

**Solicitation Number: 020221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Agile Fleet, Inc., 14101 Willard Road, Suite A, Chantilly, VA 20151 (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.

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

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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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

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.

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 Entities 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.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell 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 Sourcwell, the Vendor will pay an administrative fee to Sourcwell 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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 the Trademark(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.*



- 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.

## 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:

- 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

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

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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell 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 Sourcwell 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

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

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

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

Agile Fleet, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: COFD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/24/2021 | 1:00 PM CDT

DocuSigned by:  
**Edwin E. Smith**  
By: 5B86DA55858D4A2...  
Edwin E. Smith  
Title: President  
Date: 4/8/2021 | 5:38 AM PDT

Approved:  
DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 4/8/2021 | 7:46 AM CDT

# RFP 020221 - Fleet Management Technologies with Related Software Solutions

---

## Vendor Details

Company Name: Agile Fleet, Inc  
Does your company conduct business under any other name? If yes, please state: Agile Access Control, Inc. << We changed names 12/30/2020  
Address: 14101 Willard Rd; Suite A  
Chantilly, VA 20151  
Contact: Ed Smith  
Email: esmith@agilefleet.com  
Phone: 408-213-9555 501  
Fax: 703-832-8729  
HST#: 770553957

## Submission Details

Created On: Thursday January 14, 2021 14:45:49  
Submitted On: Wednesday January 27, 2021 07:51:30  
Submitted By: Ed Smith  
Email: esmith@agilefleet.com  
Transaction #: 2712a9a5-8da3-4cb2-a67f-2e4ff444e369  
Submitter's IP Address: 72.202.212.9

---

## 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):	Agile Fleet, Inc. previously Agile Access Control, Inc.
2	Proposer Address:	14101 Willard Rd; Suite A Chantilly, VA 20151 USA
3	Proposer website address:	www.AgileFleet.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):	Edwin E Smith President 14101 Willard Rd; Suite A Chantilly, VA 20151 esmith@agilefleet.com (408) 213-9555 x501
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Edwin E Smith President 14101 Willard Rd; Suite A Chantilly, VA 20151 esmith@agilefleet.com (408) 213-9555 x501
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ron Katz Sr. Director of National Accounts 14101 Willard Rd; Suite A Chantilly, VA 20151 rkatz@agilefleet.com (408) 213-9555 x535

**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.	<p>We have been in the business servicing the fleet management market since September of 2000, i.e. more than 20 years. Agile is the developer of the FleetCommander fleet management software. The company was formed in September of 2000 and has been serving government, educational, commercial, utility, and other fleet customers ever since. We have been an Sourcewell partner for the past eight years.</p> <p>In addition to the fleet-related products and services we offer, we provide an extremely high level of customer service. In our core is a philosophy that we are "approachable innovators". Every employee has this mindset. Our core values are:</p> <ol style="list-style-type: none"> <li>1. Strong Partnerships - Building and maintaining strong partnerships is the foundation of our success.</li> <li>2. Initiative - We take responsibility for our roles. We're proactive and we think outside the box.</li> <li>3. Approachability - We are friendly, unpretentious, and welcoming.</li> <li>4. Integrity - We are trustworthy, fair, and ethical, and we expect the same from our colleagues, clients, and partners.</li> <li>5. Flexibility - We are Agile. We happily adapt to changing priorities and conditions to achieve success.</li> </ol>
8	What are your company's expectations in the event of an award?	Our expectations are that we would continue to have a mutually beneficial relationship as a Sourcewell partner. We have been grateful to have been selected by NJPA and then Sourcewell for the past two similar tenders.

