3

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

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

**GENERAL GOVERNMENT AWARDS COMMITTEE**

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

**AGENCY:** RISK MANAGEMENT

**BASIS OF AWARD**: PIGGYBACK

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

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to increase piggyback Sourcewell Contract #020221-DCI Fleet Management and Related Technology Solutions with Lytx, Inc. for the purchase of additional hardware equipment to be placed in high-risk vehicles within the City of Jacksonville's (COJ) vehicle fleet. Total expenditure for this increase is $19,620.00. Total revised expenditure not to exceed $389,440.00.

Funding Source: 56301.112004.552080.000000.00000000.00000.0000000 – To be executed by contract amendment through the Office of General Counsel and processed by Purchase Order release(s).

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

**ANALYST:** _____ **RESPECTFULLY SUBMITTED** _____
Olive Wallace-Cohen Gregory W. Pease, Chief
Procurement Division

**CONCURRENCE BY:** Tracy Flynn, Chief, Risk Management Division

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

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**ACTION OF AWARDING AUTHORITY** DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENICATION _____

ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

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

To: Gregory Pease, Chief of Procurement

From: Tracy Flynn, Chief of Risk Management

Through: Carmella Spitler, Buyer

Re: Procurement of vehicle event recording equipment and services through Sourcewell Contract #020221-DCI. Amendment 1.

Date: Jul 14, 2022

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The Risk Management Division is requesting approval to procure services from Lytx, Inc. ("Lytx") to purchase additional hardware equipment as requested from City departments to be placed in certain high-risk vehicles within the City of Jacksonville's ("COJ") vehicle fleet. The current contract amount with the City of Jacksonville is for $369,820.00 for FY22 with annual amendments to follow.

I respectfully request an amendment (Amendment 1) to increase the maximum indebtedness by $ 19,620 for a new total maximum indebtedness of $389,440 using the current account of 56301.112004.552080.000000.00000000.00000.0000000.

Please find the attached:

Exhibit A – GC #1452256 Contract

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

lytx.

**Date:** 7/15/2022
**Prepared By:** Kimberly Pence
**Email:** kimberly.pence@lytx.com
**Phone:** 858-380-3041

**Organization Name:** City of Jacksonville
**Prepared for:** Magnus Wallen

**Pricing definitions – what's included:**

1. **SF300 Hardware** - Lytx device on a 4G cellular network

| Line | Description | | | Qty | | Cost |
|---|---|---|---|---|---|---|
| 1 | SF300 Hardware | $ | 495.00 | 36 | $ | 17,820.00 |

**Cost Summary**

**SECTION 2**

| One time Cost | Qty | Cost |
|---|---|---|
| SF300 Hardware | 36 | $ 17,820.00 |
| **Total** | | **$17,820.00** |

*Pricing shown in US Dollars*

**CONTRACT**
**(UTILIZING SOURCEWELL CONTRACT #020221-DCI)**
**BETWEEN**
**THE CITY OF JACKSONVILLE**
**AND**
**LYTX, INC.**
**FOR**
**PURCHASE OF HARDWARE EQUIPMENT AND MONITORING SUBSCRIPTIONS**

**THIS AGREEMENT** for the purchase of hardware equipment and monitoring subscriptions for certain high-risk City vehicles is made and entered into in duplicate effective as of the 3 day of September, 2021 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (hereinafter the "City" or "Purchaser"), and LYTX, INC., a foreign profit corporation with principal office at 9785 Towne Centre Drive, San Diego, California 92121 (hereinafter the "Contractor").

**RECITALS:**

**WHEREAS**, effective April 12, 2021, Sourcewell, a Minnesota local government agency and service cooperative, entered into a contract (Sourcewell Contract 020221-DCI) with Contractor (hereinafter the "Sourcewell Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference, for fleet management and related technology solutions (the "Services"); and

**WHEREAS,** said Sourcewell Contract is in full force and effect until March 26, 2025, with one (1) one-year renewal option, and has been competitively procured and awarded by Sourcewell as contracting authority according to law; and

**WHEREAS,** the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities which have been competitively procured and awarded; and

**WHEREAS,** the Sourcewell Contract is broad enough to allow City to procure the Services and Contractor has agreed to allow City to use the Sourcewell Contract; and

**WHEREAS,** it is in the best interests of the parties to use the Sourcewell Contract for procurement of the Services and to add those contractual provisions Purchaser is required to use by ordinance or policy; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

**ARTICLE 1: Incorporation of Recitals**

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

**ARTICLE 2: Engagement of Contractor**

Purchaser hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing to Purchaser the Services according to the provisions of the Sourcewell Contract and its exhibits, amendments, equipment descriptions, and quotations. The provisions, terms, and conditions of the Sourcewell Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Contract and those in the Sourcewell Contract shall be resolved in favor of this Contract, but only to the extent of any conflict.

