

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: Agile Fleet, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Agile Fleet, Inc., 14101 Willard Road, Suite A, Chantilly, VA 20151 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:
- a. Fleet management information systems;
 - b. Fleet technology related hardware solutions;
 - c. Related software solutions;
 - d. Fleet telematics;
 - e. Geofencing solutions;
 - f. Motor pool and fleet sharing solutions services;
 - g. Integrated video solutions; and,
 - h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

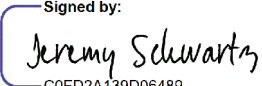
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.


- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Agile Fleet, Inc.

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/26/2025 | 10:32 AM CDT

DocuSigned by:

5B86DA55858D4A2...
By: _____
Edwin E. Smith
Title: President
Date: 4/26/2025 | 3:54 AM PDT

RFP 102924 - 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: PA

Address: 14101 Willard Road
Suite A
Chantilly, Virginia 20151

Contact: Michael Hicks

Email: mhicks@agilefleet.com

Phone: 814-404-9789

Fax: 814-404-9789

HST#: 770553957

Submission Details

Created On: Wednesday October 09, 2024 14:08:59

Submitted On: Monday October 28, 2024 14:06:43

Submitted By: Michael Hicks

Email: mhicks@agilefleet.com

Transaction #: 0fc55414-6096-4783-953b-d54f7531c3bc

Submitter's IP Address: 98.236.197.64

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Agile Fleet, Inc. (previously Agile Access Control, Inc.)	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Agile Fleet, Inc. will be the only responsible supplier under a master agreement with Sourcewell.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 1JW11	*
5	Provide your NAICS code applicable to Solutions proposed.	51120 - Application Software	
6	Proposer Physical Address:	14101 Willard Road Suite A Chantilly, VA 20151	*
7	Proposer website address (or addresses):	www.agilefleet.com	*
8	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):	Edwin E Smith President 14101 Willard Rd, Suite A Chantilly, VA 20151 esmith@agilefleet.com (408) 213-9555 x501	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Hicks Vice President of Sales and Marketing 14101 Willard Road, Suite A Chantilly, VA 20151 mhicks@agilefleet.com (571) 498-7555, ext. 589	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable.	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Agile Fleet has served the fleet management market since September of 2000. 2025 will mark our 25th year in business, a significant milestone for firms in the software space.</p> <p>Agile Fleet is the creator and developer of the FleetCommander fleet management software platform. Our company serves organizations in the government, education, commercial, utility, transit and social services spaces throughout the US and Canada. Agile Fleet has been a Sourcwell partner for the past twelve years.</p> <p>In addition to the robust and reliable products and services we offer, we provide an extremely high level of customer service. More than 96% of our clients continue to use FleetCommander year after year, and we consistently achieve outstanding NPS (Net Promoter) scores.</p> <p>At our core is a philosophy that we serve as "approachable innovators". We ensure that our core values are factored into every decision we make as an organization, from selecting talent to choosing firms with whom we will partner.</p> <p>Our core values are:</p> <ol style="list-style-type: none"> 1. Strong Partnerships - Building and maintaining strong partnerships is the foundation of our success. 2. Initiative - We take responsibility for our roles. We're proactive and we think outside the box. 3. Approachability - We are friendly, unpretentious, and welcoming. 4. Integrity - We are trustworthy, fair, and ethical, and we expect the same from our colleagues, clients, and partners. 5. Flexibility - We are Agile. We happily adapt to changing priorities and conditions to achieve success. 	*
12	What are your company's expectations in the event of an award?	In the event of an award, our expectations are that we would continue grow our mutually beneficial relationship as a Sourcwell partner. Our Sourcwell contract is a critically important purchasing mechanism for our clients. In 2024, more than half of our new clients have leveraged our Sourcwell contract to procure Agile Fleet's offerings. We appreciate Sourcwell's consideration of our bid and are grateful to have been successful in earning awards in our past three similar tenders.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	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 \$3.5 million and a complete, independent GAAP audit performed this year resulted in an unqualified (clean) opinion.	*
14	What is your US market share for the Solutions that you are proposing?	To our knowledge, there is no entity that tracks market share in the fleet technology space. Given the depth, breadth, and specialization of firms in our area, it is challenging to provide a concrete estimate of our share. Within the space of vehicle sharing and motor pool, our core competency, no competing firm offers the full range of products and services offered by Agile Fleet. We boast more than 300,000 active drivers who use our motor pool solution at 250 organizations throughout the US and Canada.	*