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.	Agile Fleet, Inc. is a privately held company. As such, we do not routinely provide financial statements. We can provide bank references and other financial data as required. We are financially stable and healthy and have no debt. Our cash on hand far exceeds \$1M. 2020 was our most successful year financially.	*
10	What is your US market share for the solutions that you are proposing?	There is no single company that provides the range of products and services we offer and therefore estimating market share in the US and Canada is complicated. Customers, and even competitors, will attest that we have the most powerful fleet and motor pool system available in the market place. We manage in excess of 50,000 vehicles using our solution. Government and higher education customers represent about 75% of our customer base. We have customers in most market segments in the U.S.	*
11	What is your Canadian market share for the solutions that you are proposing?	In Canada, our clients are in the government and education market space. There is no single company that provides the range of products and services we offer and therefore estimating market share in the US and Canada is complicated.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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?	We are the manufacturer, i.e., a developer of our core product, Agile FleetCommander. Third-party vendors provide hardware such as secure key boxes and in-vehicle hardware and are used to augment our software solution. However, we perform or directly manage 100% of the installation of our FleetCommander software and key boxes. Our sales/service force is internal, i.e. Agile employees.  Other products offered via Agile, such as touch-screen kiosks, key boxes, and in-vehicle technology are off-the-shelf solutions that are simply added to FleetCommander to increase the total benefit to the end user. We are the single focal point for support and service of these items. In the even that we use outside individuals for service (e.g. installing GPS equipment), we are 100% accountable and we manage the relationship with the third parties.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**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	<p>Our team is consistently recognized by our customers for our exceptional level of service and the return on investment that our solution provides. In addition, we are invited to speak at the highest profile fleet conferences in the nation. This past year in particular, we were honored to be asked by the National Association of Fleet Administrators to be on their COVID-19 fleet pandemic panel.</p> <p>Last year, we received an outstanding customer satisfaction rating comparable to those received by iconic brands such as Apple Computer, Netflix and Amazon. The ranking was based on the Net Promoter Score® (NPS) model for standardized customer loyalty metrics. Agile's recent customer survey resulted in a NPS of 67, which is considered outstanding. Ratings can range between -100 and 100. A score above 50 is considered excellent. Apple Computer, Netflix, and Amazon ratings were 66, 64, and 66 respectively. The NPS® system is a registered trademark by developer Fred Reichheld, Bain &amp; Company and Satmetrix and is used by more than two thirds of Fortune 1000 companies.</p> <p>Agile is a well-known and regular contributor at industry conferences and events, to include (but not limited to) National Association of Fleet Administrators (NAFA), the Government Fleet Expo (GFX), Big Ten and Friends Parking and Transportation Conference, National Conference of State Fleet Administrators (NCSFA), and more.</p>
17	What percentage of your sales are to the governmental sector in the past three years	Excluding colleges and universities, 50% of new sales are to the government sector.
18	What percentage of your sales are to the education sector in the past three years	Twenty eight percent of our new sales are to the education sector.
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?	Our only other cooperative purchasing contract is via our GSA partner. Sourcwell is the only cooperative purchasing agreement we hold directly.
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?	We do not hold a GSA contract but we leverage a GSA partner, as required, to close a sale. Average annual sales volume for these is under \$1M USD.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Boise	Craig Croner	(208) 384-3747
State of Michigan	Dave Hofmeister	(517) 241-3472
Iowa State University	Kathy Wellik	(515) 294-1657

**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 *
Washington Metro Area Transit Authority	Government	District of Columbia - DC	Fleet management information system, vehicle reservation system, automated key control boxes, GPS, custom integration	\$5,000 - \$250,00	\$1,379,204
Environmental Protection Agency	Government	District of Columbia - DC	Fleet management information system, vehicle reservation system, automated key control boxes, custom integration	\$500 - \$350,000	\$591,870
State of Iowa	Government	Iowa - IA	Fleet management information system, vehicle reservation system, automated key control boxes, custom integration	\$1,000 - \$60,000	\$373,172
State of Michigan	Government	Michigan - MI	Fleet management information system, vehicle reservation system, automated key control boxes, custom integration	\$250 - \$119,600	\$358,459
Guilford County, NC	Government	North Carolina - NC	Fleet management information system, vehicle reservation system, automated key control boxes, GPS, custom integration	\$100 - \$68,862	\$349,449

