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CONTRACT EXTENSION

Contract Number: #020221-RUB

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastetech Corp., 16525 SW 72nd Ave., Portland, OR 97224 (Vendor) have entered into Contract #020221-RUB for the procurement of Fleet Management Technologies woth Related Software Solutions. The Contract has an expiration date of March 26, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of March 26, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/14/2024 | 1:29 PM CST

Wastetech Corp.

DocuSigned by:
Tim Dahltorp
4A95E2B8CFBE490...

By: _____

Title: CFO

Date: 12/5/2024 | 6:44 AM PST

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ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479; **Rubicon Global, LLC**, 950 East Paces Ferry Road, Atlanta, GA 30326 ("Rubicon"); and **Wastech Corp.**, 16525 SW 72nd Ave., Portland, OR 97224 ("Wastech").

Sourcewell has an agreement with Rubicon to provide Fleet Management Technologies with Related Software Solutions under Sourcewell Contract Number 020221-RUB ("Original Contract").

On May 7, 2024, Wastech purchased from Rubicon the products that are offered in the Original Contract. As a result, and with Wastech's consent, Rubicon wishes to assign its Sourcewell contract to Wastech.

The assignment provision of the Original Contract requires assignment of the contract only upon written consent of Sourcewell and Rubicon.

Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Rubicon wishes to assign to Wastech all of Rubicon's rights, responsibilities, and other provisions set forth in the Original Contracts, Sourcewell Contract Number 020221-RUB.
3. Wastech has obtained a copy of the Original Contract from Rubicon, and certifies it will comply with the terms of the Original Contract as executed by Rubicon and Sourcewell. The parties agree this assignment is unconditional and without recourse.
4. Rubicon and Wastech jointly and severally represent and warrant to Sourcewell that:
   a. Rubicon is not in default of any of its obligations under the Original Contract;
   b. Wastech is ready, willing, and able to perform all of the obligations and responsibilities of the Original Contract;
   c. Rubicon and Wastech request consent from Sourcewell to this assignment; and
   d. Wastech accepts assignment of the provisions of the Original Contract.
5. In consideration for the above, Sourcewell consents to the assignment.

Rubicon, Inc.

DocuSigned by:
By: Grant Deans
AD851DFB8D46485...
Grant Deans, Interim Chief Financial Officer

Date: 9/20/2024 | 1:40 PM EDT

Wastech Corp.

DocuSigned by:
By: Tim Dahlthorp
4A95E2B8CFBE490...
Tim Dahlthorp, Chief Financial Officer

Date: 9/20/2024 | 10:49 AM PDT

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations and Procurement/CPO

Date: 9/22/2024 | 10:24 PM CDT

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Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rubicon Global, LLC, 950 East Paces Ferry Road, Atlanta, GA 30326 (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.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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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

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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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. 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.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted 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.

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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.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
   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.*

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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.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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:

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- 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
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell 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 Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including 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

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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 matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person 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

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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.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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 | 2:00 PM CDT

Rubicon Global, LLC

DocuSigned by:
Michael Allegretti
A0C0423C058C40E...

By: _____

Michael Allegretti

Title: Chief Strategy Officer

Date: 3/25/2021 | 9:08 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 3/25/2021 | 9:18 AM CDT

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Rubicon Global, LLC
Does your company conduct business under any other name? If yes, please state:	Rubicon
Address:	950 East Paces Ferry Rd NE #1900 ATLANTA, GEORGIA 30326
Contact:	Geoffrey Urbach
Email:	gurbach@rubicon.com
Phone:	512-944-9215
HST#:	27-0692429

Submission Details

Created On:	Tuesday January 05, 2021 11:04:33
Submitted On:	Tuesday February 02, 2021 13:52:27
Submitted By:	Geoffrey Urbach
Email:	gurbach@rubicon.com
Transaction #:	04e9242c-a9b1-44fd-a0be-f5b1ca284698
Submitter's IP Address:	141.155.11.31

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):	Rubicon Global, LLC.	*
2	Proposer Address:	950 East Paces Ferry Road Atlanta, GA 30326	*
3	Proposer website address:	https://www.Rubicon.com	*
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):	Michael Allegretti Chief Strategy Officer -Address: 335 Madison Avenue, New York, NY 10017 -Email: mallegretti@rubicon.com -Phone: (917) 270-5167	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Geoffrey Urbach Senior Manager, Partnerships -Address: 335 Madison Avenue, New York, NY 10017 -Email: gurbach@rubicon.com -Phone: (512) 944-9215	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Conor Riffle Vice President, Smart Cities -Address: 335 Madison Avenue, New York, NY 10017 -Email: conor.riffle@rubicon.com -Phone: (917) 246-8430	