15	What is your Canadian market share for the Solutions that you are proposing?	As in the US, specific market share data is challenging to determine in our space. In Canada, we serve clients in the government and education spaces, and no competing firm offers the full ranges of products and services offered by Agile Fleet.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Agile Fleet is not currently and has never been subject to bankruptcy proceedings in the past.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>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?</p>	<p>Agile Fleet is a manufacturer, the developer of our core product, FleetCommander. Third-party vendors provide hardware such as secure key boxes, kiosks, 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 control hardware. Our sales and service forces are comprised of Agile Fleet employees.</p> <p>Other products offered via Agile Fleet, 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> <p>In 2024, Agile Fleet added its Agile Fleet Alliances program. This program entails partnerships with firms whose offerings add value to the FleetCommander application as well as those who address our clients' pressing business challenges, whether or not they directly involve the FleetCommander application. Partners are vetted according to their embodiment of our core values, their ability to support clients in a way that aligns to our high standards, and their commitment to strict adherence to providing the best client experience available.</p> <p>We currently have two partners in our Agile Fleet Alliances program, Sawatch Labs and Bestpass by Fleetworthy. Their offerings are described in Table 5A - Value Added Attributes. If products and services provided by these partners are selected from our price schedule, support for these products is provided by these vendors, directly. As a reseller of these products, the initial sale of these products is brokered with Agile Fleet.</p> <p>Agile Fleet plans to expand and diversify its Agile Fleet Alliances program, offering more products and services from vetted and qualified partners in the future.</p>	*
18	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.	Not applicable.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not applicable.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Agile Fleet's surveys its clients to determine our Net Promoter Score (NPS), a metric that measures customer satisfaction and loyalty to a company. Our current NPS score is comparable to those received by iconic brands like Netflix and Amazon. The ranking was based on the Net Promoter Score® (NPS) model for standardized customer loyalty metrics. Agile Fleet's recent customer survey resulted in a NPS of 71, which is considered outstanding. Ratings can range between -100 and 100. A score above 50 is considered excellent. Netflix and Amazon ratings were 67 and 73, respectively. The NPS® system is a registered trademark by developer Fred Reichheld, Bain & Company and Satmetrix and is used by more than two thirds of Fortune 1000 companies.</p> <p>Agile Fleet has also earned a Great Place to Work certification, two years running. Great Place to Work is a global company that helps organizations create a positive employee experience and improve their workplace culture. We're proud to have been certified each year since we began the program, and this achievement is reflective of our team's shared embrace of our core values.</p> <p>Agile Fleet and our team members are well-known and regular contributors to industry publications, conferences, and events including (but not limited to) National Association of Fleet Administrators (NAFA), the Government Fleet Expo (GFX), FedFleet, the Sustainable Fleet Technology Conference & Expo, the National Alliance of State and University Fleets (NASUF), the National Association of Counties (NaCO), and the American Public Transportation Association (APTA).</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	More than 50% of our sales have been to the governmental sector in the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	28% of our sales have been to the education sector in the past three years.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Our only other cooperative purchasing contract is via our GSA partner. Sourcewell is the only cooperative purchasing agreement we hold directly.	*
24	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 leverage a GSA partner, as required, to close a sale. On average, our annual sales volume via our GSA partner for the last three years has been \$1.2 million.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Cornell University	William Meade	(607) 255-6261	*
State of Michigan	Dave Hofmeister	(517) 384-3747	*
State of Iowa	Mariah Fucaloro	(515) 725-2243	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	All sales staff are located within the continental United States. All sales team members, our VP of Sales and Marketing, two Sr. Directors of National Accounts, and our Account Support Manager are full time employees employed directly by Agile Fleet.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Agile Fleet sells direct and is the sole distributor for our products and services.	*
28	Service force.	Our service force staff are located within the continental United States. All eight members of our service force, consisting of our support and implementation teams, are full time employees employed directly by Agile Fleet. In addition to our implementation and support teams, Agile Fleet also has a dedicated client success team with two, full time, Agile Fleet-employed staff, a Sr. Director of Client Success, and a Sr. Client Success Manager. These staff members are primarily dedicated to client advocacy and can assist with purchases, when required.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The following general ordering process is used to purchase Agile products and services: 1. Contact is made with Agile Fleet. 2. Agile Fleet's sales representatives consult with prospective client and work through the best fit with respect to products and services that meet the clients' needs. 3. As needed, on-line demonstrations and a 30-day free trial may be used to assist the client in analyzing the suitability of our products and services. A trial agreement is put in place for each 30-day free trial. 4. As needed, references from similar environments will be provided to the client for evaluation. 5. A draft contract may be shared with the prospective client. 6. Once the product and service list are finalized, Agile provides a formal quote. Note, an informal quote may be provided to support the clients' planning efforts. 7. A contract may be signed by both parties. 8. The client issues a purchase order 9. Agile delivers products and services. 10. The client is invoiced. All payments to Sourcewell have been, and will continue to be, managed by Agile. Agile is a prompt payment vendor. Note that orders are placed via Agile Fleet, directly. Distributors, dealers, or other channels are not leveraged.	*