**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.	All staff are located within the continental United States. During the pandemic, most sales staff are working virtually from home offices. Our headquarters in Chantilly, VA is still open.
24	Dealer network or other distribution methods.	We sell direct and are the sole distributor of our products and services.
25	Service force.	<p>We are the manufacturer, i.e., a developer of our core product, Agile FleetCommander. Third-party vendors provide hardware such as secure key boxes and in-vehicle hardware and are used to augment our software solution. However, we perform or directly manage 100% of the installation of our FleetCommander software and key boxes. Our sales/service force is internal, i.e. Agile employees.</p> <p>Other products offered via Agile, such as touch-screen kiosks, key boxes, and in-vehicle technology are off-the-shelf solutions that are simply added to FleetCommander to increase the total benefit to the end user. We are the single focal point for support and service of these items. In the event that we use outside individuals for service (e.g. installing GPS equipment), we are 100% accountable and we manage the relationship with the third parties.</p>
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.	<p>Agile's service team is located throughout the DC area and in Washington state and in Indiana. Eight dedicated staff members support our fleet software, products, and services. As needed, service and support team members are available to travel throughout North America to support customers. In addition, we have technical resources available from our hardware manufacturer to travel worldwide in support of any hardware.</p> <p>Manufacturers of hardware products are available to travel on-site throughout North America as needed.</p>
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are willing and able and provide our products and services to Sourcewell participating entities in the United States.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and able and provide our products and services to Sourcewell 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.	Not applicable
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?	We are not aware of any Sourcewell participating entities that we would not service.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We are not aware of any specific contract requirements or restrictions for Hawaii and Alaska or in the US 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.	<p>We execute a marketing program to promote the Sourcewell contract nationally through a variety of venues. A variety of tactics are used to create a comprehensive, synergistic marketing approach. These are described in more detail below.</p> <p><b>Press Releases</b> We regularly release newsworthy information via our press releases. Sourcewell is part of our boilerplate, including the following statement: Agile Fleet solutions are available for direct purchase without the need to solicit competitive bids by states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities, and non-profit organizations via the National Joint Powers Alliance (Sourcewell) national contract. Our email distribution list, which is tailored to target each fleet market segment, has been built over years of experience in the fleet industry. In addition to targeting fleet managers, our press releases are sent to media outlets. Those media outlets routinely pick up our news stories and re-publish them.</p> <p>As part of our roll-out of the Sourcewell contract, we will issue a press release to all of our media contacts as well as our entire 9,000-name email list, and incorporate reminder emails to our contacts on a regular basis. In addition, we will include Sourcewell contract announcement and logo as part of our standard marketing materials.</p> <p>Our Marketing Web site</p> <p>We also promote the Sourcewell contract vehicle via our corporate marketing web site.</p> <p><b>Speaking Engagements</b> We are asked to speak as subject matter experts on the topics of fleet right-sizing, car sharing, and more. We use these opportunities to promote the Sourcewell contract vehicle as permitted.</p> <p>We include Sourcewell promotional information on our printed materials.</p> <p>We promote Sourcewell through the regional and national trade shows that we attend. Our presence ranges from a 10 x 20 booth to a 10 x 30 booth multiple times per year. In addition, we participate in industry webinars and regularly run our own webinars targeted toward government and university fleet markets.</p> <p>In addition to including the Sourcewell logo and contract information on all of our marketing collateral, we regularly use and distribute Sourcewell-provided marketing collateral that specifically addresses the benefits of the Sourcewell contract vehicle.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Agile uses a variety of the latest marketing technologies to ensure national awareness of contract vehicles and product features and benefits. These technologies include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Web Site: Our website is built on the Hubspot Content Management platform. This state of the art marketing automation tool integrates our email capabilities, blogging, contact lists, landing pages, calls to action, and press releases. It enables us to quickly change and update our website, respond automatically to inquiries, and track our marketing effectiveness. In addition, it enables us to increase our search engine rankings by continually adding relevant content to the marketplace, making our site the go-to source for subject matter expertise. All of these initiatives increase Sourcewell's exposure to the marketplace.</li> <li>2. Regular media coverage, specifically on-line fleet-related sites such as Government Fleet, as well as industry publications such as FleetSolutions, the publication of NAFA, and Green Fleet.</li> <li>3. Speaking engagements and feature articles</li> <li>4. Webinars and Open Demos – Sourcewell is mentioned in every webinar and demo</li> <li>5. Blog posts – Sourcewell is regularly mentioned in blog posts</li> <li>6. Print ads</li> <li>7. Online ads</li> <li>8. Social media</li> </ol>



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?	<p>We feel Sourcewell is an integral part of our marketing machine and our sales culture. Using the Sourcewell contract vehicle, and expertise gained from Sourcewell resources and other Sourcewell vendor partners, our sales have grown. We anticipate this will continue. Specific advantages we envision from continuing to partner with Sourcewell include Sourcewell's ability to:</p> <ul style="list-style-type: none"> <li>• Promote the Sourcewell brand so that buyers are familiar with the value of the Sourcewell contract vehicle.</li> <li>• Promote our products and services for K-12, higher education, local and state level government through venues such as the Sourcewell web site and other Sourcewell marketing efforts.</li> <li>• Jointly announce new contact wins that have been placed through the Sourcewell contract vehicles.</li> <li>• Continue to educate our team on how to sell and promote the Sourcewell contract vehicle.</li> <li>• Make introductions to other Sourcewell vendors as well as Sourcewell members.</li> </ul>
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.	No. As our product is so highly configurable, and the sales process is so consultative, we feel ordering via an Agile sales representative is the most effective process for Agile and the prospective customer.

**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.	<p>A variety of training is provided to support the products and services available via the Sourcewell contract vehicles. These include:</p> <p>General web teleconferences – Available for prospective customers that are interested in learning about FleetCommander.</p> <p>System Administrator Training – This is targeted toward the fleet staff responsible for managing the fleet software.</p> <p>Technical / Network Administrator Training – This is targeted toward technical staff that is responsible for managing the technical components of the fleet solution, if required. Note that customers that use Agile's hosted solution and do not have hardware will not require this type of training.</p> <p>End-user Training – Train-the-trainer training can be provided to assist in getting end-users trained on the fleet technology. Note that the design of FleetCommander is such that end-user training is often not required. Rather, a "Welcome email" generated from FleetCommander, sends easy-to-understand instructions and training guidance.</p> <p>Refresher Training – Refresher training, on any topic, can be provided on an as-needed basis.</p> <p>Training is optional and is broken out as a separate line item. This provides for flexibility to meet the unique needs of each customer. Cost is billed at our standard Professional Services rate.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Our company offers a wide variety of technological advances to the fleet industry. These include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) The most comprehensive and advanced car sharing, motor pool, and right-sizing tools available to fleet. New features are released continuously.</li> <li>2) Web-based fleet management tools available in a SaaS or customer-hosted model, including: <ul style="list-style-type: none"> <li>• Maintenance</li> <li>• Parts Inventory</li> <li>• Fuel Management</li> <li>• Risk Management</li> <li>• Driver Management</li> <li>• Mileage Collection</li> <li>• Policy Communication and Enforcement</li> <li>• And more</li> </ul> </li> <li>3) Innovative, real-time fleet status via automatically-updating fleet dashboards</li> <li>4) Wireless, automated odometer collection hardware</li> <li>5) In-vehicle GPS hardware</li> <li>6) RFID Readers / integration</li> <li>7) Custom authentication</li> </ol>

