses using the Master Vehicle List template. All efforts should be made to complete the Installation Implementation plan before the order is received.
- The InstallationPM will start scheduling within 5 business days of receiving the shipping confirmation and install at the earliest customer availability or per the Installation Implementation Plan.
- The Geotab Installation PM will provide a customer install point of contact to the Installer.
- Geotab subcontractor, Installation PM and the Installer will work together with the agency contact directly to communicate the upcoming installs and create the installation implementation plan.



- Geotab Install team will maintain an installation log/spreadsheet with the required information of which the installer will add installation information to.
- Once installs are completed, the installer will email the install spreadsheet to the customer, and subcontractor.

b. Project coordination

Geotab Response: As Geotab works closely with our subcontractors who provide services to end customers, the Subcontractor’s Project Management will be responsible for the following:

- Developing an implementation plan in coordination with the customer using a Geotab provided template
- Developing a quote for the customer based on the customer provided vehicle list
- Coordinating meetings with the Geotab installation team and the customer
- Onsite implementation plan meetings for each customer
- Weekly and quarterly status meetings with each customer/ agency until fully onboarded;
- Scheduling training with the customer
- Establishing regular status meetings with the customer until they are onboarded

c. Installation and Testing process

Geotab Response: Post installation, customers can verify their installation and testing by navigating to installmygps.com. This website helps users complete installation testing for each device, ensuring installation was successfully completed and that the device is functioning properly and active on the myGeotab platform for tracking and fleet management use.

On a broader scale, and being a technology company, Geotab undergoes annual external penetration testing on all its network, applications and Geotab GO devices, through trusted security partners, to ensure the systems remain secure and contained.

Geotab does not use customer data in development or test environments. Geotab also maintains separate production and test environments. Geotab conducts systematic vulnerability testing on all our production servers (continuous scanning) and our pre-release server images to ensure that our processes are maintained and that no potential security or privacy risks are created. Any vulnerabilities discovered during the process are mitigated and retested before the image is released into production.

d. Client Infrastructure and support assessment process

Geotab Response: **From a security standpoint, the following client infrastructure and support is applied:**

Network: The MyGeotab solution is hosted entirely with Google Cloud Platform (GCP). GCP is available in 200+ countries and territories. A list of GCP Physical Locations are available [here](#). Compute Engine resources are hosted in multiple locations worldwide. These locations are composed of regions and zones. A list of GCP Regions and Zones are available [here](#).

Data Storage: As the MyGeotab solution is hosted by Geotab entirely within GCP, NASPO’s end customers do not need to be concerned about storage as Geotab is entirely responsible for the management and uptime of the



MyGeotab solution. Geotab also leverages GCP for both horizontal and vertical scaling for customers and Geotab uses encryption to protect all data at all times during collection, transmission, storage, and use.

For end customers, in order to use all the advanced functionality on MyGeotab, a modern browser is required. A modern browser includes the following:

- Microsoft Internet Explorer 11+
- The latest version of Google Chrome
- The latest version of Mozilla Firefox
- Apple Safari 6+

The MyGeotab application was designed to run in the customer's device's web browser. This means that the software will be accessible to customers at my.geotab.com regardless of their location, computer, or mobile device. Please note for customer requirements, the device that customers are using requires an active internet connection in order to log onto the software solution. The MyGeotab platform is WCAG 2.0 Level AA compliant and accessible on any internet browser on desktop, tablet or mobile phone.

From an operational standpoint, the following client infrastructure and support is applied:

Geotab will assign NASPO an Account Team consisting of an Account Manager, who will help manage administrative and account transactions.

With respect to supporting NASPO clients, Geotab will utilize its national subcontractor network to provide local presence and installation services. Customer support services will be provided by the subcontractor. NASPO customers will receive support by their local subcontractor, and the local subcontractor will provide service support and training directly to NASPO customers and their respective end users.

The local subcontractor will provide first level support to NASPO's customers, performing the [troubleshooting steps](#) and engaging Geotab's Technical and Engineering Support Specialists when additional support is required.