30	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 Fleet's service team is located throughout the Washington, DC area and in the Central and Mountain Time Zones. Eight dedicated staff members support our fleet software, products, and services. Two additional staff members serve clients in our Client Success department. 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> <p>Average response time targets for our support team are set at 60 minutes during business hours. For our most recent, complete calendar quarter, we averaged a response in under 11 minutes.</p> <p>Clients are provided technical support with the purchase of Agile Fleet's products for the first twelve months opt to continue support at 15% of the purchase price of the software, paid annually. This entitles users to unlimited support via phone or email during business hours, as well as access to FCDrive, our new knowledge base with manuals, resources, and training videos.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are willing and able and provide our products and services to Sourcewell participating entities in the United States.	*
32	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.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We are not aware of any Sourcewell participating entities that we could not service.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific requirements or restrictions that would apply to entities in Alaska, Hawaii, or US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Agile Fleet currently works with nonprofits and would extend terms under this agreement to nonprofit agencies, as well.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Under a new agreement, if awarded, we would continue to execute and grow our marketing strategy to promote our Sourcewell awarded contract. Our current, comprehensive marketing strategy promotes our partnership through virtually every marketing channel at our disposal, including those listed below:</p> <p>- Website: Our Sourcewell contract features prominently on many pages of our website, including those with the most relevant context, like "How to Buy" and Government Use Cases pages. In the last several years, we've made significant strides to optimize our search performance, making our website our primary lead generation venue.</p> <p>Collateral - Nearly all of our marketing pieces feature our awarded Sourcewell Contract information.</p> <p>Email Signatures - Our Sourcewell partnership (and Sourcewell logo) is presented in the managed email signature for every message sent by our company employees.</p> <p>Tradeshows - In 2024, we participated in seven industry tradeshows and plan for nine or more next year. Our Sourcewell relationship is showcased through a tabletop banner, our looping video presentation, and on collateral distributed at each show.</p> <p>Sales Presentations - Our Sourcewell partnership is featured in every prospect demo and introduction to Agile Fleet.</p> <p>Webinars and Appearances - Our Sourcewell partnership is featured in presentation slides when giving talks to prospective clients, both online and in-person.</p> <p>Email distributions - Agile Fleet has a robust email marketing program, directed at both existing and prospective clients in our database. Through advertising relationships with advertising partners like NAFA and Bobit (Government Fleet and Automotive Fleet), we also distribute email campaigns to tailored lists of industry and title-matched audiences. Our Sourcewell partnership is featured in all of these channels.</p> <p>Samples of our marketing artifacts are uploaded under the filename "Sourcewell Agile Fleet Marketing Artifacts 102424."</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Agile Fleet underwent a comprehensive update to its website in early 2023 with the aim to improve brand perception, ease of use and navigability, cross platform (mobile) display, and search engine friendliness.</p> <p>Our website leverages the Hubspot platform and integrates our email capabilities, blogging, contact lists, landing pages, forms, calls to action, press releases, social media management, and online content. 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.</p> <p>Regular media coverage and content syndication through relevant digital and traditional industry channels also factors heavily into our marketing efforts. Specific on-line fleet-related sites such as Government Fleet, Automotive Fleet, and NAFA, as well as syndicated emails to these organizations' contact lists are central to this effort.</p> <p>Speaking engagements and webinars provided by the organizations above, as well as NASUF and NAFA regional events are also included in our digital marketing mix. Some of these, including the Top 100 Best Fleets in North America, are also recorded and distributed via their respective organizations' websites.</p> <p>At our webinars and open demos, Sourcewell is mentioned as our purchasing partner-of-choice.</p> <p>Additionally, we feature a dynamic and content rich blog, which we syndicate to our database of prospects and clients on a regular basis. We track and seek engagement above industry standards with a consistent 20% open rate and 2+% click rate.