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.	<p>Agile's management team maintains a focus on environmental stewardship, conservation of natural resources, reduction in mobile sources of emissions, and recycling. In 2011, for example, the company's telecommuting policy resulted in a reduction of more than 2,000 gallons of fuel and the associated reduction in emissions from more than 58,000 commuting miles. Employees located in Maryland car pool together to the corporate office in Virginia. Our company actively recycles paper, plastic, glass, metal, and hazardous materials. The president/CEO owns an all-electric vehicle to reduce his carbon footprint.</p> <p>Our products help achieve green initiatives using technology such as:</p> <ul style="list-style-type: none"> <li>• Our telematics tools track idle time, fast acceleration and deceleration, and other gas-consuming activities. This data is available in reports to help change driver behavior.</li> <li>• Software components, such as the carpooling module, help reduce the number of trips needed by encouraging drivers to share a ride</li> <li>• FleetCommander's reservation system has many different ways to communicate green policies and procedures. One fleet reported a 50% reduction in the number of out-of-town trip simply by communicating and enforcing policies regarding personal use of company vehicles.</li> <li>• Savings achieved by fleet right-sizing enables customers to purchase newer fuel-efficient vehicles.</li> <li>• Agile's FleetCommander products and officials are featured in the major industry publication GREEN FLEET, July/August 2013 edition. The fleet industry looks to us as green subject matter experts.</li> </ul>
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.	N/A
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.	None of these apply to our company and the method for selling products. However, our products and services are offered through a Small Disadvantaged Veteran Owned Small Business, Government Marketing & Procurement LLC, the holder of our GSA schedule.
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?	<p>Discriminators of our company, products and services include:</p> <ol style="list-style-type: none"> <li>1. We are U.S.-based. All of our product development, customer support, metal fabrication, hosting and other services are US-based.</li> <li>2. We have the deepest and broadest capabilities with respect to car sharing and right-sizing of a fleet. No other company has the flexibility and configurability of our solution.</li> <li>3. Our FleetCommander software solution has experienced 0 seconds of unscheduled downtime for periods lasting as long as 60 months. Our fault-tolerant hosting environment ensures that services are available to customers when needed.</li> <li>4. Our commitment to our customers sets us apart. Here's what our customers are saying about us:</li> </ol> <p>"I want to sincerely thank you for all your help. Best support around. FleetCommander has been a dream for us. And we get top quality service from Agile customer support." -- Commonwealth of Kentucky</p> <p>"I'd recommend purchasing the FleetCommander product because of its ease of use &amp; excellent customer service. Volusia County does not consider you a vendor; you are a partner. Your product and customer service are awesome." -- Volusia County, FL</p> <p>"It has been going GREAT! I have never been involved in the implementation of a new computer system of any sort that has gone this smoothly. I have never had anything that wasn't responded to in a day. Particularly with questions we've had as the staff has started using the system, it's been great to have a response back to questions so promptly. I really feel that being able to get back to staff with solutions quickly helps with acceptance. I have no idea how you guys do it, but I sure appreciate it." -- Humboldt County, CA Office of Education</p>

