

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
GPS INSIGHT, LLC**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and GPS Insight, LLC., hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, it is necessary and desirable that Contractor be retained for the  
purpose of the installation and implementation of GPS tracking and reporting system  
on selected County vehicles.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO  
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—Payments and Rates  
Attachment I—§ 504 Compliance  
Attachment IP – Intellectual Property

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms,  
conditions, and specifications set forth herein and in Exhibit A, County shall make  
payment to Contractor based on the rates and in the manner specified in Exhibit B.  
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 Seven Hundred Fifty Thousand Dollars  
(\$750,000).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 11, 2014, through March 10, 2017.

This Agreement may be terminated by Contractor, the County of San Mateo Public Works Director, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as 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 materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon 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.

#### **6. Relationship of 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.

#### **7. Hold Harmless**

7.1 **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.

**7.2 Intellectual Property Indemnification.**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof 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.

**9. Insurance**

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.

- (1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **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 by 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 amount specified below.

Such insurance shall include:

- |     |                                         |             |
|-----|-----------------------------------------|-------------|
| (a) | Comprehensive General Liability .....   | \$1,000,000 |
| (b) | Motor Vehicle Liability Insurance ..... | \$1,000,000 |
| (c) | Professional 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. 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, and regulations, 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 handicap in programs and activities receiving any Federal or County financial assistance. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

#### **11. Non-Discrimination and Other Requirements**

- A. *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.
- B. *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.
- C. *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 handicapped individual 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 this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☐ Contractor complies with Chapter 2.84 by:
    - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
    - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
  - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
  - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.



- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
- G. *Violation of Non-discrimination provisions.* 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 Manager, including but not limited to the following:
- i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on 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 Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off 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.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

**12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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."

**13. Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records 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 of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate 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 representatives, 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.

**14. Merger Clause & Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, 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 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.

**16. 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 facsimile to the telephone number listed below or 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:**

Joseph Lo Coco, Deputy Director of Public Works  
County of San Mateo  
752 Chestnut Street  
Redwood City, CA 94063-2406  
Tel: 650-363-4102  
Fax: 650-366-7238  
jlococo@smcgov.org

**In the case of Contractor, to:**

Alissa Pazik Hogan, Senior Account Manager  
GPS Insight, LLC  
21803 N. Scottsdale Rd., #220  
Scottsdale, AZ 85255-7446  
Tel: 480-663-9474  
Fax: 480-515-1415  
alissa.pazik@gpsinsight.com

**17. Electronic Signature**

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

GPS INSIGHT, LLC

  
\_\_\_\_\_  
Contractor's Signature

Date: 2-21-14

(Revised 7/1/13)

## **Exhibit A**

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

- **Initial Start-Up/ Implementation**
  - *Collection of Data:* The Contractor will use vehicle data requested for installation and account set-up. They will set up the County account profile to include logon credentials for a "Master" user with unique password.
  - *Scheduling and Installation:* The Contractor will schedule a meeting to discuss the fleet vehicle list, personnel availability, and time frames for the units to be installed and registered within the Contractor. The Contractor will then ship the units to the location(s) identified by the County and/or the Installers.
  - *Account Set-Up:* Once the hardware units are delivered and installed, the Contractor will work with the County to upload the registered information and have the accounts set up.
  - *Training:* The Contractor will work with the County to define a master training schedule and identify the training participants who will learn how to use the Contractor's web portal for tracking and managing fleet data. In addition, the Contractor will provide, an initial on-site eight (8) hour training session at one (1) location. An unlimited number of additional remote (WebEx) training sessions can be scheduled between the Contractor and the County. The training sessions include a guided walk-through of system operation (dashboards, maps, reports) as defined by the features used by the County. Training manuals will be available upon request in a portable document format (PDF). Self-service materials will be accessible at any time and any day from the online Support Wiki, and the live Support Team will always be available to answer questions and provide step-by-step instructions.
  - *Integration:* The Contractor's programming/ development team and system administrators will work with the County to set up any required nightly or real-time data feeds via Application Programming Interfaces (APIs).
- **Ongoing Maintenance/ Support**
  - *Customer Service:* The Contractor will provide U.S.-based Customer Service/ Technical Support available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. All customer support will be handled in-house in Scottsdale, AZ and will not involve tiered-level support. In addition, the Support Team will offer additional free product training, hardware troubleshooting (upon request), and numerous self-service resources via website, demos, sample reports, Support Wiki, newsletters, and blogs. The customer service request will be initiated by contacting the Support Team via email at support@gpsinsight.com or via phone at: 866-477-4321 x2.

