

**MASTER AGREEMENT #102924****CATEGORY: Fleet Management Technologies with Related Software Solutions****SUPPLIER: Ron Turley Associates, Inc. dba RTA**

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 Ron Turley Associates, Inc. dba RTA, 17437 N. 71st Dr. #110, Glendale, AZ 85308(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 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.
 - \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 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

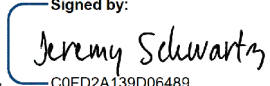
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

Ron Turley Associates, Inc. dba RTA

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/22/2025 | 3:39 PM CDT

Signed by:

 By: D7E0CCAE529F465...
 Kevin Burdick
 Title: Vice President of Sales
 Date: 4/22/2025 | 2:54 PM CDT

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name: RTA
17437 N 71st Dr #110
Address: Glendale, Arizona 85308
Contact: Kevin Burdick
Email: kburdick@rtafleet.com
Phone: 623-581-2447
HST#: 86-0621688

Submission Details

Created On: Thursday September 12, 2024 10:14:21
Submitted On: Tuesday October 29, 2024 09:12:21
Submitted By: Trevor Shackett
Email: tshackett@rtafleet.com
Transaction #: 0d0446d8-b904-4909-92c3-e6adc991dc31
Submitter's IP Address: 24.91.45.242

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.	Ron Turley Associates, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	Ron Turley Associates, Inc. (dba RTA: The Fleet Success Company) RTA will be responsible for offering and performing delivery of all solutions within this proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 61UD6 UEI: V7CTYGFJFQ5	*
5	Provide your NAICS code applicable to Solutions proposed.	541512 - Computer software consulting services or consultants 541511 - Computer Programming Services 513210 - Software Publishers 541611 - Administrative Management and General Management Consulting Services	
6	Proposer Physical Address:	17437 N. 71st Dr #110 Glendale, AZ 85308	*
7	Proposer website address (or addresses):	www.rtafleet.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):	Kevin Burdick, Vice President of Sales 17437 N. 71st Dr #110, Glendale, AZ 85308 kburdick@rtafleet.com, (480) 227-2555	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Trevor Shackett, Proposal Specialist 17437 N. 71st Dr #110, Glendale, AZ 8530 tshackett@rtafleet.com, (603) 455-1194	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Josh Turley, CEO 17437 N. 71st Dr #110, Glendale, AZ 8530 joshturley@rtafleet.com, (623) 581-2447 Tony Yankovich, Director of Fleet Consulting 17437 N. 71st Dr #110, Glendale, AZ 8530 tyankovich@rtafleet.com, (913) 568-5837 Ryan Driscoll, Vice President of Marketing 17437 N. 71st Dr #110, Glendale, AZ 8530 rdriscoll@rtafleet.com, (623) 581-2447	

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

Line Item	Question	Response *
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>Our mission at RTA is clear – we help fleets succeed! That's what we have been successfully doing for over 45 years. How do we do this? By empowering our clients with the necessary tools and resources to achieve their goals. As experienced fleet professionals, we have built robust technology solutions and provide expert fleet advisory services to help our clients make their fleet operations safer and more efficient.</p> <p>RTA began serving fleets in 1979, but the company's true beginning occurred years earlier when Ron Turley was a young father looking to make a difference after his time in the Korean War. Ron started as a driver for UPS in 1961 and within five years, he had worked his way up to become the Automotive and Building Maintenance Manager in the new Georgia District. While there, he ran the best-performing district throughout the entire company, with the fewest road calls and lowest cost of all UPS fleet management districts in the U.S.</p> <p>In 1973, after many promotions and reassignments, Ron was given responsibility for the maintenance of all UPS vehicles in the U.S., Canada, and Germany – more than 48,000 in all. Over the next five years, Ron led UPS in saving over \$100 million in shop operating costs, allowing UPS mechanics to take care of nearly 80 percent more vehicles per labor-hour than they had been doing previously. He continued to institute time standards and innovative cost-saving measures throughout the company's maintenance operations until 1978.</p> <p>Quite by accident, RTA was born. Ron built a reputation at UPS for efficiency and cost savings. Because of this, he received many requests from fleet managers that needed help improving their operations. Through these engagements and the realization of the importance of data, RTA's fleet management platform was established.</p> <p>Fast-forward 45 years and thousands of clients later, RTA is in its third generation of family ownership, led by Ron's grandson Josh and Josh's wife Anjuli, and is the premier FMIS for successful fleets. With our constant drive for innovation and dedication to best practices, we strive to revolutionize the fleet industry. RTA's cloud-based SaaS model continues to break the mold by not only evolving with technological advancements but also with ease of use and providing stakeholder resources and five-star support.</p> <p>It is really that simple. Everything this company has ever stood for or done has been centered around the fleets that keep the world moving. We help the people at these organizations keep their fleets operational, efficient, and safe, and it's ultimately why RTA exists. We give them clarity, confidence, and peace of mind in the middle of what is a very chaotic job, and when we do that well, we help them save time, decrease cost, and make our roadways safer.</p>

