

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND Advantage Asset Tracking

This Agreement is entered into this _____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Advantage Asset Tracking Corporation, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of a GPS Vehicle and Equipment Tracking Solution.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payment Terms

Exhibit C—Rate Schedule

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and C. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Five Hundred Forty Thousand and 00/100 Dollars (\$540,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 10, 2025 through June 9, 2028.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this

Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10.4. Special Insurance Requirements - Cyber Liability

Cyber Liability	<p>\$4,000,000 per occurrence for Privacy and Network Security,</p> <p>\$1,000,000 per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p>
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If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor’s network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor’s electronic data or

systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

12.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

12.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

12.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

12.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

12.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

12.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

12.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Edwin Alvarez / Management Analyst
Address: 752 Chestnut Street, Redwood City, CA, 94063
Telephone: 650-599-7254
Email: edalvarez@smcgov.org

In the case of Contractor, to:

Name/Title: Andrew Kopecki/Chief Executive Officer
Address: 56 Newark St, 3rd Floor, Hoboken, NJ 07030

Telephone: 646-750-3885
Email: andrew@advtracking.net

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Personally Identifiable Information

20.1. Personally Identifiable Information

"Personally Identifiable Information" or "PII" is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.

The Contractor shall maintain the confidentiality of all PII collected as part of Contractor's performance under this contract, and the PII shall be safeguarded by Contractor using commercially reasonable methods as approved by the County.

21. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

22. End User Agreement

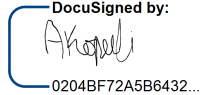
The County hereby acknowledges and agrees to the terms and conditions set forth in Geotab's End User Agreement (EUA), as found at <https://www.geotab.com/legal/end-user-agreement/> (last updated December 1, 2023).

In the event Geotab makes any changes to the EUA, the Contractor will provide thirty days notice for the County to review and agree to the updated terms. If the County does not accept the updated EUA, the County shall promptly notify the Contractor and may terminate this agreement, subject to terms of this Contract as well as the EUA.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Advantage Asset Tracking Corporation

 0204BF72A5B6432...	5/13/2025	Andrew Kopecki
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A – Services

In consideration of payments set forth in Exhibit B, Contractor shall provide the following services:

The Contractor shall provide comprehensive Asset Tracking Solution for the County's fleet of vehicles and equipment. The GPS Asset Tracking Solution shall provide real-time tracking, monitoring, and reporting functionalities. The solution includes hardware devices, software applications, and associated services required for implementation, configuration, training, and ongoing technical support.

Detailed Specifications

The Contractor will provide GPS hardware and software meeting the following specifications:

1. Hardware Devices:

- GPS tracking devices capable of transmitting real-time tracking data of fleets with a variety of vehicle and equipment types
- Support for both vehicle and equipment tracking
- Integration with various types of vehicles and equipment, including cars, trucks, heavy machinery, zero-emissions vehicles and/or trailers
- Ability to monitor and report data such as location, speed, mileage (or hours, as applicable), engine diagnostics, fuel consumption, and power take-off and equipment usage
- Ability to provide configurable in-cab auditory alerts to drivers
- Device re-use, where applicable, is required unless the device is defective or malfunctioning
- Devices must enter a sleep or hibernation state when vehicle or equipment is not in use
- The device must not constrain the vehicle's battery when not in use

2. Software Applications:

- User-friendly web-based interface with real-time tracking and mapping capabilities
- Dashboard for monitoring key performance indicators, alerts, and reports
- Data visualization tools for analyzing vehicle and equipment utilization, maintenance needs, and fuel consumption
- Customizable reports and alerts based on predefined parameters

- Mobile applications compatible with iOS and Android platforms for remote tracking and monitoring vehicles and equipment

3. Functional Requirements:

- Real-time tracking and monitoring of vehicle and equipment locations, including:
 - Date and time of travel
 - Speed
 - Location information by latitude and longitude, as well as nearest address where available
 - Trip route
 - Mileage of trips
 - Dash odometer values at beginning and end of each trip
 - Odometer values should be within +/- 3% of reading on dashboard of vehicle
 - Engine Control Module (ECM) engine operation hours
 - Storage location
 - ECM derived diagnostic information
 - Power Take-off (PTO) engagement
- On-board storage of datapoints when real-time transmission is not possible (ie out of cell service range) and subsequent transmission, when possible, without loss of data
- Participation in the California Bureau of Automotive Repair Continuous Testing Program Pilot. Contractor must maintain participation for the duration of the contract including any approved extension period(s) and transmit data necessary for program compliance
- Automated alerts for unauthorized usage, boundary violations, tampering, speeding, harsh braking, harsh acceleration, seat belt engagement, and excessive idle time
- Geofencing capabilities to set virtual boundaries and receive alerts when vehicles/equipment enter or exit specified areas
- Ability to integrate with existing systems, such as fleet management and maintenance software and/or fuel dispensation systems
- Ability to generate and analyze historical data for trend analysis and decision-making