Repair process

Geotab provides product replacement support in partnership with our subcontractors. Geotab offers no-charge replacement of faulty Geotab products, and will issue credits for Sales Returns and third-party Warranty Returns with a valid Return Merchandise Authorization (RMA) number, if certain [criteria](#) are met. Before requesting a Warranty Return, Geotab partners with subcontractors, who will work with NASPO customers to make sure a thorough attempt is made to troubleshoot the problem. Returns that meet the criteria outlined above are typically processed by the Geotab Support team within one business day and then processed for shipment.

If an issue occurs, NASPO clients can reach out to their local subcontractor. The local subcontractor will form first line support. Geotab's Support Services Teams work closely with our subcontractors to assist with questions and challenges they may face.

e. End User Acceptance process

Geotab Response: End users are required to agree to Geotab's End User Agreement ("End User Agreement") available online at: <https://my.geotab.com/eula.html>, (also provided as Appendix B in Geotab's response for the purposes of this RFP response). The End User Agreement will form part of any Participating Addendum a Participating Entity signs with Geotab.

f. Approach to maintenance and support

Geotab Response: Subcontractors provide customer facing sales personnel, installation, configuration and integration services as well as first and second tier technical support. In addition to designing, building and



maintaining the underlying products and services, Geotab's employees provide support to subcontractors in the areas of training, technical advice or solutions engineering (e.g. configuring complicated integrations), and tier 3 technical support as well as marketing materials.

The following maintenance and support service levels and support flows will be applied during the terms of NASPO's customers contracts:

Product Support SLAs

- Phone calls and Live Chat will be answered in less than 60 seconds
- Online webform requests and emails will have an initial response within 1 hour
- Voice-mails will have an initial response within 1 hour
- Support tickets resolved in under one business day*
- Urgent or severe issues will be escalated to tier 3 support or the on-call support engineer

* **NOTE:** Support will provide an estimated date to resolve if the case cannot be resolved in one business day and commit to provide updates on an agreed upon time.

Product Support Flow

- Requests for support can come in via phone, email, chat or online webform.
- The dedicated 1800 number and the email distro will create a Salesforce case record in a separate NASPO case queue.
- The Support queue will have dedicated support reps.
- The queue will be monitored 24/7 and all cases handled according to the above SLAs.

g. Initial and Ongoing Training provided

Geotab Response: Geotab provides detailed training to its subcontractors who in turn will ensure that NASPO customers have in-depth knowledge of the GO device and peripherals (IOX, harnesses), the MyGeotab portal and Geotab Drive (if applicable). Dedicated subcontractors will assist NASPO customers with on-boarding and conduct the training sessions accordingly. One-on-one training sessions are customized per customer and may include the following:

- Overview/Setup
- Vehicle Tracking and Zones
- Rules and Exceptions
- Dashboards and Reports
- Engine Data, Fuel & Maintenance

In addition to the subcontractor provided training, Geotab also provides:

- regular group overview sessions (basic) available for current or new accounts
- videos and documentation for basic troubleshooting
- links to the Geotab site for subcontractor training webinars
- customer training webinars
- access to [Geotab's Community](#) platform

For more information on Geotab's training and reference materials, please click [here](#).

For new products and technology, as part of Geotab's New Product introduction (NPI) process, Geotab has a dedicated Customer Experience Training team to provide training to subcontractors on new products and technology. The training is aligned to the releases of the Geotab software and hardware solutions. The team



supporting any new product receives dedicated training on the technology in order to ensure they are equipped to train and support subcontractors and end customers.

h. On-going support and enhancement over the life of the agreement

Geotab Response: Geotab is offering a Limited lifetime Warranty on the Go device for this NASPO offering. At Geotab, we understand that ongoing support is a cornerstone of a successful relationship between Geotab and our customers. We also understand that customer feedback on our products is valuable and should be heard. Geotab welcomes any proposed product changes from end customers and our subcontractors. Geotab maintains a database of feature requests received and follows a process to implement changes to the system. By staying engaged with Geotab through various communications, Geotab business development and solution engineering groups, and asking for help solving problems, customers are constantly growing the value of their investment in telematics. Ideally a quarterly business review rhythm with NASPO customers, Geotab staff and other stakeholders will provide the latest awareness of product and practices, in both directions.