12	What are your company's expectations in the event of an award?	<p>In the event of an award, RTA anticipates continuing its successful partnership with Sourcewell to streamline and simplify the procurement process for potential fleet management information system (FMIS) customers. Over the past four years, we have effectively leveraged the current Sourcewell cooperative purchasing contract to help government and education prospects bypass the lengthy and complex RFP process, allowing them to procure our solutions directly through the Sourcewell agreement. This approach has helped reduce implementation timelines, enabling our customers to realize operational savings and improve fleet performance more quickly. RTA is eager to build on the successes of the past four years by:</p> <p>Supporting FMIS Prospects: We expect to continue using the Sourcewell contract to assist fleet management information system prospects in expediting their procurement efforts, allowing for faster deployment of fleet management solutions. It has been our experience that using the Sourcewell cooperative agreement can reduce procurement and contracting time for a large complex fleet management information system from as much as 24 months, to as little as 2 or 3 months. Sharing this information with prospects is an integral part of our sales approach and is communicated to each one of our potential customers during our marketing and sales process.</p> <p>Enhancing Awareness of Sourcewell: We are committed to further promoting the benefits of the Sourcewell program to entities that may not yet be aware of its offerings. By increasing exposure to both RTA and Sourcewell, we aim to expand the program's reach and demonstrate its value to new potential customers. RTA regularly attends and participates in many of the fleet industry trade shows, conferences, and educational outreach events each year. We are regular speakers and presenters providing fleet expertise to fleet professionals across all industries. At each event we proudly display the Sourcewell logo and ensure that prospective customers are aware of this efficient procurement solution.</p> <p>Strengthening Our Partnership with Sourcewell: RTA is eager to continue our close collaboration with Sourcewell, working together to grow the program and enhance the cooperative purchasing experience for fleet managers nationwide.</p> <p>Ultimately, RTA expects this continued partnership to drive increased efficiencies for both organizations, help more fleets improve their operations, and ensure that we can continue delivering value to our customers through this streamlined procurement channel.</p>	*
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 IDENTIFIABLE INFORMATION.	RTA has been in business for over 45 years and warrant that we are financially stable, in good standing, and have the financial capacity to undertake and complete the services listed in this RFP, as we have successfully under the current Sourcewell Fleet Management Technologies contact. Our Dun and Bradstreet number is 148863996. We have upload supporting documentation in the document upload section of our response as "RTA Financial Strength Documentation".	*
14	What is your US market share for the Solutions that you are proposing?	RTA has implemented more than 2,900 fleet management information systems since our beginning in 1979. Currently over 1,000 fleets use our FMIS to manage their assets and maintenance shops, accounting for nearly 1,000,000 vehicles and pieces of equipment across North America. Specifically, we currently serve over 700 publicly funded fleets, making RTA the industry's oldest and leading provider of Fleet Management Information Systems (FMIS) and fleet consulting services to government and education fleets in North America.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Of our 1,000+ current customers, over two dozen are located in Canada, including clients in Alberta, British Columbia, Manitoba, New Brunswick, Ontario, and Saskatchewan.	*
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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None. RTA has not declared bankruptcy or been party to any bankruptcy proceedings within the past seven years. Furthermore, in the 45 years that RTA has been providing fleet solutions and advisory services to clients, we have not been involved in any bankruptcy proceedings. However, if at any time during the contract period or during the pendency of this RFP evaluation, RTA enters any bankruptcy proceedings, Sourcewell will be notified as required.	*

17	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). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) RTA is an independent software vendor for Fleet Management Information Systems (FMIS), other fleet related technologies, as well as expert Fleet Consulting Services. We develop, support, sell, and market our software and consulting services using in-house employees. We are also a reseller for GPS Insight Telematic devices, using those same in-house RTA employees.	*
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.	N/A, none required. RTA is currently undergoing SOC 2 evaluation and expects to have this certification completed by early 2025.	*
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.	RTA has no current or past debarments or suspensions to disclose. If at any time during the pendency of this RFP evaluation RTA enters a debarment or suspension status, we will provide notice in writing to Sourcwell.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Recent company recognition awarded to RTA include the following: Top Software & Tech Award Recipient – Food Logistics/Supply & Demand Chain - 2024 Certified Great Place to Work – 2023 Fortune Best Small Workplaces – 2023	*
21	What percentage of your sales are to the governmental sector in the past three years?	The government sector, including publicly funded organizations, has accounted for approximately 68% of our total fleet management system sales over the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	The education sector, including both higher education and K-12, has accounted for approximately 15% of our total sales over 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?	RTA is currently an approved vendor for the following state and cooperative purchasing agreements. Sourcwell 020221 – Fleet Management Technologies with Related Software Solutions Term: March 25, 2021 - March 26, 2025 EPIC6 21.24 Technology Solutions & Services Term: July 1, 2024 – June 30, 2029 Massachusetts VEH118 Statewide – Fleet Management Software Term: July 26, 2023 – July 31, 2027 The total revenue generated from these three agreements over the past three years was \$738,963.	*
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?	RTA does not have any GSA contracts or SOSA agreements currently. We were previously awarded a GSA contract that expired in 2017.	*

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 *	
City of Vancouver, WA	Dan Zenger, Fleet Manager	(360) 487-8205	*
University of Massachusetts, Amherst	Constance Englert, Director of Transportation Services	(413) 545-4744	*
Humble Independent School District, TX	Ariel Rodriguez, Fleet Manager	(281) 641-8727	*
Lake County, FL	Brenda Peshel, Fleet Manager	(352) 540-6508	
City of Las Vegas, NV	Brenton Messner, Fleet Manager	(702) 229-1680	