**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?	Hardware parts are not involved with our software warranty. All labor is included.  Our standard warranty offering for hardware is to send replacement hardware to replace a failed component. Other options are available. Unique situations such as hardware that is "dead on arrival", should they occur, will be handled on a case-by-case basis in a way that is least impactful on the customer. As needed, on-site will be provided at no cost to remedy the situation.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. This is typically not required. Any hardware that is included as part of our solution is typically repaired by sending the failed component via overnight mail. Replacement is done by the customer. Should the customer desire a technician to arrive on-site, Agile's cost would be passed along to the customer.
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 U.S. that cannot be serviced by a technician. Nearly 100% of warranty work involves a simple swap-out of a single component. This is generally performed by the customer. In the event that a unit is dead-on-arrival at the customer's site, a certified technician will be dispatched to the location or the unit will be returned to Agile.
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?	We are the single focal point for all warranties associated with our offering, whether or not we are the original manufacturer. We coordinate all maintenance and repairs. We pass along manufacturer warranties (generally one-year) and we coordinate out-year warranties on behalf of the customer.
47	What are your proposed exchange and return programs and policies?	If the solution is not custom made-to-order, we may accommodate a return or exchange. These are handled on a case-by-case basis.
48	Describe any service contract options for the items included in your proposal.	Our maintenance and technical support contracts are optional but highly recommended.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Amortization of upfront costs is considered on a case by case basis. We do not currently have leasing or financing options but would consider it.	*
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.	<p>The following general ordering process is used to purchase Agile products and services:</p> <ol style="list-style-type: none"> <li>1. Contact is made with Agile.</li> <li>2. Agile sales representatives consult with prospective customer and work through the best fit with respect to products and services that meet the customers' needs.</li> <li>3. As needed, on-line demonstrations and a 30-day free trial may be used to assist the customer in analyzing the suitability of our products and services. A trial agreement is put in place for each 30-day free trial.</li> <li>4. As needed, references from similar environments will be provided to the customer for evaluation.</li> <li>5. A draft contract may be shared with the prospective customer.</li> <li>6. Once the product and service list is finalized, Agile provides a formal quote. Note, an informal quote may be provided to support the customers planning efforts.</li> <li>7. A contract may be signed by both parties.</li> <li>8. The customer issues a purchase order</li> <li>9. Agile delivers products and services.</li> <li>10. The customer is invoiced.</li> </ol> <p>All payments to Sourcewell have been, and will continue to be, managed by Agile. Agile is a prompt payment vendor.</p>	*
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?	We accept Visa and MasterCard. We do not accept any other type of purchasing card.	*

**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 described in the RFP, the template Contract, and the Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Our pricing is line item pricing.  Our line item pricing is a derivative of our MSRP pricing model. Pricing is discounted for Sourcwell members. Discounts are equal to, or more than, 4.75% on all products and services.
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.	Our line item pricing is a derivative of our MSRP pricing model. Pricing is discounted for Sourcwell members. Discounts are equal to, or more than, 4.75% on all products and services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are reflected in our line item product pricing for our FleetCommander solution.
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.	We can provide sourced products and related services as open market or nonstandard options. To maintain the high level of service, addition of sourced products may require the accompanying support from a third party vendor. That is, our staff cannot be expected to be up to speed on all aspects of training for these sourced products. Sourced products are generally provide at-cost plus 15%. Sourced services may require a quote due to the uncertainty generally found in acquiring new services.
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.	Non-standard support may require a unique quote consisting of professional services. This occurs on less than 5% of all sales. Examples would be the need to work in a secured customer site.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping costs are included in all line item pricing for deliveries within the continental United States.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery outside of the CONUS will be quoted prior to shipment.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.

**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.	We typically offer MSRP pricing. If they use Sourcwell, we give them the discount off of MSRP.

**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.	Agile's internal processes ensure that our team reports all sales under the Contract each quarter and that the Vendor remits the proper administrative fee to Sourcewell. This process, which has been used for the past four years, has proven effective. Notable features of this process include: 1) All accounts which are related to Sourcewell are named with "Sourcewell" in the account name in our account system. 2) At the end of each fiscal quarter, our Operations Manager runs a report of all receivables and generates a spreadsheet of Sourcewell accounts and the related administrative fee 3) Agile's Chief Sales Officer validates the Sourcewell report. Note that this Sourcewell report is reconciled against our internal reports that are used to calculate sales commissions as sales commissions are impacted by whether or not the account was an Sourcewell account 4) Once the Operations Manager and Chief Sales Officer approve the Sourcewell payment, the president of the company reviews the report and approves payment.
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.)	An administrative fee of 2.00% is proposed to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Product Overview</p> <p>Agile's core offering is FleetCommander. FleetCommander is a fleet management system that is 100% web-based. That means users access all features from a web browser. There is no setup required on the user's desktop computer.</p> <p>The term "fleet management system" means many things to many people. Our fleet management solution originated from right-sizing and optimization tools aimed at making it very easy to manage vehicles in a motor pool. The core product has always had powerful features to manage vehicles, drivers, and vehicle requests. The tool has evolved to include many additional features aimed at making a fleet manager's life easier across all aspects of fleet management, including, but not limited to maintenance, risk management, fuel management, odometer collection, carpooling, and more.</p> <p>YOUR OWN FLEET WEB SITE - What is FleetCommander? FleetCommander is your very own web site that is used by you, fleet managers, dispatchers, maintenance personnel, inspection &amp; prep staff, and even your drivers. We never license FleetCommander based on the number of users that access the system. In fact, we know that the more people that "touch" the system, the more efficient the fleet becomes. Site security ensures that each different type of user is only allowed to access the appropriate parts of the system. Your web site looks like you want it. Link FleetCommander to an existing enterprise web site or have it stand-alone. You can customize logos, links, and text to make it uniquely yours.</p> <p>ON-LINE VEHICLE REQUESTS - One of the most effective ways to optimize the use of vehicles is to allow drivers to use vehicles from a motor pool. To make this easy and efficient, FleetCommander includes a customizable, on-line vehicle request form that is completed by your drivers. The form does automatic error-checking, performs automated policy enforcement, and provides a wealth of information to the driver. Your users are encouraged to interact with the FleetCommander system directly. Doing so relieves the fleet staff of the burden of having to enter reservation data. For a user, the average request for a vehicle takes less than 30 seconds. The request is entered right into FleetCommander. The fleet administrator does not need to re-type the reservation request. Drivers receive an automated email and can even check their request status on-line at any time. Compare this to the time and effort it takes to respond to faxes, emails, and phone calls.</p>