Geotab will also continue to develop innovative solutions to support the sustainability of NASPO customers in both the short and long term, over the life of the agreement. Geotab is a leader in environmental sustainability and ensures ongoing efforts are made to remain a leader in this area. Geotab software solutions make it possible for government and commercial businesses alike to minimize their environmental footprint, by helping them reduce fuel consumption, lower CO2 emissions, optimize routing, reduce idling and aggressive driving, and maintain optimal vehicle engine performance. Geotab will ensure any new initiatives and enhancements are benefited by NASPOs' customers through the life of their contracts.

4. Service Factors

a. Description of related services included in Turnkey Solution

Geotab Response: **Installation Services**

Geotab will assign a dedicated installation project manager to each customer that is receiving professional installation services. The Geotab Installs Team will be responsible for the following:

- Communications and coordination with the subcontractors, installers and customer specific to installations
- Maintain the installation log/spreadsheet
- Coordinate installation dates and locations

The following is the flow of engagement and process for the installers:

- The Install team will start the Installation Implementation plan when the subcontractor has provided the vehicle list with related hardware with harnesses using the Master Vehicle List template. The Master Vehicle List template is attached as Appendix F to this response. All efforts should be made to complete the Installation Implementation plan before the order is received.
- The Installation PM will start scheduling within 5 business days of receiving the shipping confirmation and install at the earliest customer availability or per the Installation Implementation Plan.
- The Geotab Installation PM will provide a customer install point of contact to the Installer.
- Geotab subcontractor, Installation PM and the Installer will work together with the agency contact directly to communicate the upcoming installs and create the installation implementation plan.
- Geotab Install team will maintain an installation log/spreadsheet with the required information of which the installer will add installation information to.



- Once installs are completed, the installer will email the install spreadsheet to the customer, and subcontractor.

Project Management

Geotab will assign a dedicated Project Manager (PM) to NASPO to ensure the efficient and timely implementation of the program. NASPO's PMr will have significant experience in project management and will establish project methodologies to assist with project tracking, support and business analysis support. As part of the Geotab's standardization efforts, a series of templates have been created to facilitate communication with stakeholders to ensure a smooth project implementation.

The NASPO PM will effectively manage and deliver projects on time and within scope, ensure all stakeholders understand their roles in making a project successful and establish and maintain project standardization, documentation, and methodologies. The PM will also provide project tracking, reporting, and prioritization of strategic resources.

Onboarding and Training

Geotab provides detailed training to its subcontractors who in turn will ensure that NASPO customers have in-depth knowledge of the GO device and peripherals (IOX, harnesses), the MyGeotab portal and Geotab Drive (if applicable). Dedicated subcontractors will assist NASPO customers with on-boarding and conduct the training sessions accordingly. One-on-one training sessions are customized per customer and may include the following:

- Geotab Overview/Setup
- Introductory group training, maps, and vehicle creation
- Database use for Admin users, including rules, reports, and security clearances
- Training on the following features of the system: Vehicle Tracking and Zones, Rules and Exceptions, Dashboards and Reports, Engine Data, Fuel & Maintenance

In addition to the subcontractor provided training, Geotab also provides:

- Regular group overview sessions (basic) available for current or new accounts
- Videos and documentation for basic troubleshooting
- Links to the Geotab site for Marketplace Partner and subcontractor training webinars
- Customer training webinars
- Access to [Geotab's Community](#) platform
- For more information on Geotab's training and reference materials, please see [Geotab's Training Link](#).

Customer Support

Geotab provides customer support to its subcontractors, and end customers that are enrolled in Geotab Support Services, in the following ways:

- Complimentary Services — Geotab provides a range of core support services free of charge, including: The Geotab Community, online support resources, customer feedback surveys, Tier 3 support via the MyAdmin portal, as well as regular training webinars for Partners, subcontractors, and Customers.
- Geotab Community - The Geotab Community is a forum where Subcontractors, Partners, and Customers can learn how to solve problems, search for knowledge articles that are written by Geotab Support, share their knowledge, and learn about SDKs and Geotab products. It harnesses the knowledge of the entire Geotab ecosystem and our knowledge base to sustainably scale our support efforts. The platform allows members to solve their own or each other's challenges, while also allowing community members to connect with Geotab experts and other community members — including Users, subcontractors, Partners, Developers, and in-house experts.