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.	<p>RTA's sales team is currently composed of two Account Executives, one Sales Development Representative, and an RFP Specialist, all reporting to our VP of Sales, Kevin Burdick. Our sales team is supported by several fleet veterans who serve as subject matter experts and help guide our product development and sales and marketing initiatives, including former municipal and private sector fleet managers.</p> <p>Because of the growth that RTA has had over the past several years, the plan is to be at four Account Executives and two Sales Development Representatives by the end of 2025. As an extension of the sales organization, RTA also employs six Fleet Consultants, two Product Engineers, and two Fleet Success Ambassadors (former nationally recognized Fleet Managers) who regularly support our sales and marketing efforts.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	RTA's current business model does not include other distribution channels. We provide all of our sales and marketing with in-house employees, many that have real-world fleet management experience. All of our technology solutions and advisory services are delivered by RTA staff.	*
28	Service force.	<p>RTA currently has over 70 full-time employees that work to support our customers throughout North America. This includes the following Departments:</p> <p>Engineering – team of 20 including developers, engineers, IT, infrastructure, and programmers</p> <p>Finance/HR - team of 5 including Controller, payroll, accounting, and people ops</p> <p>Sales – team of 5 including SDR, AE, and Proposal specialist, as discussed above</p> <p>Consulting – team of 8 including Analysts and Consultants.</p> <p>Customer Success – team of 23 including CSM, Implementation, Training, Customer Service, Technical Support, and more.</p> <p>Product and Marketing – team of 10 including product managers, product marketing, and more</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All new sales orders are handled by our in-house sales team. We currently do not work with outside distributors or dealers. Typically, the sales process starts with outreach from a sales assistant (called an SDR) who discovers a potential client's needs and whether RTA might be a good fit for their fleet operation. From there, a prospect is scheduled for a product demo of the RTA Fleet360 software with one of our Account Executives. During this meeting, Sourcewell is given as an option as well as the different implementation, software, and consulting packages that RTA offers. Following the demo, a prospect is provided with a quote, and an agreement is negotiated and executed. Once the agreement is signed, the implementation team sets up a meeting to plan for data imports, schedule training, and introduce the customer success manager that will be handling the account going forward.	*

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>Technical support and maintenance are included with the annual subscription to Fleet360, our flagship fleet management information system solution. RTA's support team is committed to technical response within 1 business day. Our Technical Support department is available between 5:00 a.m. and 5:00 p.m. MST, Monday through Friday, excluding holidays. The Annual Support Maintenance provides product updates, enhancements, as well as unlimited technical support for the FMIS. Technical support can be obtained via the following options:</p> <p>Email: support@rtafleet.com .</p> <p>Phone: (800) 279-0549</p> <p>RTA Knowledge Base: documentation and FAQs available online</p> <p>Website: www.rtafleet.com</p> <p>RTA Help Desk: create a service ticket with our friendly support staff</p> <p>Feedback & Suggestions: available within the software</p> <p>Phone/Email Support: Toll free support is available in most areas. Phone support is the quickest way to resolve a problem or question, however phone/email cases are handled in the order they are received. If immediate assistance is not available when calling, a message can be left and typically calls are returned within the hour. For technical support assistance after 5:00 p.m. MST or on weekends, RTA provides additional After-Hours Support on a per-hour basis.</p> <p>AI Fleet Bot and Guided Tours: RTA Fleet360 now offers guided tours to train users on how to navigate the system and tips on how to use the latest features, without having to reach out directly to support or wait for the next scheduled training class. Our AI-powered Fleet Bot resource gives our customers 24/7 chat capabilities with a support bot who searches RTA's best practices and knowledge base to provide you with the most accurate and up-to-date information available whenever you need assistance.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	RTA is fully willing and able to continue to provide our products and services to all Sourcewell participating entities, as we have for the past four years.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RTA is fully willing and able to continue to provide our products and services to Sourcewell participating entities in Canada, as we have for the past four years.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. RTA will fully service any geographic areas of the United States and Canada.	*
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.	None. RTA does not exclude any Participating Entity from our fleet management information system, other technology solutions, or fleet consulting services that we offer.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. RTA will not impose any specific requirements or restrictions on participating entities in Hawaii and Alaska or other U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. RTA will extend the terms of any awarded agreement to nonprofit entities.	*

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>RTA: The Fleet Success Company's marketing strategy for contract promotion relies on several strategic touchpoints, including digital ads, print ads, email campaigns, postcard campaigns, phone call campaigns, and event marketing. Representative samples of marketing materials are available upon request.</p> <p>RTA's targeted marketing efforts will focus on the following media outlets and promotional channels to raise awareness and drive engagement:</p> <p>Contract Announcements and Advertisements: Press Release: RTA will issue a press release to be distributed through key media outlets within one week of contract award. A draft of this press release will be submitted to Sourcewell for approval prior to distribution.</p> <p>Media Contact: The press release will also be shared directly with government and K-12</p>

fleet-related media outlets. RTA will encourage all contacts to post the news release on their websites and e-newsletters.

E-Blast: An email blast will be sent to all government fleet clients in the RTA database as part of our ongoing email campaigns which will use the Sourcewell logo. We will also source email addresses for the Sourcewell membership to notify them that they can purchase RTA through this contract.

Advertisements: Ads will be displayed as part of both "Digital Ads" and "Print Ads" campaigns that will use the Sourcewell logo as another opportunity to promote the contract/relationship.

Digital Ads:

Banner Ads: Different-sized digital ads will be placed monthly on media websites and e-newsletters such as Government Fleet, The Municipal, Governing, NAFA Fleet Solutions, School Bus Fleet, METRO, and other fleet-related publications using the Sourcewell logo.