- *Application Programming Interface (APIs):* The Contractor will provide various formats of APIs and data files transmitted via email or File Transfer Protocol (FTP). If needed, the Contractor will modify existing APIs and create custom ones with additional fields. They will provide data migration, implementation, professional services, or integration, provided the requirements are reasonable and technically feasible.
- *GPS Tracking:* The Contractor will provide data update/ refresh frequency at two (2) minute updates for active service and one (1) ping per hour for passive service. Data will be tracked for vehicle and/ or driver label including but not limited to: date, time, ignition status, stopped or idling, out of range, PTO engaged, vehicle speed (and maximum speed between updates), GPS location (latitude and longitude, reverse geo-coded address, or landmark if applicable), direction (heading), and odometer. The Contractor will retain the data online for customers indefinitely (unless a purge is specifically requested by the County) at no additional cost. The Contractor can retain up to twenty thousand (20,000) points when a vehicle is out of range of cell coverage and the Contractor will employ a "store and forward" feature when the vehicle enters an area with minimal cell coverage to ensure no data is ever lost. The Contractor will include landmarking (geofencing) capabilities that allow the County to delineate virtual boundaries to trigger alerts, refine reports, filter maps, and more. The Contractor will also make location labels more intuitive on maps and reports.
- *Software and Reporting:* The Contractor's portal with 2D mapping will run in a web browser and will not require the County to install any software, with the exception of the recommended install of Google Earth (a free download provided by Google) to leverage integrated 3D mapping capabilities within the Contractor's portal. The Contractor's portal is available daily with unlimited user access for the life of the contract. The Contractor's portal includes an Admin toolset for admin users. The portal will further allow the County to run ad-hoc/ or scheduled reports that can be emailed in .html or .csv formats to individuals or distribution lists. The portal will allow each County user to set threshold preferences for mapping indicators. The Contractor's portal will provide alerts specified by the County.
- *Safety and Security:* The Contractor will make the data in the County's portal account only accessible to users with a valid login. The Contractor will allow the County to create an unlimited number of user logins; furthermore, the Admin toolset allows the County to limit individual user access to vehicle and driver groups, hierarchy items, portal features, and individual menu item access.
- *Integration:* The Contractor will use its APIs to provide accurate odometer, diagnostic trouble codes, or other data needs to the County's fleet management software (WinCams). In addition, the Contractor will deploy any updates/ patches to their software from the back-end of the system. The Contractor will meet with the County to

discuss integration with the Vehicle Identification Box (VIB) hardware installed in certain County vehicles.

- *Options:* The Contractor will provide information received from the National Highway Traffic Safety Administration (NHTSA) regarding any recalls based on the equipment being tracked. In addition, the Contractor will provide decals for the dashboards and bumpers for all vehicles the County wants to be identified as having GPS tracking devices. The decals will be provided at installation.
- *Additional Professional Services:* The Contractor will accommodate the County to provide any customized features beyond what is considered “out-of-the-box” configurations, provided the requirements are reasonable and technically feasible.
- *Annual Assessment Process:* The Contractor will schedule annual meeting(s) with the County to determine additional training and review for updates requested and/ or needed. The Contractor recommends meetings to be scheduled more than once per year for training updates and overall review of the solution. The meetings will take place via a Webinar.

- **Onsite Installation**

- Installation will be performed by the Contractor’s Installers.
- The installation will take place at three (3) locations in one (1) state specified by the County.
- Installation will be conducted through a series of phases as outlined below:
  - *Phase I:* The Phase I Installation Schedule is created by the Contractor, Installer, and the County. The County will commit to the Installation Schedule for each location; moreover, the Installation Schedule will be created for the Installer and will be present at the installation location sites. The Installation Schedule will be based on the installation route and number of vehicles to be installed per location per day. The installations will occur based on the Installation Schedule. It is crucial that the vehicles that have committed to being at the installation location be available for device installation. If the Installer follows the Installation Schedule but ten percent (10%) or more of the expected vehicles are not available for installation given installation day, then “No Show” fees may apply per vehicle that is not available for installations as scheduled. For example, if ten (10) vehicles are committed to be at a given install location and only nine (9) are actually available when the installers are onsite, then “No Show” fees will apply for the one (1) vehicle not available. Phase I Installation pricing has been quoted based on the Installers making the scheduled trip to each install location. If the Installers have to return to install devices on “No Show” vehicles, a Phase II Installation will need to be scheduled.