</p> <p>Further, we leverage digital ads through our social media channels, retargeting through Google, and other venues to drive website traffic. We continue to grow our LinkedIn following, which is up more than 300% since 2022.</p> <p>Agile Fleet has consistently improved its search performance through Google organic and paid search, where we hold Google authority and top three placements for virtually any search phrase related to the motor pool and vehicle sharing spaces. We've seen 5x traffic improvement year over year with this focus, and website users are exposed to Agile Fleet's solutions and our partnership with Sourcewell when visiting our site.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement 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"> • Promote the Sourcewell brand so that buyers are familiar with the value of the Sourcewell contract vehicle. • 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. • Jointly announce new contact wins that have been placed through the Sourcewell contract vehicles. • Continue to educate our team on how to sell and promote the Sourcewell contract vehicle. • Make introductions to other Sourcewell vendors as well as Sourcewell members. 	*
40	Are your Solutions 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 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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41	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>Workshop Wednesdays - A monthly training is provided by our client success team to existing clients at no charge to attendees.</p> <p>Annual Command User Conference - Our annual user conference is offered in the fall to existing and prospective FleetCommander users at a nominal fee. This session is hosted at a different Agile Fleet client location each year and typically lasts 2.5 days.</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>	*
42	Describe any technological advances that your proposed Solutions 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"> 1) The most comprehensive and advanced car sharing, motor pool, and right-sizing tools available to fleet. New features are released continuously. 2) Web-based fleet management tools available in a SaaS or customer-hosted model, including: <ul style="list-style-type: none"> • Maintenance • Parts Inventory • Fuel Management • Risk Management • Driver Management • Mileage Collection • Policy Communication and Enforcement • And more 3) Innovative, real-time fleet status via automatically-updating fleet dashboards 4) Wireless, automated odometer collection hardware 5) In-vehicle GPS hardware 6) RFID Readers / integration 7) Custom authentication 	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Agile Fleet is committed to environmental stewardship and our product, FleetCommander, provides our clients a mechanism to aggregate data on vehicle utilization to assist with reporting requirements and environmentally friendly initiatives, like EV rollouts.</p> <p>Here are some of the specific environmental benefits arising from the use of our software:</p> <p>Fewer vehicles: Sharing vehicles increases utilization of vehicle assets, allowing organizations to purchase, maintain, and dispose of fewer vehicles, reducing an organization's waste and carbon footprint.</p> <p>Balanced usage: Automating vehicle assignments and correlating vehicles with the right type of use in FleetCommander helps ensure that utilization is balanced among vehicles. By spreading out vehicle wear, newer, more fuel efficient vehicles aren't "used up" and replaced.</p> <p>EV/Alternative Vehicle Use - Similarly, FleetCommander can automate the assignment of EVs or alternative fuel vehicles to specific trips that are well-matched to the nature of the planned use. This way, drivers may not opt for the familiar when an EV is an available option.</p> <p>Insights from data - Reporting in FleetCommander provides Fleet Managers the data they need to make smart decisions on the size and composition of their fleets. These data are critical in planning charging infrastructure, where to place EV assets, and understanding barriers to adoption of alternative fuel vehicles.</p> <p>Telematics Integration - 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.</p> <p>Carpooling Module - Software components, such as the carpooling module, help reduce the number of trips needed by encouraging drivers to share a ride.</p> <p>Policy Communication and Enforcement - 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 trips simply by communicating and enforcing policies regarding personal use of company vehicles.</p> <p>Cost Savings - Savings achieved by fleet right-sizing enables customers to purchase newer fuel-efficient vehicles.</p> <p>Aside from our software's role in forwarding green initiatives, our team itself maintains a focus on environmental stewardship, conservation of natural resources, reduction in mobile sources of emissions, and recycling. The company's largely remote work policy results in significant reduction both fuel consumption and emissions. Our company actively recycles paper, plastic, glass, metal, and hazardous materials.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable.	*