Social Media Ads: LinkedIn ads will target government fleet personnel to enhance brand presence and visibility promoting Sourcewell. Ads will feature "look-alike" modeling to expand reach beyond the initial audience.

Retargeting: Government and education fleet personnel who visit our website will be retargeted through digital ads to drive them back to our site and learn more about the partnership with Sourcewell.

Print Ads:

Full-Page Ads: RTA will publish full-page ads in key government and education magazines, such as Government Fleet, The Municipal Magazine, and NAFA Fleet Solutions Magazine. All creative assets will be developed in-house by RTA's marketing team.

Email Campaigns:

Purchased E-blasts: Monthly/quarterly emails will be sent to relevant databases promoting RTA's products and services, with a focus on Sourcewell contract opportunities.

RTA E-blasts: Our database consists of tens of thousands of public sector fleet personnel who will receive regular e-mail communications.

Webinars:

RTA will produce 30-minute webinars featuring topics relevant to public sector fleets, including cooperative purchasing options and case studies. The webinars will be promoted across email and social channels, and fleet professionals will be encouraged to watch live or on-demand via our webinar platform.

Direct Mail:

Postcards: RTA recognizes the value of traditional marketing and will mail postcards to fleet professionals and will use that as a means to educate Sourcewell members on the ability to purchase RTA through it.

Sales Development:

RTA SDR's will leverage the Sourcewell member list in their daily activities to check to see if prospects they are talking to are members and educate them or remind them they can use Sourcewell to purchase RTA.

Events:

Tradeshows and Conferences: RTA invests heavily in attending and sponsoring fleet-related events, such as Government Fleet Expo, NAFA I&E, NAFA regional events, FleetCon, NASUF, NTEA Work Truck Show, and more than 20 other fleet management conferences, tradeshows, and educational events. RTA will promote the Sourcewell contract at the booth at each event that we participate.

SEO:

RTA has achieved significant search engine visibility on page one for key phrases such as "Fleet maintenance software for government fleets" and "Fleet management information systems," ensuring that fleet personnel searching for these terms will find RTA's offerings.

In conclusion, RTA's comprehensive, multi-channel marketing approach is designed to maximize contract visibility and engagement among government and educational fleet sectors. By leveraging both digital and traditional media, targeted outreach, and strategic event presence, RTA aims to create widespread awareness and accessibility of its solutions through the Sourcewell contract. RTA has provided marketing samples in the document upload section titled "RTA Marketing Samples".

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>RTA: The Fleet Success Company will prominently display the awarded Sourcewell contract on our website, www.rtafleet.com. In particular, detailed information about the contract and the benefits to fleet professionals will be clearly featured through banners, landing pages, and dedicated content sections.</p> <p>RTA leverages a comprehensive suite of marketing technologies and digital data to maximize the effectiveness of our campaigns:</p> <p>Social Media: RTA maintains a very active presence within LinkedIn. By using LinkedIn as not only a platform to get our message out to the market, we can also use it as a tool to target our message to Sourcewell members and government and educational fleets that would benefit. RTA has several ex-fleet managers that serve as influencers for RTA and evangelists for the industry, as well as high engagement from our CEO, Josh Turley. We can leverage our brand presence and these influencers to educate on this preferred purchasing option and promote the Sourcewell contract.</p> <p>Marketing Automation (B2B): We use Hubspot, which allow us to streamline the creation, deployment, and management of campaigns across multiple channels, including social media, email, etc. These tools also help track user engagement and optimize follow-up actions based on customer interactions.</p> <p>Seamless: This powerful tool helps us to understand buyer intent, allowing us to target the right contacts and generate quality leads. We also rely on this platform to continually expand our database with government fleet contacts that align with our Sourcewell offerings.</p> <p>Retargeting Campaigns: We use retargeting strategies to re-engage visitors who have shown interest in our products by browsing key pages on our site. These visitors will see ads as they browse other websites, encouraging them to return to RTA's site for further information.</p> <p>CRM (Hubspot): Hubspot serves as our core CRM tool, managing all company operations and sales data. It allows us to track lead progress, integrate contract opportunities effectively into our sales process, and effectively manage the customer lifecycle.</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>Sourcewell plays a pivotal role in the successful promotion of contracts awarded through this RFP by driving awareness, engagement, and ongoing promotional efforts. We believe Sourcewell's focus will be on educating relevant stakeholders about the benefits of cooperative purchasing and ensuring its member organizations can easily access RTA's services.</p> <p>We view any contract award as an ongoing partnership, and RTA is committed to making the Sourcewell contract a key aspect of our market presence. Our sales team is highly experienced in selling to government and education fleets, and we have built considerable expertise in promoting the advantages of utilizing Sourcewell contracts over the last several years. As a trusted partner, RTA ensures that its team is fully equipped to highlight the benefits of cooperative purchasing, simplifying the procurement process for our clients. It is also helpful that many of our fleet experts have actually worked in government and education fleets and understand the challenges of government procurement practices.</p> <p>To integrate the Sourcewell-awarded contract into our sales process, we will ensure that all relevant teams, from sales to customer support, are well-trained on the contract, solutions available, and advantages of this partnership. We will focus on helping fleet professionals understand how they can best leverage the Sourcewell contract to meet their operational and procurement needs.</p> <p>Our internal Operations team will provide detailed guidance on contract usage, creating an easily accessible knowledge base with FAQs, tutorials, and pricing models. This system will also support Sourcewell-related webinars and training, providing our customers with ongoing educational opportunities on how to make the most of cooperative purchasing options.</p> <p>Additionally, as part of our ongoing engagement strategy, we will:</p> <p>Outline the key benefits of the awarded contract to our clients.</p> <ol style="list-style-type: none"> 1. Work with Sourcewell to co-host webinars and events aimed at educating their members about RTA's offerings. 2. Utilize Sourcewell's membership platform to connect directly with interested fleet clients. 3. Align our marketing and promotional efforts with Sourcewell's preferred channels to ensure maximum visibility. <p>Finally, RTA will actively participate in all relevant marketing and educational events hosted by Sourcewell, ensuring that we remain a visible and engaged partner in the fleet management space.</p>