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.	Founded in 2008, Rubicon is a global leader in providing fleet management technologies for the business, government, and non-profit sectors. With products and offerings including RUBICONSmartCity™, RUBICONPremier™, RUBICONPro™, and RUBICONVision™, Rubicon is bringing machine learning and Internet of Things (IOT) applications to the world's heavy-duty fleets, with a special focus on the unique demands of solid waste. We serve thousands of commercial sites worldwide, including many Fortune 500 companies such as Best Buy, Dollar General, and 7-Eleven. Our technology helps customers manage the unique demands of solid waste services, including route optimization, commodity markets, waste-reduction programs and other sustainability offerings across our portfolio for partners like Chipotle, Wegmans, COX and many more. Our experience serving these complex commercial fleet operations ourselves has helped us develop a suite of comprehensive solutions for heavy-duty fleets within the public sector. Rubicon has been deployed in over 55 municipally owned heavy-duty fleets across North America. Solid waste and other heavy-duty fleets have unique demands that cannot be addressed through industry standard fleet management solutions. Rubicon's technology comprises functionality that meets the specialized telematics and operational requirements of complex solid waste operations. MISSION Rubicon's mission is to end waste, in all its forms. This means not only eliminating physical waste, but also wasted time, wasted tax dollars, and wasted energy. CORE VALUES Defined by our employees, these seven essential values guide everything we do. 1) Be Passionate 2) Embrace Learning 3) Do What You Say 4) Embrace Challenge 5) Be Humble & Transparent 6) Advocate for Customers 7) Serve the Planet Certified since 2012, Rubicon is one of the largest and longest-certified B Corporations in the world, affirming that the company meets the highest standards of verified social and environmental performance. Our B Corp status is representative of how we leverage our business as a catalyst for environmental, social, and governance improvements throughout and within the heavy-duty fleet industry. As evidence of this leadership, Rubicon has been awarded Best for the World in 2018,2019 for Environment and Government). Additionally, Rubicon is proud to have been certified each of the last three years (2018-2020) as a Great Place to Work ®.	*
8	What are your company's expectations in the event of an award?	In the event of an award, Rubicon's Sourcewell contract would become Rubicon's primary path to contract for cities throughout the United States and Canada.	*
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.	We follow Generally Accepted Accounting Principles (GAAP). We most recently concluded a Series-E capital raise, through which we raised $126.6M, for a total of nearly $296.1M raised throughout the company's history. Rubicon is a privately owned company and does not disclose any financial information. Public information about Rubicon's finances is available via Rubicon's Crunchbase profile. (https://www.crunchbase.com/organization/rubicon-technologies)	*
10	What is your US market share for the solutions that you are proposing?	RUBICONSmartCity has been deployed in more than 55 municipalities. Rubicon is privately owned, and therefore does not disclose specific market share numbers.	*
11	What is your Canadian market share for the solutions that you are proposing?	RUBICONSmartCity has been deployed in more than 55 municipalities. Rubicon is privately owned, and therefore does not disclose specific market share numbers.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Rubicon 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. 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? 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?	Rubicon is best described as a blend of options A & B. RUBICONSmartCity combines hardware manufactured by other providers with Rubicon's own proprietary software. A) Please see the necessary reseller authorization letter titled "Rubicon Reseller Agreement" attached in the "Certifications" zip file. B) As a service provider, Rubicon has developed a proprietary software platform leveraging third-party hardware. Utilizing a Software as a Service (SaaS) model, our company employs a direct sales model. All sales team and customer success team members are Rubicon employees.	*
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.	Rubicon is an asset-light enterprise and does not own any of the transportation modalities traditionally associated with heavy-duty fleet services. As such, Rubicon is allowed to perform services in Canada and is authorized to transact business in all 50 states. B-CORP CERTIFICATION Rubicon maintains a B Corp certification from B Lab. This is the only certification that measures a company's entire social and environmental performance. Certificate can be provided upon request. CERTIFICATE OF INSURANCE (COI) Rubicon maintains an active COI. For a detailed summary of our business insurance coverage please refer to the attachments. WOMEN OR MINORITY BUSINESS ENTITY (WMBE) CERTIFICATION Rubicon's third party installer, Orbital, maintains a WMBE certification. Orbitals WMBE Certification is attached in the zip file titled "Certifications." Please find proof of certifications in the attached zip file titled "Certifications." Please find a copy of Rubicon's W9 along with these documents.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Rubicon has not been subject to any "Suspension or Debarment" over the past ten years or at any point in the company's history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Rubicon has received the following industry recognition and awards: - Great Place to Work ® : (2018-present) - Companies with Seriously Impressive Benefits: (Glassdoor, 2018) - BIG Innovation Award: (Business Intelligence Group, 2021) - Emerging Innovator: (Ellen MacArthur Foundation, 2017) - World's Leading Circular Economy Solutions: (Sitra, 2020) - Top 25 Most Disruptive Companies: (Inc., 2017) - Circular Economy Digital Disruptor: (World Economic Forum, 2017) - World's Most Innovative Companies: (Fast Company, 2016) - "Best for the World": (B Corporation, 2019) Please visit our awards page for a full list. (https://www.rubicon.com/about/awards-accolades/)	*
17	What percentage of your sales are to the governmental sector in the past three years	100% of RUBICONSmartCity sales are to government customers.	*
18	What percentage of your sales are to the education sector in the past three years	Rubicon has not supported any sales to the education sector in the past three years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The RUBICONSmartCity solution is available to purchase on the HGACBuy Consortium. The annual sales volume for the contract is more than $200,000 since the start of the contract.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rubicon does not hold and has not held any GSA contracts or Standing Offers and Supply Arrangements (SOSA).	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Kansas City, Missouri	Michael Shaw	(505) 955-2012	*
City of Fort Smith, Arkansas	Kyle Foreman	(479) 784-2431	*
City of Spokane, Washington	Erica Jacobo	(509) 309-5466	*

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 Memphis	Government	Tennessee - TN	The RUBICONSmartCity solution was installed in the City of Memphis' fleet of 374 vehicles, serving 600,000 unique service locations in the City. After utilizing the solution to collect valuable data regarding the City's collection operations, Rubicon and the City began an optimization project in order to drive even more efficiencies in the City's solid waste services. Through the optimization, Rubicon was able to reduce the City's total number of routes by 48 and balanced routes to under 8 hours, eliminating overtime across the board.	Multiple transactions over $100,000	$1,000,000+	*
City of Baltimore	Government	Maryland - MD	The RUBICONSmartCity solution was installed in the City of Baltimore's 159 vehicles in the fall of 2020 to drive efficiencies across solid waste, recycling, and bulk operations. Short and long-term objectives of the project include: -Digitization of existing vehicle, customer, and route data to enable more flexible and responsive operations in COVID-19 and beyond -Provide data insights on service verification, routing, vehicle telematics, and driver performance -Monitor and collect real time data on the City's solid waste, recycling, and bulk operations in order to further increase operational efficiency -Optimize bulk and other ad hoc, point to point routing, increasing the number of pick-ups -Optimize City's routes through fleet optimization and help realize significant cost savings	$792,000	$792,000+	*

City of Kansas City	Government	Missouri - MO	Rubicon's technology was deployed in 80 of the City of Kansas City's Department of Solid Waste vehicles to optimize scheduling and routing, provide near-real-time updates to drivers, improve customer service, and streamline management and scheduling systems. Using Rubicon's technology the Solid Waste Department has doubled the service area covered by those 80 vehicles, recognized significant cost savings through streamlined operations and optimized routing and improved service delivery to residents and response time to requests or missed pickups. Additionally, Rubicon successfully coordinated and managed integrating RUBICONSmartCity with both the City's billing and work order management systems.	Multiple transactions over $200,000	$650,000+	*
City of Spokane	Government	Washington - WA	RUBICONSmartCity powers the City of Spokane's fleet of 100 solid waste trucks, servicing more than 60,000 residential and commercial waste and recycling customers. Rubicon provides all components of the technology and provides on the ground support and training via our team of Customer Success Managers. Until recently, Spokane's operation ran almost entirely on paper. All service information was kept in a giant rolodex and City staff dedicated time to filling two full boxes of paper records each week. With Rubicon's technology, the City is able to save $25,000 annually through digitization of their paper routes, boosting overall efficiency of their solid waste operation. Spokane is especially effective utilizing the In Cab Interface (ICI) to note a variety of exceptions at the curb and using this data to drive revenue. For example, drivers utilize the ICI to note overflowing bins, locked gates, and contamination at the curb. Drivers also use the ICIs to document extra bags and other chargeable items at the curb, generating an additional $2 million in revenue every year.	$195,682 $96,380.79 $6,230 $173,910.27 $12,925.76 $187,973.50 $6,068.87	$750,000+	*