45	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"> 1. We are U.S.-based. All of our product development, customer support, metal fabrication, hosting and other services are US-based. 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. 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. 4. In the vehicle sharing space, Agile Fleet is the only firm that supports the following: <ul style="list-style-type: none"> - Integrated key box and kiosk systems in multiple sizes and form factors supporting both indoor and outdoor use. - A complete, rich kiosk experience on a full-size screen during the check-in and check-out interactions. Competitive products don't offer the full software experience and generally offer phone-sized touchscreens with very limited software capability. - FleetCommander is the most configurable application of its kind in the vehicle sharing space. The product can be molded to fit existing workflows and application environments, rather than making significant changes to the way an organization's fleet operates. - Built-in capabilities to support internal billings and chargebacks to internal departments/units. Charges can be built on flat rates, time or mileage-based usage, fuel charges, overhead charges, and more. Five billing models are built into the system, and custom models can also be accommodated. - When launched in 2025, Agile Fleet's FleetCommander will be the only FMIS and vehicle sharing platform available in the FedRAMP marketplace.
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	<p>Ensuring data privacy and security are among our top priorities at Agile Fleet. While the FleetCommander application doesn't store or transmit personally identifiable information (PII), rigorous security standards are in place to keep users' information secure.</p> <p>Below are details on the standards and certifications surrounding our FleetCommander platform:</p> <ul style="list-style-type: none"> - Agile Fleet uses a Soc2 Type 2 Datacenter for the FleetCommander commercial cloud and is currently undergoing FedRAMP authorization for low-impact SaaS. - The FleetCommander Gov Cloud undergoes annual penetration testing as part of the authorization process. Agile Fleet conducts daily vulnerability and web application scanning of the FleetCommander software, addressing any CISA, CVE, or other known vulnerabilities discovered from these scans. - Agile Fleet adheres to all applicable data protection regulations (GDPR, HIPAA, etc.) - Agile Fleet conducts third-party security audits and assessments against our IT corporate processes. Additionally, as part of the FedRAMP program, Agile Fleet undergoes annual audits and assessments to ensure compliance with rigorous security standards. - Agile Fleet has SSL Certificates, physical firewalls, virtual firewalls, secure static code analysis, dynamic code analysis, and monitoring in place to protect FleetCommander and our customers from common security threats. <p>Additional information can be found in the attached file, "AFL-our-answers-to-it-s-most-common-questions.pdf."</p>
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	<p>No V2G capabilities are currently supported in FleetCommander and none are currently in our product roadmap.</p>
48	Describe any capabilities around safety and accident management your proposed solutions offer.	<p>FleetCommander's Risk Management module provides complete online incident reporting and subsequent claims processing. It allows users to upload photos, images, and reports.</p> <p>Should clients choose to integrate telematics data through our telematics vendors, they may also access driver data like speeding, harsh braking, distracted driving, etc.</p> <p>FleetCommander also supports policy communication and enforcement. Drivers must read and accept policy prior to accessing fleet vehicles. Agreement with and acceptance of policy is a key component in managing risk. Further, safety training, insurance, and licensure may be tracked with expiration dates, preventing drivers from accessing vehicles in the event that their credentials expire.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	This doesn't 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.
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30 and payment may be remitted by check, wire transfer (ACH), Visa or Mastercard. Credit card payments are subject to a 3.66% processing fee.	*
59	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 them.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Our SLA, terms and conditions, and payment milestones have been uploaded under the file name "1 Year SaaS Contract_20240207.pdf." A 1-year sample is provided, but we are amenable to multi-year agreements with clients and are flexible on adoption of organizations' terms, as required.	*
61	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 or MasterCard. Payments made via credit card are subject to a 3.66% processing fee. We don't accept any additional purchasing cards.	*