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, currently RTA Fleet software and solutions are not available through any e-procurement process and can only be procured directly through RTA's sales organization.	*
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
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>Unique to RTA, training is included with your annual subscription with no upfront cost for your initial three-day onsite comprehensive training program. Also available to assist in the adoption of RTA Fleet360, our fleet management information system solution, are several virtual trainings for your staff to attend during implementation pre Go-Live. Our team of experienced trainers, each averaging 10 years of experience in fleet management and training, will provide comprehensive initial training on all aspects of our system to ensure that your entire team is ready to use the system for Go-Live date. Our comprehensive training program features the following options:</p> <p>Role-Based Training: Monthly virtual classes designed for everyone from technicians to the parts manager to fleet admins.</p> <p>Tutorial Videos: A library of training videos hosted in your RTA system that dive deeper into specific functionalities.</p> <p>Product Webinars: Interactive webinars to walk you through new software capabilities, hosted by the fleet experts who build and maintain RTA.</p> <p>Custom 1:1 Training: Tailored hourly training sessions to cover any aspect of Fleet360 your team needs to learn.</p> <p>In-App Support: Guided tours to train your team to navigate the system and use the newest features without waiting for the next (free) training class.</p> <p>Recurring Check-Ins: Remote or onsite annual check-ins to ensure the system is working for you.</p> <p>AI Fleet Bot: 24/7 chat capabilities with a helpful bot that searches RTA best practices to give you the most accurate and up-to-date information available in our Knowledge Base.</p> <p>The RTA Fleet360 System Training covers fleet basics, system navigation, and best practices, followed by role-specific modules for your staff. We offer both train-the-trainer and end-user training. Training is customized for various roles within your organization, including Fleet Managers, Admins, Fleet Maintenance Technicians, and Parts and Inventory Management Specialists. We offer live, online training sessions monthly for each role, allowing clients to register for up to five seats per session at no additional charge.</p> <p>Training continues beyond the initial implementation phase as well. In addition to monthly sessions, we provide unlimited on-demand, role-based training videos accessible anytime, even for non-RTA users at no additional charge. This ensures easy onboarding for new hires and offers current staff opportunities for refreshers and tune-ups on the system or practice with new features as needed.</p>	*