- Pre-built (canned) reports, which include activity detail reports, utilization reports, overnight storage reports, violation reports, and landmark history reports
- Ad hoc reporting which allows for creation of reports that can be on-time reports or become a regularly generated report
- Ability to export reports in a variety of file types

4. Security and Data:

- Data collection, storage, reporting, and alert service will be provided twenty-four (24) hours a day, seven (7) days a week, including all holidays
- Data encryption during transmission and storage
- Secure access controls, including user authentication and role-based permissions
- Compliance with relevant data privacy regulations, including review and approval of data and privacy standards by the County's Information Services Department
- Data must be retained for a minimum of five (5) years for compliance purposes unless a data purge is requested by the County
- All required data points for the web-based data application and reporting will be tied to the VIN or other Agency specific unique identifier (such as asset ID) and not the GPS device serial number. This will insure no data loss if an asset's GPS device needs to be replaced
- If an asset is sold or otherwise removed from the Agency fleet, data related to the inactive fleet asset will not be lost, but available in the Application with all reporting functionality
- Ability to assign roles or otherwise silo users so that asset data is only accessible by the appropriate user

5. Integration and Scalability:

- Ability to integrate with third-party systems and Application Programming Interfaces (APIs)
- Scalability to accommodate future expansion or reduction of the vehicle and equipment fleet

Service Requirements

In addition to the hardware and software components, the selected vendor shall provide the following services:

1. Implementation:
 - Installation and configuration of hardware devices
 - The County must also have the ability for its mechanics and service workers to install and remove devices as needed
 - Deployment and setup of software applications
 - Integration with existing County systems and databases
 - Assistance with data migration and archiving from any legacy tracking systems
2. Training:
 - Training for system administrators and end-users
 - User documentation and online resources
3. Account Management:
 - The County will be assigned a well-qualified account manager that will act as the primary contact that the County will reach out to regarding any administrative or billing requests or issues related to services provided
 - The account manager will respond to all communications and inquiries from the County within one business day
4. Technical Support:
 - Live technical support and troubleshooting available during County business hours (Monday through Friday, 6:00 AM to 5:00 PM Pacific Standard Time)
 - Technical support via phone, email, and web-based ticketing system
 - Remote troubleshooting and assistance
 - Proactive monitoring and maintenance of the solution
 - 100% uptime on the web application is not expected, but the level of service provided will include a twenty-four (24) hour notice for scheduled maintenance. Maintenance should be scheduled outside normal business hours. Unanticipated downtime must be addressed within one (1) hour
 - If a device is found to be defective, or a device becomes obsolete, the Contractor will replace the device at no cost to the County
5. Continued Enhancements:

- Regular software updates and bug fixes
- Ongoing feature enhancements and system optimization
- Compatibility testing with new vehicles and equipment, new hardware, and new software releases
- The Contactor will furnish upgraded equipment with improved technology at the request of the ordering agency. However, any hardware change must be pre-approved by the ordering agency. If it is determined that upgraded equipment is to replace existing equipment, the ordering agency and the Contractor will develop an agreed upon implementation plan that will include a systematic process to ensure a smooth transition occurs. The transition plan timeline will be based upon the Agencies' staffing levels, operational needs, and training requirements

6. Other Services

- A rolling inventory of spare devices will be provided to the County to rapidly replace any defective device. These devices shall not be billed to the County until they are activated and reporting data. The rolling inventory of spare devices shall include:
 - 9 standard devices with wiring harnesses (ie Geotab GO9 device or equivalent)
 - 2 "rugged" devices (ie Geotab GO RUGGED device or equivalent)
- Dash Cameras: The Contractor will provide ancillary Dash Cameras as needed for County departments who request Dash Camera services
- Any other services as agreed to by both the Contractor and the County

7. Billing and Invoicing:

- Contract service rates are only applicable to properly approved and installed devices actively sending complete data. The ordering agency reserves the right, and will be assigned rights, to activate or de-activate any devices(s), at any time, via the application and/or through the Contractor's customer service representative
- Invoices must be submitted monthly and delivered to the County no later than the 10th of each month for service during the prior calendar month
- Devices activated or deactivated during the month will be charged on a prorated basis for the proportion of days the device was active during the billing month

- Each monthly invoice will be accompanied by a detailed reconciliation report that outlines charges listed on the invoice. At a minimum, the reconciliation report will include the following information for each active device billed on the associated invoice:
 - Device Serial Number
 - Associated Vehicle or Equipment Asset Number
 - Associated VIN or Equipment Serial Number
 - Activation Date
 - Rate Charged
 - Deactivation Date (if applicable)
- A dedicated point of contact for any billing or accounting inquiries must be maintained
- In case of discrepancies or disputes related to billing, the issue must be addressed within five business days of notification from the County

Delivery Requirements

The delivery of the GPS vehicle and equipment tracking solution shall adhere to the following requirements:

1. Project Timeline:
 - Vendor to provide a detailed project timeline, including milestones, deliverables, and dependencies, within 30 days of contract award
 - Implementation and deployment to be completed within 90 days from the project kickoff
 - To minimize downtime during business hours, installs will occur outside of the County's normal business hours
2. Documentation:
 - Vendor to provide detailed documentation for hardware devices, software applications, and system configurations
 - User guides and training material shall be delivered prior to the training sessions
3. Maintenance and Support:
 - Vendor to provide ongoing technical support, including software updates, bug fixes, and troubleshooting, throughout the contract period

- Response time for critical issues should not exceed 4 hours during normal business hours and 8 hours outside business hours

Additional services outside of those described in this Exhibit A must be authorized by the County's representative in writing prior to commencing work. Charges for work performed by the Contractor not authorized in writing by the Director of Public Works or their duly authorized representative will not be paid by the County.