- The Geotab Community also has a [Knowledge Base](#) where community members can browse through how-to and Q&A articles – written by Geotab Support teams – in the following categories:
 - MyGeotab,
 - Compliance Products,
 - SDK (Software Development Kit),
 - Hardware & Firmware, and
 - Product Training.

Escalation of Issues: Please see the escalation grid below to understand how Geotab defines, categorizes the type of issue and what steps we will take to escalate or resolve it.

Issue Severity Level Definitions

Geotab’s Support Team organizes issues into one of four levels of severity. The following table describes the levels of severity, with example conditions for each level:

Severity Level	Classification	Definition	Conditions Met
1	Critical	A <u>CRITICAL</u> problem with the Cloud Services or MyGeotab Software in which any of the following occurs: Cloud Services or MyGeotab Software are down, inoperable, inaccessible, or unavailable; Cloud Services or MyGeotab Software materially ceases operation; or one or more Customers cannot use any material function of the MyGeotab Software, GO Devices, or Cloud Services.	<ul style="list-style-type: none"> ● Complete or critical loss of service ● Live data delayed across ALL devices in a database ● Large scale performance issues – the database is unusable ● Widespread failure of iridium (IOX) satellite modem communication messages
2	High	A problem with the Cloud Services or MyGeotab Software in which either of the following occurs: Cloud Services or MyGeotab Software are severely limited or degraded.	<ul style="list-style-type: none"> ● Outage affects majority of a customer's devices or Geotab Drive users within a database ● Majority of users on a database cannot log in or access MyGeotab or Geotab Drive ● Majority of database creation requests fail ● Recipients are not receiving any emailed reports across the entire database ● Key feature or functionality of the



			<p>product is severely impaired or not working</p> <ul style="list-style-type: none"> • Service experiences significant degradation
3	Medium	<p>A <u>MINOR</u> or <u>COSMETIC</u> problem with the Cloud Services or MyGeotab Software in which any of the following occurs: the problem is irritating or impacts the use of any function of the MyGeotab Software, GO Device, or Cloud Services for one or more Customers; a problem other than those described for Severity 1 and Severity 2; or a failure of the Cloud Services or MyGeotab Software to its intended application.</p>	<ul style="list-style-type: none"> • Outage affects a small portion of customer’s devices or Geotab Drive users • Service or Service Delivery experiences minor degradation • Partial loss of service - for example: important reports do not run, or the UI runs slowly • Any results that are materially different than those described in the product definition for non-essential features • Loss of redundancy or backup, but does not immediately affect service • Service has bug, flaw, or irritant – for example: the Trips report is not working as expected or the HOS logs are flawed
4	Low	<p>Any standard user error, inquiry, common task, etc.</p>	<ul style="list-style-type: none"> • Single or small number of device(s) not communicating or otherwise not functioning as expected • Engine Data and Feature Requests • How-to questions related to: <ul style="list-style-type: none"> ○ MyGeotab functionality ○ GO Device Installation ○ IOX Usage ○ Other Geotab products

Severity Level SLAs

The following table describes the response and resolution targets for the severity levels defined above.

Severity Level	First Response	Update Target	Workaround Target	Resolution Target
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	Target			
SEV 1 – Critical	30 minutes from receipt of initial notice. <i>*Response target is the initial notice to the customer that an incident has occurred.</i>	Every 1 hour from receipt of initial notice. <i>*Update targets are interval updates on resolution activities.</i>	4 hours from receipt of initial notice. <i>*Workaround target is a temporary solution to restore service as quickly and as safely as possible.</i>	2 days from receipt of the initial notice. <i>*Resolution target is a permanent fix based on the root cause.</i>
SEV 2 – High	1 hour from receipt of initial notice.	Every 2 hours from receipt of initial notice.	8 hours for outage, 24 hours for degradation, from receipt of initial notice.	7 days from receipt of initial notice.
SEV 3 – Medium	2 hours within support work hours	As agreed upon with the customer within the ticket.	2 Business days from receipt of initial notice.	10 business days from receipt of initial notice.
SEV 4 - Low	24 hours	As agreed upon with the customer within the ticket.	NA	

Customer Support Escalation Path

If NASPO customers believe that the above services have not been resolved or met, they can call the dedicated support number or the Geotab Support Main number (800) 397-7102 with their concerns.