City of Fort Smith	Government	Arkansas - AR	The City of Fort Smith Arkansas and Rubicon entered into a partnership to deploy RUBICONSmartCity™with the City's Division of Solid Waste Management's full fleet of 40 vehicles. The City procured Rubicon's technology through the HGACBuy purchasing consortium. The City was particularly focused on reducing the number of missed pickups through near-real-time collection monitoring; the number of go-backs through service verification information; and identifying areas to improve route efficiencies that would result in the conservation of time, resources, and taxpayer dollars. Rubicon's preliminary analysis showed that by running a route optimization exercise, the city has the potential to realize $172, 000 in annual cost savings. Additionally, by deploying our technology, the City has the potential to recognize an estimated $245,000 in annual cost savings.	Multiple transactions starting at $8,000	$200,000+	*

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.	Rubicon deploys a sales force across four distinct territories within the United States and Canada. Each territory is managed by a Partnerships Manager who is responsible for expansion of RUBICONSmartCity as well as ongoing customer support and relationship management. The Partnerships team is supported by an analyst and a leadership team of two. RUBICONSmartCity's sales team consists of seven individuals. Please see attached documents highlighting partnership team territories in the United States and Canada in the zip file titled "Team & Territories".	*
24	Dealer network or other distribution methods.	Not applicable. Rubicon is the sole provider of our solutions and does not employ a dealer network or maintain other distribution methods.	*
25	Service force.	RUBICONSmartCity's service force includes a team of six Customer Success professionals that provide the highest level of customer service in the industry. The team is based across the United States, allowing tailored hours and response times based on customer location. Each city partner is assigned a specific Customer Success Manager as a point of contact throughout the contract. This tailored approach that emphasizes long-term support allows Rubicon's Customer Success team to build strong relationships with our customers, leading to a high level of satisfaction and best in-class customer support. Additionally, RUBICONSmartCity's Partnership Management team remains involved after a customer procures the technology to ensure there is no gap in service. Please see the attached Organization Chart which breaks down Rubicon's Customer Success Team in the zip file titled "Team & Territories."	*
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.	Rubicon excels in customer support. Our Customer Success Team provides each city a dedicated project manager. Our system is supported by a help desk, and we maintain 99.5% uptime, not including scheduled downtime. Our Customer Success Team is responsive to customer needs and works to resolve issues specific to customer operations based on our tiered support model. Our staff is available Monday - Friday, 8:00am - 6:00pm EDT to answer customer service related questions by phone or email, and we can arrange for specialized support for customers that need additional availability. Please see our Service Level Agreement (SLA) located in the zip file "Support & Services" in the supplemental documents.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rubicon has customers in all 50 states and 22 countries around the world. RUBICONSmartCity has been deployed in over 55 cities in the last four years and continues to grow rapidly. Rubicon is capable and willing to provide RUBICONSmartCity to any participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RUBICONSmartCity has been deployed in Canada, and we are capable and willing to provide RUBICONSmartCity to any participating entities in Canada.	*
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 geographical areas of the United States or Canada that Rubicon will not service during the proposed contract.	*
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 are no entity sectors that Rubicon will not service through the proposed contract. Rubicon provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
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 contract requirements or restrictions applicable to Sourcewell participating entities in Hawaii, Alaska, or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In order to effectively promote this contract opportunity, Rubicon will adopt and execute a multi-channel marketing strategy designed to reach target customers in key geographies. DIGITAL Digital advertising will be a central component of our marketing strategy. Given this channel's precise targeting capabilities, we will be able to effectively and efficiently reach our ideal buyers wherever they are. Digital channels will include: - Display ads on relevant websites (GovTech.com, Government-Fleet.com) - Geo-targeted mobile ads - PPC/Paid search (Google, Bing) - Email campaigns - Press releases - Blog posts - Newsletter inclusions - Website landing page BRAND We will use a range of brand assets to further drive awareness of our status as a Sourcewell-approved vendor. This will include co-branding on high-value brand placements including: - Email signatures - Presentation templates - Official company letterhead - Event banners and collateral - Creative assets used in digital advertising programs (described above) SOCIAL Rubicon's social channels will be a key part of our marketing effort. Using both paid and organic programs, we will advertise on the following channels: - Twitter - LinkedIn - Instagram - Facebook With a Twitter base of well over 100,000 followers, Rubicon's social media presence is a market leader and incredibly well established. OFFLINE In addition to the targeted digital and social approaches described above, we will also run offline advertising campaigns in markets where such opportunities are available. Offline approaches are essential in the municipal government space because many target customers can only be reached with traditional offline advertising. These offline campaigns will include: - Billboards/out-of-home placements - Transit advertising - Print publications, like Government Executive and Municipal World Magazine EVENTS Rubicon participates in numerous events across the calendar year, at various levels of involvement including: - Government Fleet Expo & Conference - WasteExpo - SWANA WASTECON - US Conference of Mayors - African American Mayors Association - National League of Cities Rubicon's marketing and sales teams will promote Sourcewell to customers at those venues. *Please see attached for a sample of representative marketing materials in the zip file titled "Marketing Materials."	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rubicon uses the latest marketing technology and digital data to enhance the effectiveness of our online marketing. Through search engine optimization, Rubicon organically ranks higher than competitors in searches for the services provided. Additionally, Rubicon's paid online marketing offers target prospective clients on search engines, display and video ads, and social media platforms. On popular search engines like Google, Microsoft Bing, Yahoo, and AOL, Rubicon uses content driven by keyword research and competitive analysis. Rubicon also uses technical and conversion rate optimization of our website structure, content, and metadata to rank highly in the organic results for searches for services that we provide to businesses and government. In addition to these organic optimizations and content efforts, Rubicon also bids on the Google Ads and Microsoft Ads platforms to show search ads above the organic results on important keywords that lead to valuable customers. Over the years, Rubicon has optimized and improved its search marketing effectiveness and performance through AI optimizations, content testing, audience analysis, and data management. In addition to search advertising, Rubicon also effectively uses the display and video marketing on both the Google Display and Microsoft Audience Networks to retarget users that have shown interest in Rubicon but have not yet converted, to offer case studies, how-to guides, and research on their services to companies in the decision funnel. Rubicon also reaches out to potential customers on social media networks like LinkedIn, Facebook, and Instagram. Rubicon uses its vast network of customer data to focus on companies, cities, industries, job titles, locations, demographics, and other characteristics of users of these social networks that may be interested in using Rubicon's services. Rubicon also takes advantage of AI technology and audience tools to optimize and find the best-converting consumers. Over the years, Rubicon has tested hundreds of different social media ads and messages, including images, carousels, videos, promotions, retargeting, case studies, guides, and more, to provide their audience with the best information about the company and find the best-converting content for each type of platform. Rubicon works with a digital media agency at the cutting-edge of online marketing and audience trends. Weekly, the marketing and content team meets with the agency team to review performance metrics and discuss ongoing and upcoming tests and strategy on each platform. Rubicon also works with representatives at Google/YouTube Ads, Microsoft Ads, and Facebook/Instagram Ads which provide account strategy recommendations and access to the latest marketing tools in beta on each platform. For instance, Rubicon was one of the first companies to test the Video Builder AI tool on the YouTube platform while it was in beta testing in 2019. Rubicon is truly on the leading edge of marketing technology in organic, search, display/video, and social media marketing.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Rubicon's Partnership and Marketing teams will be primarily responsible for promoting the contract arising from this RFP. Our team would look to Sourcewell for listing our participation on its website and supporting our marketing teams with an occasional retweet or share. A Sourcewell-awarded contract would serve as our primary procurement pathway for Rubicon's current and potential municipal customer base.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. The RUBICONSmartCity™ product is available for e-procurement through AWS Marketplace. Governmental entities click to subscribe, at which point we receive the order to fulfill.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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.	Training is conducted by Rubicon's Customer Success Team. A dedicated Customer Success Manager is assigned to each city partner, who manages all contract obligations and effectively triages requests as necessary. Rubicon offers training and support in the following formats: - In-Person, On-Site Training - Remote, Webinar Trainings - New Staff Training - Scheduled Training for Major Software Updates - On Site Training Manuals & Materials Please see additional details in the attachment titled "Training and Support Services" within the zip file titled "Support & Services."	*