62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing is line item pricing. Our line item pricing is a derivative of our MSRP pricing model. Pricing is discounted for Sourcewell members. Discounts are no less than 4.75% on all products and services.	*
63	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.	The pricing discount represented in our proposal is no less than 4.75% below our MSRP rates.	*
64	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. Pricing follows a tiered structure wherein greater quantities carry a lower rate per vehicle, which is the basis of our software pricing model.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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 provided at-cost plus 20%. Sourced services may require a quote due to the uncertainty generally found in acquiring new services.	*
66	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.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell 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.	*
68	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.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Agile Fleet'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 eight 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 Financial 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 Accounting Manager and Chief Financial Officer approve the Sourcewell payment, the president of the company reviews the report and approves payment. To ensure the integrity of pricing for Sourcewell participating agencies, several practices are in place: - Sourcewell pricing in our quoting is not conflated with MSRP. The distinction ensures that incorrect rates aren't selected. - All quotes are subject to two reviews. Our Account Support Manager, who has worked with Sourcewell quotes for eight years, generates and reviews pricing. Second, the quote is reviewed by the VP of Sales and Marketing. - In our systems, Sourcewell line items are clearly appended with "Sourcewell" to make these items clearly distinguishable.	*

71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We have been awarded NJPA/Sourcwell contracts for the past three RFP efforts. Over the years, we have tracked the # of wins and the dollar value of the wins. We measure success both in terms of new customers and with the dollar value of these new customers. In 2024, more than half of our new customers have been won via our Sourcwell partnership.	*
72	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	An administrative fee of 2.00% is proposed to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We typically offer MSRP pricing. Using Sourcwell, organizations will receive a discount from MSRP.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>FleetCommander 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 & 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> <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</p>	

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.

FUEL MANAGEMENT – Consolidate your fuel data with the remainder of your fleet

		<p>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> <p>TOLL MANAGEMENT - Through our partnership with Bestpass by Fleetworthy, Agile Fleet is proud to offer toll management software solutions to aggregate, streamline, and provide actionable insights from your organization's toll data. Bestpass partners with more than 60 tolling authorities and is used in more than 2 million vehicles, nationwide. Bestpass's intuitive software and reliable hardware helps more than 15,000 fleets improve visibility, minimize manual processing, and optimize spending for toll coverage.</p> <p>FLEET ELECTRIFICATION - Through our partnership with Sawatch Labs, a WEX company, we offer products and services to help guide our clients through the complex process of fleet electrification. Sawatch Labs is the premier fleet electrification software firm that uses mile-by-mile predictive analytics to determine EV suitability, cost modeling, infrastructure planning, vehicle management, and emissions reporting to help you track and meet your goals for sustainability and profitability.</p>	
75	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, toll management, fleet electrification software.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Fleet management information systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	FleetCommander is a comprehensive FMIS offering: <ul style="list-style-type: none"> • Maintenance • Parts Inventory • Fuel Management • Risk Management • Driver Management • Mileage Collection • Policy Communication and Enforcement • And more 	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	FleetCommander seamlessly integrates with hardware solutions including: <ul style="list-style-type: none"> - our integrated kiosk and key box platforms - telematics devices from GPS Insight, Geotab, and more vendors such as Samsara and Verizon, coming soon. 	*
78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	FleetCommander is offered as a core engine with optional modules supporting: <ul style="list-style-type: none"> • Maintenance • Parts Inventory • Fuel Management • Risk Management • Driver Management • Mileage Collection • Policy Communication and Enforcement Additionally, through partnerships with Bestpass and Sawatch Labs, Toll Management and fleet electrification software products are available.	*
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	Agile Fleet offers products from GPS Insight and integrates with both GPS Insight and Geotab data with additional telematics provider integrations planned for 2025.	*
80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	Leveraging devices from GPS Insight, fleet monitoring and asset tracking are available.	*
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	FleetCommander supports geofencing through GPS Insight devices for mileage collection when vehicles return to a client location.	*
82	Motor pool and fleet sharing solutions services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Motor pool and vehicle sharing are our core competency.	*
83	Integrated video solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not applicable.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 85. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
85		<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell_Agile Fleet Pricing MASTER APRIL 1 - 2024 (1).pdf - Monday October 28, 2024 14:00:49
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Sourcewell Agile Fleet Marketing Artifacts 102424.pdf - Thursday October 24, 2024 09:15:35
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - 1 Year SaaS Contract_20240207.pdf - Thursday October 24, 2024 09:33:13
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Hicks, VP of Sales & Marketing, 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 obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	<input checked="" type="checkbox"/>	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	<input checked="" type="checkbox"/>	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	<input checked="" type="checkbox"/>	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	<input checked="" type="checkbox"/>	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	<input checked="" type="checkbox"/>	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	<input checked="" type="checkbox"/>	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	<input checked="" type="checkbox"/>	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_102924_Fleet_Management_Technology Tue September 24 2024 08:22 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	<input checked="" type="checkbox"/>	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	<input checked="" type="checkbox"/>	1