**When contacting Geotab, customers need to provide the following information so that Geotab can better service them and address any concerns:*

- Customer Name
- Company Name
- Database Name
- Contact information so Geotab Customer Support can reach out to the customer for any additional information, and
- Relevant ticket number(s) associated with customer inquiry.

Failure to provide the above information may result in a longer turnaround time.



b. Experience and qualifications of partners and subcontractors

Geotab Response: Geotab has a rigorous process to select and onboard our partners/ subcontractors. Potential partners undergo a strict vetting process before being onboarded by Geotab. At a minimum, subcontractors must be in good financial standing.

Partners offering Add-In and Add-On solutions through the Marketplace undergo strict technical vetting before they are approved as a Partner. Geotab's Security Team conducts thorough testing of solutions, ensuring their reliability when used within MyGeotab or Geotab Drive. When the technical vetting and onboarding process is completed, Marketplace Partners display their solution on the Geotab Marketplace website. NASPO customers can reach out to their local subcontractor for assistance with selecting the best Marketplace Partner and solution for them.

c. Description of Additional Integration and Consulting Services provided

Geotab Response: Software integration - Geotab's open platform and Marketplace allow both small and large businesses to automate operations by integrating vehicle data with their other data assets. Extend MyGeotab with custom applications suited to NASPO's customers needs. With the MyGeotab SDK, developers are able to use featured sample code and projects to get started. Customers can increase functionality by creating custom Add-In buttons or pages, joining MyGeotab data with their own APIs. NASPO customers can benefit from having all their required data in one easy-to-use location. Most important to the Geotab government customers are integrations with FMIS systems.

Hardware integration - Geotab offers third-party hardware integration into one connected telematics platform. NASPO customers can consolidate all of their vehicle data through a single device to simplify their businesses. Clients can take advantage of Geotab's IOX expansion technology and connect additional hardware to the Geotab GO device for added functionality. Customers can also relay information to their drivers via the Geotab IOX GO-TALK. Fleet managers can learn and improve their drivers' driving habits by empowering them with helpful, real time feedback. NASPO customers are invited to discover the benefits of all Geotab IOX Add-Ons in the Geotab Marketplace such as in-vehicle cameras, real-time temperature tracking and tire pressure monitoring, as well as innovative mobile apps, third-party integrations, business services, and more.

The following are additional integration services that are provided by Geotab.

Marketplace

The [Geotab Marketplace](https://marketplace.geotab.com/) is the ultimate online solutions center for managing your vehicles and fleets. Our extensive ecosystem of valuable, business-focused applications have different integration options with the [Geotab telematics platform](https://marketplace.geotab.com/). Choose from a suite of mobile apps, MyGeotab software Add-Ins, hardware accessories and Add-Ons, general software solutions, and free custom reports. From in-vehicle cameras and Bluetooth asset tracking, to solutions for managing maintenance and fuel tracking, you can find a wide range of options that help both small and large businesses to automate operations. Other solution areas include asset tracking, ELD and compliance, driver ID and training, temperature tracking and more. Marketplace solutions undergo business analysis, legal, security, and technical vetting to meet Geotab's high reliability standards. Visit <https://marketplace.geotab.com/> for more information.



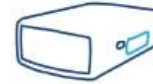
There are five different types of solutions.

Solutions can be a combination of types.



MyGeotab Add-Ins

Third-party Partner or Geotab-built plugins that run within MyGeotab or the Geotab Drive mobile app.



Hardware Add-Ons

Geotab IOXs and third-party hardware communicating through GO devices.



Mobile Apps

Third-party mobile applications that add value for drivers or mobile workers. Typically pulls data from Geotab.



Integrated Software Solutions

Third-party or Partner backend server systems that interface with the Geotab API, leveraging the SDK without using an Add-In.



Custom Reports

Geotab created reports that can be uploaded to MyGeotab. Download reports into an excel sheet for easy data manipulation and analysis.