37	Describe any technological advances that your proposed products or services offer.	RUBICONSmartCity incorporates numerous technological advances, including: SERVICE VERIFICATION FOR SOLID WASTE Traditional telematics can't fully address the specific needs of the solid waste industry. That's why Rubicon developed a method for using telematics and other data to verify service for both residential and commercial solid waste customers. To verify that service has occurred in a particular area, our solution leverages the In-Cab-Interface (ICI), a smartphone or tablet loaded with Rubicon's driver application, and a best-in-class telematics device (Pod), to collect a multitude of parameters about the operation of solid waste vehicles. Using the speed and location of a solid waste vehicle in conjunction with a geocoded customer address, we are able to verify that the vehicle was servicing the area. Our patented technology analyzes the collected parameters to determine if service could have taken place. For commercial locations, Rubicon adds an additional parameter verifying that waste or recycling service has been completed through its patented "shake" technology, which is unique to the market and incorporates vibration and sound to verify service. APP-BASED FLEET MANAGEMENT Rubicon's fleet management solution runs on any smartphone - a major technological leap that dramatically reduces the need for hardware to be installed in vehicles. Our app-based software was designed to work on a smartphone (e.g. iPhone), which allows users to simply download our software to deploy our fleet management solution for heavy-duty fleets like garbage trucks. In heavy-duty industries like solid waste, where installation of hardware can interfere with the vehicle's performance, a software solution lowers costs and reduces time to deployment. In addition, using smartphones makes RUBICONSmartCity a portable system, transferable from vehicle to vehicle. When a vehicle is out of service - as happens often in heavy-duty industries like solid waste and street sweeping - the technology can simply be moved to the replacement vehicle. INTEGRATIONS WITH OTHER SYSTEMS Rubicon integrates with other essential software systems out of the box. RUBICONSmartCity is integrated with Google Maps and MapBox and provides a public facing REST application programming interface (API) for RUBICONSmartCity clients. Rubicon understands the importance of software integrations and will work with cities to effectively support any key integration projects. EDGE COMPUTING AND MACHINE LEARNING Fleet vehicles are critical, often underutilized, city assets. Garbage trucks, in particular, are one of the only vehicles that go up and down every single street in the city at least once per week. Rubicon's technology enables garbage trucks to collect various city insights without the need for additional resources, transforming waste (and other city fleet) vehicles into roaming data collection centers. Rubicon's next generation camera technology, RUBICONVision, helps turn solid waste vehicles into the city's eyes and ears, taking stock and recording important infrastructure data as drivers go about their normal routes. Rubicon's technology can detect, for example, potholes. Unlike other "dash cams" or vehicle-mounted "safety cameras" Rubicon's device uses powerful edge computing. Edge computing can process large amounts of data on the vehicle itself, reducing internet bandwidth and cellular data usage. This both reduces costs and ensures that applications can be used effectively in remote locations.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Rubicon's commitment to sustainability stems from our mission to end waste and is embedded into everything we do. Sustainability is at the core of our business and was the central organizing principle of the company during its founding in 2008. Led by our Chief Sustainability Officer, who sits on our Executive Leadership Team, we strive to meet the highest environmental standards and are one of the only companies in the waste industry that discloses its GHG data. Through our in-office composting initiative we have diverted 28,147 lbs. of food waste from landfill since 2017. In order to drive sustainability, RUBICONSmartCity enables cities to manage waste operations efficiently and effectively while meeting their sustainability goals. Cities utilize RUBICONSmartCity to: - Reduce Paper: RUBICONSmartCity enables cities to digitize operations including route sheets, pre/post trip inspections, and weight tickets. Upon the implementation of our technology, the City of Spokane, WA saved $25,000 in printing costs alone by digitizing their operations. - Reduce vehicle mileage and associated greenhouse gases: With RUBICONSmartCity, cities can optimize routes reducing associated vehicle miles travelled and trip length. As heavy-duty vehicles contribute significantly to GHG emissions, any reduction in trip time	

and miles traveled will reduce associated emissions.