Exhibit B – Payments Terms

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, the County shall pay the Contractor based on the following terms:

In no event shall the total payment to the Contractor under Agreement exceed the maximum contract obligation of \$540,000 for the initial three-year term of the Agreement. The Director of Public Works, or the Director's designee, may amend the County's maximum fiscal obligation by no more than \$360,000 in aggregate, totaling a potential maximum not-to-exceed amount of \$900,000 over the potential five-year term of the contract.

Ongoing Maintenance and Support will be provided by the Contractor at no cost to the County. Nine (9) standard GPS tracking devices and two (2) rugged devices (or equivalent) will be provided to the County as spares for rapid installation as needed. These spares will not be charged until they are activated and reporting data. The County shall be allowed to maintain this stock of inactive devices by ordering replacement spares as existing spares are used.

The table in Exhibit C outlines the agreed upon fee schedule that will be in effect throughout the initial three-year term of the contract and the maximum potential five-year term. Devices activated or deactivated during the month will be charged on a prorated basis for the proportion of days the device was active during the billing month. For example, a device activated on April 16th would have prorated charges for 15 days on the invoice delivered by May 10th. Likewise, a device deactivated on April 15th would have prorated charges for 15 days on the invoice delivered by May 10th. There will not be any minimum term enforced nor early termination fee charged for any deactivated devices.

Remit invoices to:
County of San Mateo
Department of Public Works
752 Chestnut Street
Redwood City, CA 94063

Electronical invoice can be e-mailed to:
DPW_Accounting@smcgov.org

Exhibit C – Pricing Schedule:

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement and Exhibit B, the County shall pay the Contractor based on the following fee schedule:

#	Description	Purchase Price	Monthly Fee				
			ICE Vehicle	Hybrid/ Plug-in Hybrid Vehicle	Electric Vehicle	On/Off-Road Equipment	Non-Powered Equipment
GPS/Telematics							
1	Geotab G09 GPS Tracker or equivalent	n/a	\$14.00	\$14.00	\$14.00	\$14.00	n/a
2	Geotab Go Anywhere GPS Tracker or equivalent	\$79.95	n/a	n/a	n/a	\$6.95	\$6.95
3	Orbcomm CT1000 GPS Tracker with Solar Power or equivalent	\$110.00	n/a	n/a	n/a	\$10.00	\$10.00
4	Digital Matter Oyster 3 Asset Tracker or equivalent	\$130.00	n/a	n/a	n/a	\$10.00	\$10.00
5	Installation	\$0	\$0	\$0	\$0	\$0	\$0
Other Products/Services							
4	Lytix Surfsight AP2 Dash Camera or equivalent	\$269.95	\$18.95	\$18.95	\$18.95	\$18.95	n/a
5	Geotab GO Focus Dash Camera or equivalent	\$140.00	\$3.00	\$3.00	\$3.00	\$3.00	n/a
6	VisionTrack 2 Channel Forward and Driver Facing Camera Kit or equivalent	\$390.00	\$15.00	\$15.00	\$15.00	\$15.00	n/a
7	VisionTrack 2 Channel AI Camera Kit or equivalent Forward and Driver Facing Camera plus Blindside Detection	\$508.00	\$15.00	\$15.00	\$15.00	\$15.00	n/a

#	Description	Purchase Price	Monthly Fee				
			ICE Vehicle	Hybrid/Plug-in Hybrid Vehicle	Electric Vehicle	On/Off-Road Equipment	Non-Powered Equipment
	Other Products/Services (continued)						
8	VisionTrack 4 Channel AI Camera Kit or equivalent Forward and Driver Facing plus Two Side Cameras	\$560.00	\$15.00	\$15.00	\$15.00	\$15.00	n/a
9	VisionTrack 5 Channel MDVR non-AI Camera Kit or Equivalent In-cab monitor, no driver facing camera	\$1,060.00	\$15.00	\$15.00	\$15.00	\$15.00	n/a
10	VisionTrack 5 Channel MDVR AI Camera Kit or equivalent In-cab monitor plus forward/driver facing camera	\$1,600.00	\$15.00	\$15.00	\$15.00	\$15.00	n/a
11	Geotab GO Analytics Advanced Analytics Add-on	n/a	\$1.50	\$1.50	\$1.50	\$1.50	n/a