42	Describe any technological advances that your proposed Solutions offer.	<p>RTA's proposed solution leverages several cutting-edge technologies to enhance performance, accessibility, and functionality:</p> <p>Cloud-Based SaaS Solution: Our system operates as a Software as a Service (SaaS), providing secure, web-based access from anywhere. This ensures high availability, scalability, and reduced infrastructure management, all powered by Amazon Web Services (AWS) for reliable cloud computing.</p> <p>Cross-Platform Browser Support: RTA supports all major web browsers, including Google Chrome, Microsoft Edge, Firefox, and Safari, offering flexibility and ease of use for your team, regardless of their preferred platform.</p> <p>Advanced Mobile Functionality: The RTA Mobile App and eDVIR app provide robust functionality for both Android and iOS devices, available for download from Google Play and the Apple App Store. These apps empower field technicians with features like mobile dashboards, kiosk mode, part reordering, paperless shop operations, driver reports, inspections, work orders, and barcode scanning, improving operational efficiency from any location.</p> <p>AI Integration for Fleet Management: Our solution incorporates AI technology through our AI Fleetbot feature within Fleet360, which serves as a smart assistant for users. This feature allows for quick responses to common inquiries, providing an enhanced customer support experience and helping users navigate the system more efficiently.</p> <p>Fleet Management Consulting: Unlike any other fleet management system provider, RTA has a fully staffed and functioning Fleet Consulting Group that not only provides traditional fleet management consulting services to our clients, but also provides support to our clients during system implementation and ongoing support. Our consulting group boasts more than 300 combined years of actual hands-on fleet experience along with professional fleet management consulting experience. Together, these consultants have helped close to 500 fleet organizations across North America.</p> <p>By incorporating these technological advances, RTA offers a future-ready, accessible, and scalable fleet management solution designed to meet the evolving needs of the industry.</p>
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>While we do not hold any official certifications, RTA contributes to green initiatives by incorporating various environmentally friendly features and practices into its fleet management solution, helping organizations reduce their carbon footprint and promote sustainability. Here are some key ways RTA supports green initiatives:</p> <p>Paperless Shop: RTA's Paperless Shop feature eliminates the need for physical paperwork in maintenance operations. By transitioning to digital work orders, inspection reports, and part management, organizations can significantly reduce their paper usage. All documentation, including work orders, inspections, and parts reordering, can be managed through our mobile apps or desktop platform, contributing to eco-friendly operations. Since 2017, when Josh Turley became CEO, our clients have saved over 11,000 trees by using RTA as opposed to paper-based systems. Our Paperless Shop module alone has saved an estimated 9,700 trees in that time frame.</p> <p>Efficient Fleet Management: By optimizing fleet performance, RTA helps organizations reduce fuel consumption and lower emissions. Features like real-time vehicle tracking, preventive maintenance scheduling, and fuel tracking allow fleet managers to maintain vehicles more efficiently, reducing idle time, improving fuel economy, and minimizing environmental impact.</p> <p>Mobile Access: The RTA Mobile App and eDVIR app provide fleet teams with tools for inspections, work orders, and reporting in a fully digital format. This mobile access reduces the need for printed materials and streamlines operations, supporting a more sustainable, paper-free workflow.</p> <p>Cloud-Based Solution: RTA's cloud-hosted SaaS solution reduces the need for energy-intensive on-premise hardware. By utilizing energy-efficient cloud infrastructure provided by AWS, RTA helps minimize the carbon footprint associated with running servers and other IT equipment in-house.</p> <p>Fleet Consulting Services for Sustainability: RTA's Fleet Consulting team regularly conducts Electric Vehicle (EV), Zero-Emission Vehicle (ZEV), and Low-Emission Vehicle Transition Studies to help fleets transition to cleaner, more sustainable operations. These studies provide tailored recommendations for integrating electric and low-emission vehicles into existing fleets, allowing organizations to reduce emissions and align with environmental regulations and sustainability objectives. Additionally, we offer Fleet Right-Sizing Studies to optimize fleet size, ensuring that fleets operate efficiently with the appropriate number of vehicles. This process not only reduces fuel consumption but also lowers the overall carbon footprint of the fleet by eliminating unnecessary vehicles and improving utilization.</p> <p>Through these initiatives, RTA helps public sector fleets reduce emissions, operate more sustainably, and meet their environmental goals. Our fleet management technologies and consulting services work together to support a more eco-conscious, efficient future for fleets.</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.	While we hold no formal certifications, RTA makes every effort to incorporate sustainability throughout our organization and help our customers work toward achieving their sustainability goals and initiatives. See question 43 above.	*
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?	RTA is one of the few fleet technology companies that has been operating for over 45 years. Our system was designed by fleet professionals for fleet managers, and comes with a personal touch that is unique to the industry. Our CEO is accessible and is frequently in communication with all of our clients, not just the largest ones. As a family-owned entity, our company gets to focus on our customers' voices, rather than being beholden to investors.	*
46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	<p>RTA has dedicated resources assigned to Information Security. Our system is designed to meet or exceed the data security standards set forth by local authorities, state regulations, and federal laws. We regularly assess and update our security protocols to stay current with any changes in regulations and to address emerging threats in the cybersecurity landscape. Additionally, we engage in regular third-party audits and security assessments to validate our compliance and to provide our customers with the assurance they need. RTA Fleet360 supports Single Sign On (SSO) through Azure Active Directory and supports Multi-Factor Authentication.</p> <p>RTA uses Microsoft Active Directory as our primary identity and access management system. All sensitive data is encrypted using AES-256 or better both in transport and in storage. Our system uses Amazon's AWS for our hosting environment, and AWS holds appropriate certifications such as SOC 2 and SSAE 18. RTA's SOC 2 certification is in progress, and we expect to be certified in early 2025.</p> <p>RTA ensures that all systems and applications are scanned for vulnerabilities and that any detected vulnerabilities are remediated prior to new releases. To ensure the highest levels of security within our system, we have currently implemented policies and procedures regarding how security risks are mitigated until patches can be applied. Our team remains dedicated to maintaining the confidentiality of all Institutional data, ensuring that only authorized personnel have access to sensitive information.</p> <p>As part of our Service Commitment, RTA ensures that data backups are encrypted using 256-bit Advanced Encryption Standard (AES-256), three copies of data backups are retained for 90 days, and stored in separate physical data center campuses.</p>	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	<p>RTA Fleet360 provides robust fleet management tools that can support environmentally conscious initiatives through its data-driven and cloud-based architecture, including full support for EV, ZEV, and low-emission vehicles within our solution. Fleet360 integrates telematics for EV management and emissions tracking, which helps public sector fleets optimize performance, monitor sustainability metrics, and achieve environmental goals</p> <p>For organizations pursuing electrification or other smart city objectives, RTA offers consulting services, including EV, ZEV, and low-emission vehicle transition planning, which align with broader sustainability and efficiency goals.</p>	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	<p>RTA Fleet360 offers a comprehensive Accident Management and Reporting module that helps fleet managers efficiently track and manage accidents. This module allows users to create detailed accident reports, including capturing essential information such as the vehicles involved, the nature of the incident, and the associated costs. The system also supports the attachment of relevant files, photos, and documents, which can be crucial for insurance claims and internal reviews. Our latest update also allows you to create and manage customized accident/incident forms including required fields, attachments, and more.</p> <p>RTA's accident management feature integrates seamlessly with the rest of the fleet management system, ensuring that all data related to an accident is stored in one place and easily accessible. This centralized approach helps in generating accurate reports, tracking trends, and analyzing accident data to identify potential areas for improvement. The system also provides customizable forms and reporting tools to meet specific organizational needs, making it a versatile solution for managing the complexities of fleet-related incidents.</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	
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" 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.	<p>Our standard payment terms are net 30 days. We accept payment via check or ACH and typically bill our customers on an annual basis.</p> <p>Because of inflation, RTA will periodically issue price adjustments to the MSRP, those increases are typically only at 3.5% or CPI, whichever happens to be higher. RTA will always ensure that Sourcewell customers receive the contracted 8% discount off standard MSRP on software and services.</p>	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	We do not currently offer leasing or financing options for our hardware. Telematics devices have a 24-month financing option and RTA Fleet360 SaaS subscriptions can be billed quarterly or annually for no additional charge.	*
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.	RTA has included a copy of our standard Terms and Conditions, including our Service Level Agreement for Cloud Hosting solutions, see RTA Terms in the document upload section.	*