- Reduce Contamination: RUBICONVision is able to detect material contamination as recyclable materials are dumped into the hopper. This data will help the City better understand their waste streams, target education outreach, and improve mitigation efforts to reduce contamination.

The following highlights a selection of Rubicon's "green" certifications and initiatives.

B-CORP

In 2019, B Corp awarded Rubicon "Best for the World" recognitions for "Environment," scoring among the top 10% of all B-Corps, as well as "Corporate Governance" in 2017, 2018.

CARBON SAVINGS

Rubicon closely tracks CO_2 emissions and is actively working towards achieving net zero emissions. In our office headquarters alone, we were able to eliminate 20.4 tons of CO_2 emissions by eliminating single use plastics:

- Cloud-based, asset-light company, owning no hard assets such as trucks or disposal facilities
- Corporate sustainable travel policy and fully subsidize access to public transportation for employees
- Sustainable office supply purchasing policy

CIRCULAR SOLUTIONS

We optimize and manage customers' waste and recycling portfolios by delivering cost-savings and sustainable solutions.

- Worked alongside our partner, Wegmans, to divert approximately 30,000 tons of food scraps to compost or aerobic digestion in one year.
- Between 2017 and 2019, Rubicon increased one commercial customer's landfill diversion rate by 47%.

In 2019, Rubicon published our first annual sustainability report titled "Toward a Future Without Waste" reporting on the progress our company as well as customers had made towards meeting our mission to end waste. The report details an array of sustainability solutions based on the company's experiences delivering positive environmental results for Rubicon's customers - both commercial and municipal.

Please find a full copy of Rubicon's ESG report here: (https://www.rubicon.com/esg-report/)

TRICK OR TRASH

Rubicon's Trick or Trash program was designed to help reduce waste that accumulates each Halloween by providing safe and easy-to-assemble recycling boxes to schools and small businesses, which can be filled with discarded candy wrappers and other snack packaging. This plastic is thin, cheap, and notoriously difficult to recycle. The vast majority ends up in our waterways and oceans. Rubicon's 2020 Trick or Trash campaign reached 730 schools and small businesses in all 50 states, diverting 7,000 pounds of wrappers from landfills and oceans. Not only does this campaign recognize immediate impacts on our environment, but creates long-term awareness and excitement surrounding recycling. We create educational materials -- including lesson plans, fact sheets, and lunch box reminders -- to bring to life the importance of recycling and waste diversion, while introducing the concept of the "circular economy," an important evolution of today's mainstream "take-make-waste" production model.

ARBOR DAY FOUNDATION

Over the course of the last 6 months, Rubicon has planted over 4,000 trees with Arbor Day Foundation. We are looking to quickly ramp up tree planting efforts, gifting trees in lieu of swag at events, celebrating staff and company milestones with reforestation projects and offering travel through tree-related carbon sequestration.

*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Rubicon has earned the following third-party eco-labels, ratings, and certifications: - Certified B Corp - Certified "Best for the World" for "Environment" and "Corporate Governance" categories by B Lab. - Great Place to Work™ (2018, 2019, 2020) - Glassdoor, "Eleven Companies with Seriously Impressive Benefits (2018) - Ellen MacArthur Foundation, Emerging Innovator - World Economic Forum, Digital Disruptor - World's Leading Circular Economy Solutions, Sitra (2020) Rubicon is a signatory of the following environmental agreements: - Inaugural Signatory of the New Plastics Economy Global Commitment - UN Global Compact - The Climate Pledge by Amazon and Global Optimism Rubicon maintains strategic partnerships with the following organizations to execute on our mission to end waste: - Ocean Exchange - rePurpose - TRUE Zero Waste - U.S. Composting Council - United Nations Global Compact - World Business Council for Sustainable Development. Additionally, We partner with Trucost, part of S&P Global, a leader in carbon and environmental data and risk analysis, to verify the methodology Rubicon employs to determine landfill diversion rate and how much carbon our clients avoid emitting by choosing non-landfill solutions. Trucost validated the methodology most recently in early 2020.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Although Rubicon is not a WMBE, SBE, Veteran owned business, we are proud to sub-contract installation services with Orbital Installation Technologies - a certified Geotab installer and a certified WBE in the State of Indiana and certified National WMBE by Women's Business Enterprise National Council. Please find a copy of Orbital's WMBE certification in the zip file titled "Certifications." Orbital is also a certified RUBICONSmartCity installer, with experience installing our technology in more than ten other cities. Rubicon will be contracting out 100% of its subcontracting work to Orbital, making Orbital a key player in the fulfillment of our contracts. Orbital is a trusted partner that provides best in-class installation services. Rubicon is also an Equal Opportunity Employer. It is the policy of the Company to provide equal employment without regard to race, color, age, religion, sex, national origin, disability, veteran's status or sexual orientation. Rubicon is also committed to taking affirmative action in seeking and assisting workers who may have formerly been excluded from the mainstream of employment to meet job standards and thus reach their full potential.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rubicon offers the following unique attributes to participating entities: - Fleet management for the specific demands of heavy duty vehicles, including solid waste. - Rubicon is the only fleet management provider that specializes in solid waste - we manage solid waste for the biggest brands in North America. Please find a selection of these brands in the attached document titled "Rubicon Proud Partners." - Software built for front-line municipal workers. - Remote operations for essential workers, designed to keep operations running while putting as few workers in harm's way as possible. - App-based software to speed deployment, reduce costs, and avoid unnecessary installation on heavy-duty vehicles. - Rubicon is the only fleet management technology provider with an environmental mission and certified B-corp status, putting us in the vanguard of environmental and social leadership. - Development Partner Opportunity: We build our software in lockstep with our municipal government development partners. Municipalities are eligible to take part in our development program to pilot and test our emerging technology.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, Rubicon's warranties cover all products, parts, and labor. Devices in use outside of those provided by Rubicon are not covered under the terms of this warranty.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose restrictions or other limitations that adversely affect coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Rubicon's warranties cover technicians; travel time and mileage expenses to perform repairs under warranty.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the United States or Canada for which Rubicon cannot provide a certified technician to perform warranty repairs. Rubicon's partner, Orbital Installation Technologies, provides repair services for our customers. Orbital's certified technicians install, test, and configure the Pod telematics device and RUBICONVision camera.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, all devices provided by Rubicon are covered under the terms of warranty.	*