Standardized installation practices will be utilized for installations of devices for the entire fleet. Installers will contact the Contractor after each install is complete to validate that devices are fully functional and reporting properly.

- *Phase II:* All devices that were not installed during Phase I will need to be addressed in Phase II. These may include “No Show” vehicles or where installs could not be completed due to missing keys, etc. Phase II scheduling will be preapproved by the Contractor and the County in advance of Phase II installation deployment. The Contractor’s Coordinator will create a list of devices that were scheduled but not installed during Phase I. The County, the Contractor’s Implementation Manager, and the Contractor’s Installation Coordinator will determine Phase II Installation Schedule. If Installers follow the Installation Schedule but ten percent (10%) or more of the expected vehicles are not available, then a “No Show” fee may apply per vehicle that is not available for installation as scheduled. The same “No Show” fee applies for Phase II. Standardized installation practices will be utilized for installations of devices for the entire fleet. Installers will call the Contractor after each install is completed to validate that the devices are fully functional and reporting properly.
- *Additional Phases:* If additional phases are needed for the County’s vehicles, the installation process and pricing criteria apply to each phase.
- *Service Calls:* All Service Calls, not performed by the County, and arranged by the Contractor, will be charged a service fee per vehicle. This rate does not include a unit to be installed. For example, if a unit needs to be removed and reinstalled, the service fee would be charged for the removal and reinstallation. If the unit needs to be checked for connections or any troubleshooting, the service fee would only be applied once.
- *Self-Installation:* All Service calls performed by the County will include remote phone-based training and support twenty-four (24) hours a day, seven (7) days a week, installation videos, and phone-based “live” and Short Message Service (SMS) based installation verification.



- **Hardware**

- The contractor will provide a minimum of five hundred ninety three (593) hardware units, with a possibility of additional hardware units, which can be utilized for either passive or active tracking.
- The hardware to be used for both passive and active tracking is the GPSI-3900, a highly configurable and tamper-resistant unit that is a hardwired, diagnostic, and features a 3D accelerometer to detect and act on hard braking, hard acceleration, vehicle impacts, and crashes. The unit is also capable of optional features such as reporting diagnostics trouble codes (DTCs) and integrating with Garmin navigation and messaging.
- The hardware units plug in directly into OBDII and/or J1708 via V-Pod or J-Pod cables and optional recommended bypass cables, or equivalent connection for both power and diagnostic data gathering.
- Data from OBDII, J1708, or equivalent connections has download capabilities and includes, but is not limited to:
  - Date/ Time of vehicle motor
  - Malfunction Indicator Lamp (MIL)
  - Active Diagnostic Trouble Codes (DTC) with optional diagnostic cables
  - Engine speed (RPM)
  - Vehicle speed
  - Coolant temperature
- The cellular and GPS antennas are internal to the unit.

- **Monthly Subscription**

- The Contractor will provide active tracking with two (2) minute updates for a three (3) year term.
- The Contractor will provide passive tracking with one (1) ping per hour for a three (3) year term.
- The monthly subscription includes power take-off (PTO) monitoring, unlimited phone- and web-based training and support, and unlimited users and unlimited access to the Contractor's web-based software.
- The County will have the option to change from the active subscription/ tracking to passive subscription/ tracking or vice-versa at any time and the subscription rates will be modified at the time of the request to reflect the new service.

## **Exhibit B**

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

In no event shall the total payment to Contractor under Agreement exceed the maximum contract obligation of \$750,000.00 for the term of the Agreement.

Initial Start-Up and Implementation will be provided by the Contractor at no cost to the County. There are no activation fees or licenses.

Ongoing Maintenance and Support will be provided by the Contractor at no cost to the County.