Data Analytics

Geotab’s Data and Analytics team consists of over 60 professionals working with 40 billion daily data points coming from over 2.1 million devices. The team is composed of specialists in data engineering, artificial intelligence, UX, and software engineering. The department includes teams dedicated to: data engineering, data solutions, internal analytics, professional services, privacy and data governance, and education and agile services. They work to deliver data insight to fleet customers, adjacent markets in intelligent transportation systems, and support Subcontractors and Geotab’s internal operations. Geotab aggregate data has also been used in initiatives such as the [Commercial Vehicle Recovery Dashboard](#) - a tool that compares current commercial transportation and trade activity against pre-COVID numbers to track COVID-19 recovery.

Data Science Package

Geotab’s Data Science Package provides Geotab’s larger customers with a turnkey platform that allows them to take action on their own massive volumes of data and leverage the powerful datasets available in data.geotab.com.

With the Data Science Package, customers will have access to both their own data, and the aggregate data in a ready-made data lake. Every day, Geotab pushes raw, curated, and aggregate data into their customers’ very own Google BigQuery instance. This gives customers the ability to query all of their telematics data in seconds, and pull in data from other line-of-business systems directly into their own data lake, and analyse the data for useful insights. Whether it is sales transactions, open data, store locations, routing data, or more, this ecosystem gives customers the tools they need to be successful.

- Query across thousands of vehicles and years of data in seconds
- Easily connect lines of business applications and industry-leading BI tools
- Sample queries and python notebooks in GitHub to get started
- Updated via daily batch into personalized BigQuery projects

Data Science Package

The Data Science Package is a turnkey solution to help you get started with your big data endeavour. Please note that the Data Science Package is a paid product and by enabling this service, you will incur a monthly charge.

Database Name:

Active Device Count:

Data Science Package Feed: [Click here to access your project](#)

Add a New User:

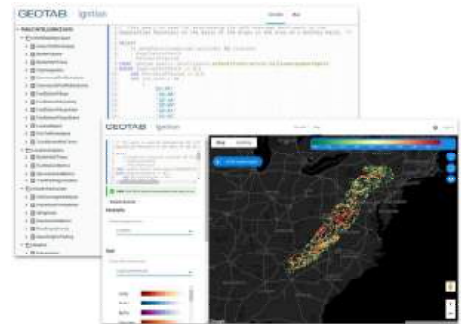
Existing Data Science Package Users

user@geotab.com	<input type="button" value="Remove"/>
user1@geotab.com	<input type="button" value="Remove"/>



Geotab Ignition

Geotab Ignition is a public intelligence data visualization tool consisting of aggregated and anonymized datasets available free of cost. Geotab Ignition aims to help advance customer knowledge and research surrounding smart cities, autonomous vehicles, and intelligent transportation by providing seamless exploration of anonymous aggregate data driven from over 2.1 million connected commercial vehicles. You can take advantage of this easy-to-use platform by registering for a free account at ignition.geotab.com. Once registered and logged into the platform, you can create queries to access and visualize the available data, explore it, and even embed it on your own platforms.



Predictive Maintenance

Predictive maintenance is a tool that uses vehicle data to determine when that vehicle will next need repairs. Fleets can save time and money by preemptively addressing the maintenance concerns, as well as save on the costs of unexpected downtime. An example is electrical system rating for fleets to assess battery health. This machine learning system can predict battery failure before it happens by recognizing signs in the vehicle's voltage patterns, which allows fleet managers to make proactive decisions about their fleet.

Analytics Lab

The [Analytics Lab](#) is a marketplace solution where the Data and Analytics team shares their "Experiments" - templates for data insights that can be used to analyze data, discover new trends, make informed decisions, and optimize your fleet. The models are in continuous development and in the future, may be integrated to extend MyGeotab's capabilities. Experiments in Analytics Lab may be changed or removed as they are developed further by the team. Recent Experiments from Analytics Lab include:

- **Fuel Economy Benchmarking:** Leveraging AI, the application compares vehicle performance against other vehicles in their peer group. It can also recommend alternatives for the vehicles with poor fuel economy performance, tailored to your organization's specific needs.
- **API Explorer:** A tool for exploring insight driven from Geotab's data and analytics infrastructure from over 2 million commercial vehicles. With this tool, new API calls can lead to new insights such as fleet

benchmarking, fuel performance, intelligent zoning, and more. It brings the power of big data into APIs that can be leveraged by the ecosystem.