47	What are your proposed exchange and return programs and policies?	Rubicon runs a two-week calibration period at the beginning of every contract for all Rubicon hardware. During this period, if any of the Rubicon-issued devices fail, Rubicon will replace them at no charge and without counting these replacements against the warranty agreement. Exchanges and returns under other circumstances will be considered on a case-by-case basis. Full warranty details are provided below; ICI DEVICE WARRANTY In the event an issue is discovered with one of the ICI devices, Rubicon will replace the device on a schedule agreed upon in advance with the customer. Rubicon will replace a specific number of ICI's per year tailored to the number of devices included in each contract. Rubicon will also replace any other standard hardware - tailored to each contract (charging stations, cables, mounts, etc), at no cost. Hardware replacements beyond these numbers will fall outside of the warranty. Devices outside of the warranty period will be the responsibility of the city. Replacement devices can be ordered through Rubicon and billed to the city. POD DEVICE WARRANTY Rubicon will replace up to a specific number of pod devices per year under the basic pricing proposal included in this response. This exact number depends on the number of devices purchased. Rubicon also will replace any other standard hardware (mounts, harnesses, cables, etc), up to a specific number per year, at no cost. Hardware replacements beyond these numbers will fall outside of the warranty. Devices outside of the warranty period will be the responsibility of the City. Replacement devices can be ordered through Rubicon at the price outlined in the contract and will be billed to the City. In addition, Rubicon runs a calibration period at the beginning of every contract. This testing period takes place immediately once the devices have been installed in city vehicles. The period lasts up to two weeks. During this period, if any of the Rubicon-issued devices fail, Rubicon will replace them at no charge and without counting these replacements against the warranty agreement. HARDWARE REPLACEMENTS OUTSIDE OF WARRANTY Rubicon will work with the city to determine standard operating procedures to report, qualify, and execute hardware replacements. If the city has purchased the hardware, replacement of any devices outside of the warranty period will be the responsibility of the city. Replacement devices can be ordered through Rubicon and will be billed to the city. If the city is leasing the hardware throughout the duration of the contract, Rubicon will work with the city to establish a standard process for the reporting and qualifying hardware replacements.	*
48	Describe any service contract options for the items included in your proposal.	Rubicon does not offer additional service contract options. Our warranties and Software as a Service (SaaS) model enable us to provide ongoing service and support for the life of the contract. Please see attached a copy of Rubicon's standard Service Level Agreement (SLA), which outlines our service and support commitments, within the zip file titled "Support & Services."	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Rubicon offers financing options for government entities. This includes, but is not limited to, monthly payments and customized deferred payment schedules. Any applicable monthly charges and payments will utilize the Tier 1 cost structure set forth in the included pricing proposal. Additionally, please take special note that financing or special payment schedules are not available for every line item.	*
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.	Rubicon is directly responsible for all actions associated with the order process. This includes the processing of purchase orders (PO) via our Smart City and Accounting teams. Once a PO has been received and processed any and all applicable shipping arrangements will be arranged and communicated directly from Rubicon's Customer Success team. This includes packing, shipping, insurance and the communication of the associated tracking information. Additionally, the 2.5% Administrative Fee will be handled through Rubicon's Accounting department within the 45 day window allowed by Sourcewell. Rubicon monitors and tracks all of its sales through Salesforce CRM. This tool will assist in the tracking and reporting of all earnings to Sourcewell quarterly. The report will be delivered directly from Rubicon's Smart City department.	*
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?	No, Rubicon does not accept P-card procurement and payment process at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rubicon's pricing model is line-item and includes the reflected discounts from MSRP. Rubicon's technology suite includes both hardware and software as a service. Each can be bought separately to afford members the most flexibility when it comes to cost. Please see the submitted pricing proposal for details on the structure of Rubicon's pricing model and associated discounts (see attached "Sourcewell Pricing Proposal")	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are delighted to offer Sourcewell participating entities a discount of up to 62% off of MSRP. The discount is based on the MSRP of each line item. Each line item has its own MSRP and the discount off MSRP is dictated by quantity/volume. Please see full details in the attached "Sourcewell Pricing Proposal."	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	All quantity discounts are directly associated with the number of vehicles in which RUBICONSmartCity will be deployed. Further specifics pertaining to quantity pricing discounts are set forth in the submitted pricing proposal.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Rubicon has not had the need to procure "sourced products or related services" as "open market" items or "nonstandard options." If it were to become necessary to meet the needs of a Participating Entity, we would establish a process that meets industry standards to do so.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All associated costs are set forth in the submitted pricing proposal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost for freight, delivery or shipping. If a device is damaged or defective upon receipt, Rubicon will ship a replacement device via Air ship method prior to receiving the returned device.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Domestic freight is shipped via FDX Ground for both outbound and inbound shipments. Transit times for outbound and inbound are based on FDX Ground transit schedules posted online. All shipments are insured for the market value of the goods. Domestic shipping is considered FOB; international shipping is shipped via DDP incoterm unless otherwise stated. Shipments to Alaska and Hawaii are via Air.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Packing materials (boxes, dunnage, etc.) are recyclable to support sustainability. We encourage all of our customers to recycle the shipping containers when they arrive at the end destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find Rubicon's pricing proposal in the attachment labeled "Sourcewell Pricing Proposal."

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.	The following self-audit process will be employed to verify compliance with the Sourcewell contract. 1) Rubicon will evaluate new purchase orders against the Sourcewell Participating Entity database. 2) Once verified as a Participating Entity, the RUBICONSmartCity team will confirm pricing is commensurate with the Sourcewell pricing schedule. 3) Upon contract execution, the customer created in Rubicon's accounting system and assigned a unique ID indicating the Sourcewell relationship. 4) Once Rubicon invoices the customers, the associated 2.5% Administrative Fee is submitted to Rubicon's Accounting department for processing. 5) Rubicon will remit the Administrative Fee payment within the 45-day terms, as allowed by Sourcewell. 6) Quarterly, the Accounting team will provide a detailed sales register to reconcile the administrative fees processed for Sourcewell.	*
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.)	Rubicon proposes a 2.5% administrative fee to be paid to Sourcewell upon Rubicon receiving payment qualified sales. The administrative fee compensates Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. The fee is calculated as a percentage of sales under the contract and will not impact the Member's cost of goods.	*