**KEY CONTROL** – The optional, automated key control capability enables your fleet drivers to pick-up and drop-off keys night or day, 24 x 7. Each transaction is secure and captured by FleetCommander. Authorized personnel can make requests for vehicles right at the key control kiosk. We also offer a keys-in-the-vehicle dispatch option, similar to commercial car-sharing services. This unique product, called Agile FleetShare™, is fully integrated into FleetCommander with respect to reservations, billing, data collection and reporting.

**FLEET UTILIZATION, OPTIMIZATION & ASSIGNING VEHICLES** - There is a right vehicle and a wrong vehicle to give to a driver. A seasoned dispatcher may know which vehicle is best based on years of experience. Is that dispatcher always available? Fortunately, tools like FleetCommander provide intuitive graphical interfaces to make it quick and easy for even the novice to maximize the efficiency of a fleet. Want to hand out high-mileage vehicles for short trips? Want to rotate through your vehicles in a round-robin fashion? Is there an opportunity to make several trips with the same vehicle in the same day? FleetCommander handles all this for you. And, FleetCommander can even “auto-assign” and “auto-approve” vehicle requests for authorized users.

**VEHICLE MANAGEMENT** - Need to see which vehicles are over utilized? How about underutilized? Want to compare utilization between different sites in your enterprise? Want to compare utilization by type of vehicle? Has management ever asked how vehicles are being used? Do you need a report that shows the utilization rates of each vehicle? A wealth of tools is available to enable you to manage and analyze your fleet.

**USER/DRIVER MANAGEMENT** - One of the more powerful features of FleetCommander is user/driver management. Do you need to look through paper records to see if someone is eligible to drive? Has he or she received the proper training for that vehicle? Has someone's driver's license expired since he last used a vehicle? FleetCommander automatically checks to make sure driver's license information is current. Are you sure that your drivers have seen the latest fleet policy changes? FleetCommander can require that they read about any policy changes each time a new policy goes into effect. FleetCommander can even prompt your users to update their on-line profiles. How is this done in your organization today?

**FLEET DASHBOARDS** - Which activities consume you and your staff? What information do you wish you could see without even touching your keyboard? Take a look at FleetCommander's Dashboards. Dashboards are the ultimate fleet management screens. At a glance, they tell you about what is going on with your fleet, and they update every five minutes.

The Vehicle Use Dashboard shows key information about how many vehicles are leaving and returning, how many vehicles are late being picked up or returned, how many outstanding requests for vehicles are pending, and how many new user registrations have yet to be acted upon by your administrator. You'll quickly know the availability for each type of vehicle in your fleet. The Fleet Capacity/Demand graph will show the utilization on an hour-by-hour basis. It will also let you know the busiest times when vehicles are leaving and returning so your staff can plan appropriately. The Clipboards let you electronically cross off each vehicle as it leaves and returns. And with is the Dashboard automatically updating every 5 minutes, fleet data is always current. Need to know more about an aspect of your fleet? The QwikFind feature quickly takes you to a vehicle profile, a user profile, a reservation, or a work order.

The Maintenance Dashboard conveniently provides an accurate summary of maintenance tasks and work orders. The Risk Management Dashboard is a critical launching point for viewing and acting upon incident/accident reports.

**MILEAGE COLLECTION AND IMPUTED INCOME** - FleetCommander's imputed income functions make it easy for you to collect odometer readings of assigned vehicles no matter where in the world the vehicles are located. The customizable forms can attribute miles driven to personal use, commuting, business use, or other uses as you desire. FleetCommander will let you know who hasn't reported their mileage in the timeframe you define. It will then send your users a custom email that takes them to their own page in FleetCommander to report mileage and other information. We can even develop custom reports to import this data into your accounting system.

**MAINTENANCE** - FleetCommander's maintenance capabilities allow you to create maintenance plans and assign them to vehicles. FleetCommander will notify your maintenance staff when certain tasks are due or near-due as they trip time and mileage thresholds. You'll quickly create work orders and track the status and costs of the tasks. FleetCommander is great for those shops that outsource to a variety of vendors.