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?	RTA accepts the P-card procurement and payment process. There are no additional costs or fees to Sourcewell participating entities for using this process.	*
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.	RTA provides tiered FMIS pricing based on asset count and services based on hourly rates. We will provide line-item discounts based on the attached pricing proposal.	*
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.	RTA is offering an eight percent (8%) discount off of MSRP for software and services (including fleet management consulting services) as represented by the pricing proposal included with this response. Telematics and other hardware solutions offered by RTA Fleet also include a five percent (5%) discount off of MSRP.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	RTA has built in price break tiers that lower the per-asset charge the greater the volume of assets. This is demonstrated in our pricing proposal attached.	*
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.	RTA will supply a quote for any sourced, open market, or non-contracted items at the time of any such request, including our proposed 5% discount off of MSRP on hardware and an 8% discount on software and services MSRP for Sourcewell participating entities. Sourced products may include things such as fueling systems, fueling cards, telematics systems, predictive maintenance products, or other add-ons not directly offered by RTA Fleet.	*
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.	All costs outside of freight, shipping and sales tax (if applicable) are included. RTA does not have hidden charges.	*
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.	As a web-based system, only optional hardware would be shipped, if applicable. Freight/shipping is an additional cost for any hardware purchase, including those by Sourcewell participating entities. RTA ships all hardware orders through UPS. We offer overnight, 2-day, 3-day, and standard delivery options, and will continue to provide a standard shipping discount for Sourcewell participating entities when this line item is added to the invoice.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above. Shipping will be billed as an additional cost to the purchase price for all customers.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Software is delivered through a secure web portal. RTA will provide training and instructions on how to access and sign into the application as well as the mobile counterpart.	*
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.	RTA has a structured internal audit process in place to ensure compliance with the Sourcewell agreement and proper pricing for participating entities. A dedicated team across Sales, Marketing, Administrative, and Executive functions will monitor Sourcewell contract purchases and calculate quarterly administrative service fees. Tools such as QuickBooks, SaaSOptics, and HubSpot will track customer sales, purchases, and contract details. Periodic audits will be conducted to verify that Sourcewell's preferred pricing is adhered to. This includes comparing contractually obligated pricing with the actual prices offered to Sourcewell participants and ensuring that all invoices and purchase orders reference the Sourcewell Fleet Management Technologies contract number. This process ensures transparency and compliance with the agreement.	*
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.	RTA will continue to use, develop, refine, and monitor internal metrics to measure the number and dollar figures of Sourcewell-related deals that are closing, sales closed compared to years past, number leads that are Sourcewell-driven leads or that purchased off the Sourcewell contract, and more.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell 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.	RTA proposes a two percent (2%) Administrative Fee payable to Sourcewell in consideration for the support and services provided by Sourcewell. This fee will be payable to Sourcewell on all completed transactions to Participating Entities using the Sourcewell agreement and will be calculated as the stated percentage of all completed transactions using the Sourcewell Master Agreement within the preceding reporting period.	*
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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.	The 8% discount off MSRP on software and services represents a larger discount than previously offered through any cooperative contracts, state contracts, or agency contracts.	*

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>RTA offers a comprehensive suite of Fleet Management Information Systems (FMIS), other technology related solutions, and fleet consulting advisory services aimed at optimizing fleet performance and supporting sustainability goals. Below is a detailed description of each solution:</p> <p>FMIS Solutions:</p> <p>Asset Management: RTA Fleet360 tracks every vehicle and asset in your fleet, enabling lifecycle management and data-driven decision-making. This helps optimize asset use, plan replacements, and manage disposals based on performance and cost-effectiveness.</p> <p>Preventive Maintenance: The system supports preventive maintenance scheduling, work order management, and real-time tracking of vehicle health. This minimizes downtime, improves shop productivity, and extends the lifespan of assets by automating and streamlining maintenance workflows.</p> <p>Parts Inventory Management: Fleet360 enables real-time tracking and automated reordering of parts to ensure that the right components are always available for repairs. This reduces delays and minimizes vehicle downtime.</p> <p>Fuel Management: RTA's FMIS includes fuel tracking capabilities that monitor fuel consumption and transaction data, helping fleet managers identify cost-saving opportunities and stay compliant with environmental regulations.</p> <p>Mobile Applications: The RTA Mobile App and eDVIR App allow fleet managers and technicians to perform digital inspections, manage work orders, and access fleet data from mobile devices. This functionality supports a paperless environment and enhances operational efficiency.</p> <p>Reporting and Dashboards: Fleet360 provides customizable dashboards and in-depth reporting tools. These enable fleet managers to analyze operational data, monitor performance trends, and make data-driven decisions to improve overall fleet efficiency.</p> <p>Fleet Telematics: RTA integrates with telematics systems to track vehicle location, performance, and usage in real-time. This data can be used to improve route planning, monitor driver behavior, and reduce fuel consumption.</p> <p>Fleet Success Scorecard: A unique feature that tracks key metrics such as resource efficiency, risk management, and stakeholder satisfaction, providing a holistic view of fleet performance and areas for improvement.</p> <p>Fleet Consulting Solutions:</p> <p>EV, ZEV, and Low-Emission Transition Studies: RTA's consulting team supports public sector fleets in transitioning to electric vehicles (EVs), zero-emission vehicles (ZEVs),</p>	*