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.	RUBICONSMARTCITY™ RUBICONSmartCity™ was specifically designed to help city governments run faster, smarter, and more effective waste, recycling, and municipal fleet operations. Our technology is purposely-built through the eyes of municipal drivers and supervisors to best meet their specific needs. The resulting proprietary platform, RUBICONSmartCity, empowers municipal governments to streamline operations and work towards long term sustainability goals while improving customer service. The solution consists of Rubicon X, Rubicon Y, and the Portal. RUBICONSMARTCITY HARDWARE RUBICON X: In-Cab-Interface (ICI) Rubicon's ICI enhances solid waste drivers daily workflow. The ICI is purpose-built as a flexible solution allowing any operator to use any ICI in any vehicle. The ICI's portability ensures that Participating Entities only need as many devices as there are daily routes, reducing the need to procure hardware for every vehicle in a fleet. Our plug and play solution comes preloaded with Rubicon's proprietary driver application and no hardwiring is required for installation. Key Features: - Collect service verifications without RFID - Digitized DOT compliant pre and post-trip reporting - Digitized weight ticket entry - Daily route management - Turn-by-turn directions to disposal sites, truck yard, box yard, customer locations, or along a sequenced route - Identify city insights (i.e. potholes, graffiti, road conditions, etc.) - Exception flagging (i.e. bin not out, broken bin, etc.)	

Option 1: Phone - iPhone XR

- 6.1-inch (diagonal) all-screen LCD Multi-Touch display with IPS technology
- 1792-by-828 pixel resolution
- Built-in rechargeable lithium-ion battery
- 64GB storage capacity

Option 2: Tablet - iPad Mini 5

- 7.9-inch (diagonal) LED-backlit Multi-Touch display
- 2048-by-1536 pixel resolution
- Built-in 19.1-watt-hour rechargeable lithium-polymer battery
- 64GB storage capacity

Included accessories:

- Ruggedized cases: Rubicon's ICI is secured in a military-grade case, protecting it from drops, dirt, scrapes, and bumps.
- Charging station: Provided to store and charge all ICI devices overnight in a central location.
- Dash/windshield mount: Placed in the front dash in the cab of the vehicle, the mount provides a sturdy cradle for the ICI while allowing the ability for driver's to flexibly capture exceptions in the field.
- Vehicle chargers: Provided for each ICI to ensure they are charged throughout the duration of a route.

RUBICON Y - POD

Rubicon Y, also referred to as the Pod, is the latest and most powerful telematics device. The Pod provides precise vehicle tracking and vehicle diagnostics and is the best-in-class telematics device for city, state, and federal government heavy-duty fleets worldwide.

Key features:

Once installed, the Pod provides state-of-the-art GPS technology, g-force monitoring, and engine and battery health assessments. All of the data collected by the Pod device is transmitted to Rubicon's Portal in near real-time.

Installation:

Rubicon provides full installation and implementation of the Pod telematics devices in the city's vehicles via our third-party installer network. The device plugs directly into a vehicle's OBD-II port and requires no driver interaction. The Pod device does not require a dash-mounted antenna or any wire splicing. Total installation takes less than 30 minutes per vehicle.

Specifications:

Operating Temperature

-40 to +85 °C

Mechanical

Weight: 70 g (0.15 lb)
Dimensions:75mmL×50mmW×23mmH
Housing: Flame retardant black ABS Electrical

Compliance

Standards: FCC, IC, PTCRB, NOM, HERO (select SKUs)*, HERF, HERP, CE, Emark, RED, REACH, RoHS, WEEE, RCM

RUBICON Z: RUBICONVision™

Rubicon Z, also known as RUBICONVision™, consists of a forward-facing camera mounted on the inside of the windshield facing the road paired with an artificial intelligence (AI) based computer installed in the cab of the vehicle that processes images from the camera in near real-time. The system provides critical information to city staff without requiring any driver interaction. The system is provided as a single hardware package with components listed below. RUBICONVision is able to run the following features:

- STROBE

RUBICONVision's "Strobe" feature collects images along the route to show City staff exactly what drivers encounter through the entirety of their route. The images RUBICONVision collects - without any driver interaction - can help resolve customer issues, proactively identify problem areas, and provide an extra layer of transparency.

- STREET SWEEPING SERVICE CONFIRMATION

RUBICONVision's "Street Sweeping" feature reports the amount of time street sweepers have spent on or off curb to more accurately understand where service took place or not throughout a city. Additionally, if the street sweeper came off curb, the Camera - working in tandem with the Computer - classifies why the vehicle went off curb (i.e. vehicle, pedestrian, construction zone, etc.) and sends the information to the Portal. *

- OVERFLOWING BIN IDENTIFICATION

RUBICONVision's "Overflowing Bin" feature identifies bins, set out at the curb, that are overstuffed. Near real-time data about time, location, and the associated image is communicated to the Portal.

- POTHOLE DETECTION

When running the "Pothole" feature, images of potholes are captured and reported back to the Portal for review without requiring any driver interaction. The onboard computer analyses images captured while the vehicle is on route and if a pothole is recognized, places a red box around the pothole and transmits the image to the Portal for review. These images can be analyzed by office staff in the Portal or be exported into Excel.

RUBICONVision HARDWARE

Component 1: High-definition camera

RUBICONVision includes a front facing high definition camera that is securely mounted to the dashboard of solid waste and street sweeper vehicles. Unlike other cameras on the market, RUBICONVision takes static pictures every few seconds that are processed directly on the vehicle itself and sent to the cloud providing information in near real-time to the Portal. This removes the need to filter through hours of video footage, or to regularly pull memory cards from a vehicle's video systems.

Component 2: In-cab computer

RUBICONVision includes a small computer installed in the cab of solid waste and street sweeper vehicles that incorporates Artificial Intelligence (AI) to process images from the HD camera on the "edge." With edge computing, large amounts of data can be processed on the vehicle itself, reducing internet bandwidth and cellular data usage. This both eliminates costs and ensures that applications can be used effectively in remote locations. The computer portion of RUBICONVision is hard-wired to the truck's battery; when the vehicle starts, the device begins operating.

SOFTWARE

Portal

The Portal is a password-protected, browser-based dashboard that helps centralize decision-making, provide operational oversight, and view all data related to a city's solid waste and street sweeping operations. Rubicon X, Y, and Z continuously report integral data to the Portal in near real-time. Levels of access are configurable and provided to an unlimited number of users.