**PARTS MANAGEMENT** - The Parts Management module will allow administrators to track and control all inventory, including inventory levels and minimum and maximum points. Inventory can be tracked across multiple vehicle sites, stockrooms and vendors.

		<p>FUEL MANAGEMENT – Consolidate your fuel data with the remainder of your fleet data by importing your fuel records into FleetCommander. FleetCommander will map all fuel transactions to the specific vehicles, update vehicle odometers, and will provide user interfaces that are valuable for looking for fuel transaction exceptions.</p> <p>RISK MANAGEMENT - The Risk Management module provides complete online incident reporting and subsequent claims processing. It allows users to upload photos, images, and reports.</p> <p>GPS ODOMETER UPDATES - FleetCommander vehicle profiles can be updated with real-time updates from GPS systems located in vehicles. Odometer information will be captured from the GPS vendor databases and used to update the odometers of the vehicles in FleetCommander without intervention required from an administrator. The benefit is that FleetCommander will automatically have updated odometer information that is helpful in triggering PM reminders and aging reports.</p> <p>FEEDBACK SURVEY - When all is said and done, your users will be happier and your fleet will be more efficient using FleetCommander. How do we know? We have hard data to show you. In fact, FleetCommander has an on-line Customer Feedback form that can be completed 24 hours a day to get valuable input from your users. There is even a tool within FleetCommander that sends the Customer Feedback form via email to recent fleet drivers. FleetCommander will increase customer satisfaction through the use of tools like email confirmation of vehicle requests, trip receipts, 24x7 on-line access to forms, reports, and vehicle reservations, and much more. Who wouldn't want survey results to show to their manager?</p> <p>STANDARD MANAGEMENT REPORTS – FleetCommander has dozens of reports including utilization reports, billing reports, maintenance reports, asset reports, user reports, and more. Report interfaces allow you to quickly select the data you are looking for, specify criteria such as sort orders for data output, and even specify the format of your report (e.g. on-screen, Excel, or other formats).</p> <p>INTEGRATION WITH OTHER SYSTEMS – Having all of your fleet data in one repository is invaluable when you are reporting. FleetCommander is very flexible and capable of being integrated with external systems. FleetCommander has successfully been integrated with many types of systems, including accounting systems, human resource systems, fleet maintenance systems, risk management systems, automobile manufacturing systems, fuel systems, and more.</p>	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Vehicle sharing, motor pool, fleet management information system, asset management, preventive maintenance, risk management, driver management, GPS, telematics	*

**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	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our off-the-shelf fleet management information system is named FleetCommander.	*
67	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Self-service motor pool kiosks, automated key control, GPS	*
68	Fleet related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our off-the-shelf fleet management information system is named FleetCommander. We use security software such as Kioware as part of our solution	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer GPS solutions and/or integration with GPS Insight, Geotab, and Verizon telematics services	*
70	Motor pool and fleet sharing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our off-the-shelf fleet management information system is named FleetCommander. We are widely recognized as the subject matter experts with respect to motor pool and vehicle sharing solutions.	*
71	Integrated video solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No		