Onsite Installation is Seventy Five Dollars (\$75.00) per unit. Onsite installation has been divided into phases. Phase I Installation pricing has been quoted based on the Installers making the scheduled trips to each install location. If ten percent (10%) or more of vehicles on the committed Installation Schedule are not available for installation given installation day, there will be a Sixty Dollar (\$60.00) fee charged per vehicle that is not available for installation as scheduled. For example, if ten (10) vehicles are scheduled to be installed today and one (1) vehicle cannot make it to the location or the keys cannot be found to the vehicle so the installation can occur, there will be a Sixty Dollar (\$60.00) "No Show" fee charged for that vehicle. The same "No Show" fee applies for Phase II. If additional phases are needed for the County's vehicles, the installation process and pricing apply to each phase. All Service Calls, not performed by the County, and arranged by the Contractor will be charged a service fee of Seventy Five Dollars (\$75.00) per vehicle. This rate is not including a unit to be installed. For example, if a unit needs to be removed and reinstalled, it would be a total of One Hundred Fifty Dollars (\$150) – Seventy Five Dollars (\$75.00) for removal and Seventy Five Dollars (\$75.00) for reinstall. If the unit needs to be checked for connections or any troubleshooting, the service fee would apply one (1) time for Seventy Five Dollars (\$75.00). Self-Installation will be provided at no cost to the County. Onsite installation will be paid upon delivery of services, completion of installation of the hardware units in all identified vehicles, and upon verifying all hardware units are fully operable in the amount of \$44,475.00.

Hardware units are Two Hundred Fifty Dollars (\$250.00) per unit, which include the initial 593 units and any additional units that may be added during the life of the contract. The hardware units will be paid upon delivery of services, completion of installation, and confirmation of operability in the amount of \$148,250.00.

Monthly subscription fees are set to begin upon completion of initial start-up, implementation, and hardware delivery and installation. The start date is tentatively set to begin May 2014 and monthly subscription fees will be paid monthly subsequent to invoicing, which is to occur at the end of each month of service, in an amount not exceeding \$14,447.35 based on the current number of units set for the

Passive and Active service; however, actual costs vary dependent on the client's desired distribution of Passive and Active GPS Systems.

Additional expenses for lodging and meals/ incidentals will be compensated in accordance with current per diem rate in the continental United States ("CONUS Rates") for San Mateo/ Foster City/ Belmont, California published by the U.S. General Services Administration. Transportation fees will be invoiced as is.

Below is a summary of all costs:

Subtotal of Costs			
Item	Unit Price	Units	Total
Initial Start-Up/ Implementation	--	--	\$ -
Ongoing Maintenance and Support	--	--	\$ -
Onsite Installation	\$ 75.00	593	\$ 44,475.00
Hardware (GPSI-3900)	\$ 250.00	593	\$ 148,250.00
<b>Initial Start-Up/ Implementation/ Maint. &amp; Supp./ Intsallation/ Hardware</b>			<b>\$ 192,725.00</b>
<i>Monthly Active Service</i>	\$ 26.95	475	\$ 12,801.25
<i>Monthly Passive Service</i>	\$ 13.95	118	\$ 1,646.10
<b>Monthly Subscription Fee</b>			<b>\$ 14,447.35</b>
<b>Year 1 Subscription Fee</b>	--	--	<b>\$ 173,368.20</b>
<b>Year 2 Subscription Fee</b>	--	--	<b>\$ 173,368.20</b>
<b>Year 3 Subscription Fee</b>	--	--	<b>\$ 173,368.20</b>
<b>3 Year Total Cost</b>	--	--	<b>\$ 712,829.60</b>
<b>Available for Additional Units and/or Passive/Active Service Changes</b>			<b>\$ 37,170.40</b>
<b>Not-to-Exceed Total</b>			<b>\$ 750,000.00</b>

Any difference between the three year subtotal and the not-to-exceed amount is available to be utilized for the purchase of additional hardware units and their corresponding monthly subscription fees and/or changes between passive and active subscriptions fees on the initial hardware units purchased.

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)



a. Employs fewer than 15 persons.



b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Jason Walker

Name of Contractor(s):

GPS INSIGHT

Street Address or P.O. Box:

19001 N Scottsdale Rd Ste 400

City, State, Zip Code:

Scottsdale AZ 85255

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Jason Walker

Title of Authorized Official:

VP of Ops

Date:

2-24-14

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## **Attachment IP**

### **Intellectual Property Rights**

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1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.