		<p>and other low-emission options. These studies assess fleet needs, evaluate current infrastructure, and create actionable plans to meet sustainability goals.</p> <p>Fleet Right-Sizing Studies: Our consultants analyze fleets to determine the optimal size and composition, ensuring efficiency and reducing environmental impact. This helps in right-sizing a fleet for cost and performance optimization.</p> <p>Sustainability and Efficiency Projects: RTA focuses on increasing fleet efficiency through the use of real-time data, fleet performance assessments, and optimizing vehicle usage, helping reduce carbon footprints and fuel consumption.</p> <p>Operations Assessments: Comprehensive evaluations of your fleet operations are conducted to address current challenges and identify opportunities for improvement. This can lead to streamlined processes and increased productivity.</p> <p>Fleet Data Analysis: Our team analyzes an organization's fleet data to better understand performance metrics, helping identify areas for improvement and ensuring data-driven decision-making.</p> <p>Technology Analysis: We establish roadmaps for implementing advanced fleet technologies like telematics, artificial intelligence, and other innovations to enhance fleet performance.</p> <p>Renewal Planning: RTA develops long-term fleet renewal strategies, providing spending forecasts for each fiscal year to ensure that your fleet stays modern, efficient, and sustainable.</p> <p>Chargeback Rate Development: We help fleets calculate appropriate chargeback rates and develop department budgets that contribute to improved operational performance.</p> <p>Facility Needs Analysis: We assess maintenance facility size and layout to optimize space and functionality, based on the current and future fleet composition.</p> <p>Fleet Policy Development: RTA assists in documenting and formalizing comprehensive fleet policies and procedures, ensuring clear guidance for internal operations and compliance with best practices.</p> <p>RTA's fleet consulting solutions are designed to help organizations tackle their biggest challenges, from enhancing fleet efficiency and reducing emissions to planning for future growth and sustainability. By offering a combination of robust FMIS tools and expert consulting services, RTA Fleet360 enables fleets to operate more efficiently, reduce costs, and achieve long-term sustainability goals.</p>	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Fleet Management Information Systems (RTA Fleet360)</p> <p>Fleet Technology related hardware solutions (Barcoding, rugged Mobile Devices, Tablets)</p> <p>Fleet Related Software Solutions (RTA Inspect – eDVIR)</p> <p>Motor Pool and Fleet Sharing Solutions (RTA Fleet360)</p> <p>Fleet Consulting Services</p> <p>Fleet Fuel Tracking Solutions</p> <p>Telematics, Fleet Monitoring, Asset Tracking, and Geofencing Solutions</p> <p>Integrated Video Solutions</p>	*

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	Fleet360 FMIS SaaS	*
77	Fleet technology related hardware solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
78	Related software solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
79	Fleet telematics	<input checked="" type="radio"/> Yes <input type="radio"/> No	Several partners	*
80	Fleet monitoring and asset tracking	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
81	Geofencing solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes	*
82	Motor pool and fleet sharing solutions services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Included in FMIS	*
83	Integrated video solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Several partners	*
84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	<input checked="" type="radio"/> Yes <input type="radio"/> No	Included in FMIS	*

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 checked="" type="radio"/> Yes <input 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](#) - RTA Sourcewell Pricing 2025 (1).xlsx - Tuesday October 29, 2024 09:05:37
- [Financial Strength and Stability](#) - RTA Financial Strength Documentation.pdf - Friday October 25, 2024 10:47:48
- [Marketing Plan/Samples](#) - RTA Marketing Samples (4).pdf - Tuesday October 29, 2024 09:05:51
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - RTA_SLA (3).pdf - Friday October 25, 2024 13:54:37
- [Requested Exceptions](#) - RFP_102924_Master_Agreement_Fleet Management Technologies (1).docx - Friday October 25, 2024 14:59:34
- 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. - Trevor Shackett, Proposal Specialist, Ron Turley Associates, 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

**AMENDMENT #1
TO
MASTER AGREEMENT #102924-RTA**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Ron Turley Associates, Inc.** (Supplier).

Sourcewell awarded a Master Agreement (102924-RTA) to Supplier to provide solutions to Participating Entities related to Fleet Management Technologies with Related Software Solutions (Agreement).

On November 25, 2025, Supplier changed its name from Ron Turley Associates, Inc., to Ron Turley Associates, LLC, and wishes to amend the Agreement to reflect that change.

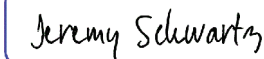
NOW, THEREFORE, the parties amend the Agreement as follows:

Sourcewell acknowledges Supplier's name change and agrees to amend the Agreement to reflect the new corporate name, Ron Turley Associates, LLC. As of the effective date of this Amendment, all references in the Agreement to "Ron Turley Associates, Inc." will be replaced with "Ron Turley Associates LLC."

Except as amended, the Agreement remains in full force and effect.

Sourcewell

Signed by:



C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 2/13/2026 | 11:08 AM CST

Ron Turley Associates. LLC (f/k/a Ron Turley

Signed by:

As:



C2DD449BF978425...

By: _____

Kevin Burdick
Vice President of Sales

Date: 2/13/2026 | 12:03 PM CST