**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.	We have been awarded NJPA/Sourcewell contracts for the past two RFP efforts. Over the years, we have track the # of wins and the dollar value of the wins Every win is a success!
73	Describe your approach to data privacy in regard to your proposed solution(s).	<p>Our offering has a wide variety of measures in place to ensure security and privacy. An overview of these measures includes:</p> <p>1.0. Physical Security</p> <p>1.1. Equipment used for the purposes of hosting the application is located in a secure facility.</p> <p>1.2. Access to the secure facility is restricted to employees displaying valid identification badges.</p> <p>1.3. Access to the Network Operations Center is limited to authorized, network administrators and requires successful validation by additional authentication mechanisms.</p> <p>1.4. Access to the secure facility is logged.</p> <p>1.5. Power to the facility is insured by both battery backup and diesel generator.</p> <p>1.6. Fire suppression systems are in place.</p> <p>1.7. The facility is staffed 24 hours a day, seven days a week.</p> <p>2.0. Network Security</p> <p>2.1. The network is segmented to eliminate data saturation.</p> <p>2.2. Network connectivity is both internally and externally redundant. External redundancies are across multiple service providers.</p> <p>2.3. Network traffic coming into the secure facility is actively monitored and analyzed.</p> <p>2.4. Firewall devices and other network security measures including both hardware and software mechanisms are implemented to restrict network traffic identified as undesirable. This includes restricting access to certain ports.</p> <p>3.0. Server Security</p> <p>3.1. Local access to the servers or equipment hosting the application is limited to the network administrators described in 1.3.</p> <p>3.2. Remote access to the servers or equipment hosting the application is limited to a minimum number of trusted employees.</p> <p>3.3. All attempts to remotely access the servers or equipment hosting the application are logged.</p> <p>3.4. Passwords used to access the servers or equipment hosting the application must meet minimum strength requirements and are changed according to a determined schedule.</p> <p>3.5. As necessary, access to the servers hosting the application via FTP or FTPS may be necessary. This access is secured by the following:</p> <p>3.5.1. FTP or FTPS access is restricted to a limited number of predetermined users.</p> <p>3.5.2. Anonymous access is not permitted.</p> <p>3.5.3. All FTP or FTPS activity, including login attempts, is logged.</p> <p>3.5.4. Passwords used to access the servers via FTP or FTPS must meet minimum strength requirements.</p> <p>3.5.5. Access via FTP or FTPS is limited to the areas of the server to which the user requires access.</p> <p>3.5.6. Permissions granted to users via FTP are limited and generally consist of only READ and LIST. WRITE and DELETE permissions are assigned only as needed.</p> <p>3.6. As necessary, access to the database servers hosting the application may be necessary. This access is secured by the following:</p> <p>3.6.1. Access to the database servers is restricted to a limited number of trusted users.</p> <p>3.6.2. Users are authenticated by individual unique username and password combination.</p> <p>3.6.3. Passwords used to access the database servers must meet minimum strength requirements and are changed according to a determined schedule.</p> <p>3.6.4. Access to the database servers is limited to the databases and permissions to which the user requires access.</p> <p>3.7. Software patches and updates are received directly from the product's manufacturer or publisher and are applied after review once they are received.</p> <p>3.8. All servers run recent versions of one of the most popular virus scanning products. The virus definition files associated with this virus scanning software are updated as new versions are made available.</p> <p>4.0 Data Security &amp; Privacy</p> <p>4.1. Data in Transit</p> <p>a. All data transferred over HTTP to and from the servers or equipment hosting the application will be communicated via an encrypted connection secured by an SSL certificate.</p> <p>b. The strength of the encryption for a SSL certificate used to secure HTTP traffic must be 128-bit or higher.</p> <p>4.2. Data at Rest</p> <p>a. Optional, Transparent Data Encryption (TDE)</p>

		<p>i. Data is encrypted at rest. This includes database, log, and backup files.</p> <p>ii. Real-time I/O encryption and decryption of all data and log files.</p> <p>iii. Database encryption key (DEK) secured .</p> <p>4.3. Daily incremental and weekly full backups of all critical system, data, and application files will be maintained.</p> <p>4.4. A copy of each full weekly backup will be stored off site for a determined period of time that will be no less than 4 weeks.</p> <p>4.5. Agile is committed to protecting the privacy of our clients. Data is not mined in any way for external use.</p> <p>4.6. Annually, all employees with access to data are required annually to provide a signed "End User Computing Agreement" which describes company policies relative to Personal, Private, and Sensitive Information (PPSI).</p> <p>5.0 Application Security</p> <p>5.1. Access to the application is restricted to authorized users via login by username and password.</p> <p>5.2. All application passwords are encrypted in the database.</p> <p>5.3. User passwords cannot be seen by the administrators.</p> <p>5.4. The application is web-based and as described in 4.1, all data transferred over HTTP is encrypted over SSL.</p> <p>5.5. Authorized users are defined by an application administrator from within the application.</p> <p>5.6. Permission structures are currently role-based and are applied to each individual by an application administrator as needed. The permissions allocated to grant a user application administrator capabilities are defined by one of these roles.</p> <p>5.7. New users to the system can be added by an application administrator or, if enabled, register through the site. The registration process takes less than 2 minutes. After registering, an application administrator must approve the registration and assign roles, if necessary, before the user can access the application.</p> <p>5.8. All login attempts to the application, including pass and fail, are logged. Additional audit logs are maintained for other system components.</p> <p>5.9. An application administrator has the ability to disable a user's login.</p>
--	--	--

**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. - Edwin Smith, President, Agile Fleet, Inc.

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
<b>Addendum_10_Fleet_Mgmt_Tech_RFP_020221</b> Tue January 26 2021 04:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_9_Fleet_Mgmt_Tech_RFP_020221</b> Mon January 25 2021 05:09 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_8_Fleet_Mgmt_Tech_RFP_020221</b> Wed January 20 2021 04:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_Fleet_Mgmt_Tech_RFP_020221</b> Tue January 19 2021 12:21 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Fleet_Mgmt_Tech_RFP_020221</b> Mon January 18 2021 01:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:16 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_4_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:12 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_3_Fleet_Mgmt_Tech_RFP_020221</b> Thu January 14 2021 01:05 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Fleet_Mgmt_Tech_RFP_020221</b> Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Fleet_Mgmt_Tech_RFP_020221</b> Fri January 8 2021 01:17 PM	<input checked="" type="checkbox"/>	1