**ARTICLE 3: Coordination and Services Provided by CITY**

Purchaser shall designate for the procurement of the Services a Project Coordinator who will, on behalf of Purchaser, coordinate with Contractor and administer this Contract according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate procurement of the Services with the designated Project Coordinator. Purchaser's designated Project Coordinator shall be Magnus Wallen (Telephone: 904-255-5330; Email: MWallen@coj.net).

**ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities**

The term of this Agreement shall commence on October 1, 2021, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through March 26, 2025, unless sooner terminated as provided in **Exhibit A**, with one (1) one-year renewal option. During said period of time, the Services pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to procure the same at the contract prices provided herein.

**ARTICLE 5: Payments for Services of Contractor**

5.1. On the faithful performance of this Agreement by the Contractor, Purchaser will pay Contractor in accordance with the terms and on the conditions stated in the Sourcewell Contract.

5.2. Notwithstanding any contrary provision in **Exhibit A**, the maximum indebtedness of Purchaser for all fees, reimbursable items, or other costs for the Services provided by Contractor to Purchaser pursuant to this Contract shall not exceed the sum of THREE HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 USD ($369,820.00) for the first year of the contract with amendments to follow for subsequent years.

**ARTICLE 6: Notice**

Notice to Purchaser under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Magnus Wallen, Safety Manager
Division of Risk Management
117 West Duval Street, Suite 335
Jacksonville, Florida 32202

Gregory Pease, Chief
Procurement Division
214 North Hogan Street, 8th Floor
Jacksonville, Florida 32202

Notice to Contractor under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Kimberly Pence
Lytx, Inc.
9785 Towne Center Drive
San Diego, California 91212
904-260-4656
Kimberly.pence@lytx.com

**ARTICLE 7: Insurance**

7.1 Subsection 18.B. of the Sourcewell Contract is amended to require Contractor to provide Certificates of Insurance to City, and as amended shall read as follows:

"B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish City a certificate of insurance as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to City of Jacksonville, 117 West Duval Street, Suite 335, Jacksonville, Florida 32202-3381. The certificate must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

7.2 Subsection 18.C. of the Sourcewell Contract is amended to require Contractor to list City as an additional insured, and as amended shall read as follows:

"C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list the City of Jacksonville and its members, officials, officers, employees, and agents as additional insureds under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any, other valid, applicable, and collectible insurance or self-insurance in force for the additional

insureds."

7.3 Subsection 18.D, of the Sourcewell Contract is amended TO require Vendor and all its insurers to waive subrogation rights against Purchaser, and as amended shall read as follows:

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

**ARTICLE 8: Indemnity**

Contractor shall indemnify City as set forth in **Exhibit B**.

**ARTICLE 9: Laws, Ordinances, Rules, and Regulations**

As required by Section 126.108(b), *Ordinance Code*, in the sale of the Services, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchases contemplated in this Contract. If any of the obligations of this Contract are to be performed by a subcontractor, the provisions of this Article 9 shall be incorporated into and become a part of the subcontract.

**ARTICLE 10: Nondiscrimination**

Contractor represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination and nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfer, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, however, that Contractor shall not be required to

produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. Contractor agrees that if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this Article 10 shall be incorporated into and become a part of the subcontract.

**ARTICLE 11: Conflict of Interest**

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City of Jacksonville, to the extent the parties are aware of the same.

**ARTICLE 12: Governing State Law/Severability/Venue**

Section 14. (GOVERNING LAW, JURISDICTION, AND VENUE) of the Sourcewell Contract is deleted in its entirety and replaced by the following: "The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida."

**ARTICLE 13: Counterparts**

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

**{Remainder of page left blank intentionally. Signature page follows immediately.}**

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the day and year first above written.