- **Traffic Corridor Analysis:** An application that models streets, intersections, and traffic lights that can be used to generate estimates of the time it will take to travel through a series of selected intersections. It can be used for effective route planning, as well as for urban planning considerations.

Electric Vehicles

Fleet adoption of electric vehicles (EVs) is on the rise globally. With government targets to cut carbon emissions, the continued push to reduce fleet costs, and the increasing choice and affordability of EVs, we believe that this trend will only continue. In response, Geotab acquired FleetCarma in 2018, a proven leader in the EV industry with more than a decade of experience collecting and analyzing EV data. Geotab now provides solutions powered by the world's largest EV performance dataset to aid fleets in the adoption and operation of EVs.



Although electric fleet management and traditional fleet management have many similarities, there are a number of distinct differences. Unlike conventional vehicles, EVs do not follow mandatory telematics data standards, making data access a challenge.

Working directly with manufacturers, Geotab has developed unique capabilities to access critical EV data and now supports the largest set of EV makes and models.

Geotab provides a platform to monitor and optimize a fleet's EVs and conventional vehicles together. The platform contains critical EV reporting capabilities, such as measuring energy efficiency to enhance the range of an EV, and monitoring real-time charging activity to increase a fleet's productivity.

Visit [geotab.com/ev](https://www.geotab.com/ev) for more information on EV fleet management

Electric Vehicle Suitability Assessment (EVSA)

Specifically designed to help enable fleets transition to electric efficiently, Geotab introduced the EVSA, a free tool in the [Geotab Marketplace](#). The EVSA helps fleet managers determine electric vehicle suitability by analyzing their existing telematics data and creating an electrification recommendation based on each vehicle's distinctive driving patterns.

Geotab's EVSA solution identifies which electric vehicles meet range requirements, make the most financial sense and will ultimately help make electrification as seamless as possible for fleets. Based on telematics data, fleets are provided with a report which provides lifetime cost and financial analysis, range assurance with best fit analysis, and an environmental impact analysis that calculates fuel and CO₂ emissions reductions.

Visit [geotab.com/evsa](https://www.geotab.com/evsa) for more information on accessing the free assessment.

d. Experience and qualifications of Additional Integration and Consulting Services

Geotab Response: As Geotab is an engineering firm, Geotab's robust team of engineers and software developers is continuously creating innovative and next generation add-on services and solutions that can be implemented by end customers to provide additional benefits to their fleets. All R&D, Proof of Concept (PoC) and development work is conducted by the main engineering teams within the company. Geotab has over 700 engineers, technical staff and computer scientists, all of which are involved with R&D, PoC and development work in some respect.



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Database Name:

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Data Science Package Feed: Enable Disable [Click here to access your project](#)

Add a New User:

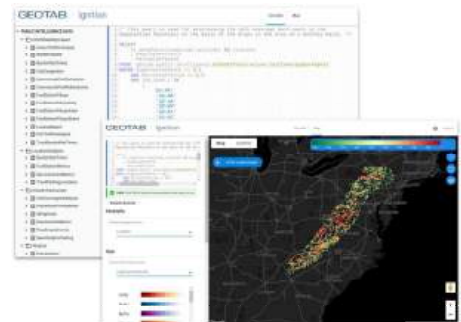
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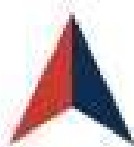


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NASPO
ValuePoint

MA3695
Wireless Data, Voice, and Accessories
Attachment V
Category 3 Subcategory Definitions

Item	Application	Definition
A	Fleet Management	Allows the management of tasks associated with managing a fleet of vehicles through the use of telematics or remote sensing devices.



MA3695

Attachment W

Wireless Data, Voice and Accessories

Contractor Award Sheet

Contractor Name: Geotab USA

Instructions: Please indicate below which categories of award apply to your proposal. Offerors may propose by state if desired in lieu of a National Award for Categories 3 and 4 (Regional). If Regional award is desired please indicate so on this attachment. Organizing your proposal so that each category of award is addressed separately would be preferable.

Category (subcategory)	Yes	No	Regional Award?
Category 3: Turnkey Wireless Solutions (Check this if any subcategories below)			
Category 3: Subcategory A: Fleet Management	X		