Key Features:

- Near real-time fleet monitoring
- Breadcrumb trails and route playback to view how drivers ran specific routes
- Digitized customer, route, vehicle, and asset information can be searched, edited, and exported
- Verify service of specific areas
- Enhanced customer service workflow
- Route creation, planning, and editing for heavy-duty fleet operations
- Comprehensive and dynamic route sequencing to aid in the routing and dispatching of ad hoc, bulk, cart delivery, and residential routes for solid waste and recycling operations
- Daily remote management with the ability to push updates to drivers in near real-

		time - Geofencing of disposal sites and operational facilities - Operational insights and reporting - Driver performance (start/stop time, time on site, speeding, hard braking, hard turning, hard acceleration, idle time, etc.) - Vehicle health (fault code information, critical fault code e-mail alerts) - Operational (Pre/post trip reports, disposal ticket information, route completion data) - Customer Service (route issues reported, customer history information) Specifications: The Portal is compatible with Google Chrome, Microsoft Edge, and Mozilla Firefox. SERVICES Fleet Optimization Rubicon provides full fleet optimization services for recurring residential solid waste and recycling routes, as well as street sweeping operations. We define fleet optimization as optimizing every fixed, recurring route in a city's operations. This process takes around six months and involves close cooperation between the city and Rubicon. Fleet optimization is a complex process that encompasses more than simply identifying the shortest route between points on a map. In addition to distance, specific constraints are taken into consideration ranging from the number and location of required stops, to turns and intersections along a route, among others identified by the city. Fleet optimization, when based upon comprehensive data about city fleet operations can save cities significant time and money. For example, in a fleet optimization scenario Rubicon ran for the City of Atlanta, we identified the potential to decrease the number of weekly route hours run by waste and recycling vehicles by 6.1% and decrease the number of miles driven by 7.8%; saving the City over $300,000 annually on optimization and over $750,000 when including savings leveraged from technology. When optimization is matched with our technology, cities can unlock significant ROI. Rubicon's optimization process differs from its competitors in the market in several ways. First, Rubicon does all the heavy lifting, removing the burden of significant time commitments from city personnel. Fleet optimization is a complex, complicated, and time consuming process that we guide our city partners through in an iterative and collaborative way. We optimize all of the customer's routes offline and then provide the tools necessary to keep them up to date and balanced within our Portal. Our process is designed to keep optimizations as simple as possible for the customer. Second, Rubicon's process differs because of the power of our in-truck technology. Utilizing data gathered by the Pod telematics device and ICI, Rubicon bases our optimization recommendations on observed fleet data combined with pre-existing data from the city. This secondary validation process ensures the data is clean and not simply based on projections or estimates. Finally, Rubicon's in-truck technology also offers unique capabilities that assist cities in implementing the new, optimized routes. For example, changes to recurring routes after optimization can be immediately pushed to drivers through the ICI and assist them via turn-by-turn navigation as they learn their new routes. The ICI also provides stop-by-stop notes to help drivers learn their new customers and relevant service alerts at each address. And the ICI collects additional data that can be used to optimize routes over time.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Heavy-Duty Fleet Management - Solid Waste Fleet Management - Solid Waste Operations Management - Solid Waste Work Order Management	*

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	Not currently available through Rubicon.	*
67	Fleet technology related hardware solutions	◉ Yes ○ No	Rubicon's fleet technology hardware suite includes Rubicon X: In-Cab-Interface, Rubicon Y: Pod, and Rubicon Z: RUBICONVision camera and computer.	*
68	Fleet related software solutions	◉ Yes ○ No	Rubicon provides comprehensive fleet management software solutions for heavy-duty vehicles including a specialization in solid waste. These offerings include a driver specific software application for the ICI, comprehensive fleet management software in the Portal, and next-gen AI based software as part of RUBICONVision.	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	◉ Yes ○ No	Rubicon's Pod device provides full fleet telematics and fleet monitoring. Asset tracking and geofencing is available through the Rubicon Portal.	*
70	Motor pool and fleet sharing solutions	○ Yes ◉ No	Not currently available through Rubicon.	*
71	Integrated video solutions	○ Yes ◉ No	Not currently available through Rubicon.	

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.	If awarded the Sourcewell contract, Rubicon will track the following internal metrics to measure the success of our contract: - Number of new contracts signed - Compared to prior year without Sourcewell - Compared to contracts signed outside of Sourcewell - Dollar value of new contracts - Time to contract - Customer satisfaction (as measured through annual survey) - Renewals	*
73	Describe your approach to data privacy in regard to your proposed solution(s).	Rubicon understands the importance of data security and privacy. As such, Rubicon has a number of precautions to protect city data that include but are not limited to: - All data is stored in highly secure AWS (Amazon Web Services) data centers; - Data is encrypted in transit with TLS across all services; - We use network firewalls built into Amazon and web application firewalls; - Rubicon has private connections from our offices and to the AWS infrastructure; - Rubicon personnel create and maintain customer access credentials; - From a monitoring perspective, we use Amazon Cloud Watch to monitor our network for specific events and thresholds; and - Lastly, we engage in periodic penetration tests against our own environment to ensure any vulnerabilities are identified. Rubicon also understands the importance of city ownership of data. Rubicon's approach therefore includes the following terms: - Our customers own their data. - All data in our system can be downloaded to Excel, making it easy to port data from our system to another system. Furthermore, in the event of disaster Rubicon has a disaster recovery plan with a business continuity plan. These plans include: DESIGN REDUNDANCY AWS data centers are designed to anticipate and tolerate failure while maintaining service levels. In case of failure, automated processes move traffic away from the affected area. Core applications are deployed to an N+1 standard, so that in the event of a data center failure, there is sufficient capacity to enable traffic to be load-balanced to the remaining sites. BUSINESS CONTINUITY PLANNING AWS' Business Continuity Plan outlines steps to ensure that AWS can continue to serve its customers in the case of a disaster. The company models scenarios, including environmental disasters and pandemics, that may affect its operations and bases its planned actions on these scenarios. A comprehensive disaster and business continuity plan will be provided upon request. BACKUPS AND RECOVERY Our entire application is deployed in the AWS cloud. We use RDS SQL server in the AWS with AWS Multi AZ for the failover mechanism (Multi Availability Zone: https://aws.amazon.com/rds/details/multi-az/). We also have an automated backup system which enables a 7 day backup.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

c. 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 matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Allegretti, Chief Strategy Officer, Rubicon Global, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	☑	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	☑	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	☑	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	☑	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	☑	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	☑	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	☑	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	☑	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1