**ATTEST:**

By _____
James R. McCain, Jr.
Corporation Secretary

**CITY OF JACKSONVILLE:**

By _____
Lenny Curry, Mayor

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

**WITNESS:**

By _____
Signature

Melissa Hernandez
Type/Print Name

Sr. Paralegal
Title

**LYTX, INC**

By _____
Signature

Shelley E. Bennett
Type/Print Name

SVP, General Counsel
Title

**Encumbrance and funding information for internal City use:**

**Account ..... 56301.112004.546620.000000.00000000.00000.0000000**
**Amount ..... $369,820.00**

**Total Amount . . . $369,820.00**

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders as specified in said Contract.

Director of Finance
City Contract No. 71161-21

Approved as to form:

James R. McCain, Jr.
Office of General Counsel

GC-#1443967-v1-Lytx_Sourcewell_#020221-DCI_Piggyback_Fleet.doc

**EXHIBIT A**

**SOURCEWELL CONTRACT #020221-DCI**

Sourcewell

**Solicitation Number: 020221**

**CONTRACT**

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

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

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

## 1. TERM OF CONTRACT

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

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

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

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

## 4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

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

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

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

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

price to offset the Administrative Fee.

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

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

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

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

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

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

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

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

**18. INSURANCE**

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

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

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

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

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

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

## 19. COMPLIANCE

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

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

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

## 22. CANCELLATION

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

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

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

Lytx, Inc.

DocuSigned by
Shelley Bennett
8BE908AFFAC51B3

By: _____

Shelley Bennett

Title: SVP General Counsel

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

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A84CC

By: _____

Chad Coauette

Title: Executive Director/CEO

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

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

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

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

### Table 2: Company Information and Financial Strength

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

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

## Table 5: Top Five Government or Education Customers

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

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

## Table 6: Ability to Sell and Deliver Service

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

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

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

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

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

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

Surfsight

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

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

## Table 10: Payment Terms and Financing Options

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

## Table 13: Audit and Administrative Fee

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

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

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

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

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

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

## Table 15: Industry Specific Questions

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

**Proposer's Affidavit**

## PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT B

## INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees, and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City so that the Service or product is non-infringing.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

**Under no circumstances shall any party to this Agreement be liable for consequential damages, except to the extent such damages are covered by the insurance policies required herein.**

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

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

**OPEN DATE:**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

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

**AGENCY:** RISK MANAGEMENT

**BASIS OF AWARD:** PIGGYBACK

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

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

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

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

**ANALYST:** Annette Barney

**RESPECTFULLY SUBMITTED** Gregory W. Pease, Chief Procurement Division

**CONCURRENCE BY:** Tracy Flynn, Chief, Risk Management Division

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 7/8/2021

OTHER:

**ACTION OF AWARDING AUTHORITY** DATE 7/8/21

APPROVED ✓ BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENICATION

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

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

BID #: PSC-0252-21

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

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

AGENCY: RISK MANAGEMENT

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: NUMBER RECEIVED: OTHER

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with Lytx, Inc. by $99,192 60 to cover services through the end of FY21 from June 1, 2021 through September 30, 2021. Total revised expenditure amount not to exceed $293,218.00

Funding Source: 56301.112004.546620.000000.00000000.00000 0000000 – To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Vendor Quote and Previous Award

ANALYST: Annette Burney

RESPECTFULLY SUBMITTED: Gregory W. Pease, Chief Procurement Division

CONCURRENCE BY: Tracy Flynn, Chief, Risk Management Division

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

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

OTHER

ACTION OF AWARDING AUTHORITY DATE 5/13/21

APPROVED ✓ BH DISAPPROVED

OTHER

SIGNATURE OF AUTHENICATION

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

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

BID #: PSC-0252-21

OPEN DATE:

GENERAL GOVERNMENT AWARDS COMMITTEE

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

AGENCY: RISK MANAGEMENT

BASIS OF AWARD: PIGGYBACK

NUMBER OF BIDS INVITED: NUMBER RECEIVED: OTHER

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

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

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

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

ANALYST: Annette Burney

RESPECTFULLY SUBMITTED Gregory W. Pease, Chief Procurement Division

CONCURRENCE BY: Twane Duckworth, Chief, Risk Management Division

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

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

OTHER

ACTION OF AWARDING AUTHORITY DATE 7/20/20

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENICATION