030625-RDFX

Sourcewell

MASTER AGREEMENT # 030625
CATEGORY: Fleet Payment Solutions with Related Services
SUPPLIER: Openlane Technology Corporation dba RoadFlex

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 Openlane Technology Corporation dba RoadFlex, 204 Saint James Place, Brooklyn, NY 11238 (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 June 27, 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 #030625) to Participating Entities. In Scope solutions include:.

   1. Sourcewell is seeking proposals for Fleet Payment Solutions with Related Services, such as:

      a. Payment solutions for fuel, oil, and fluids for vehicles, aircraft, and watercraft, including gasoline, diesel fuel, alternative fuels, natural gas, propane, aviation fuel, lubricants, and fluids;

      b. Payment solutions for electric vehicle charging, station fees; and,

      c. Payment solutions for, vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services, including oil changes, tire repair, replacement, alignment and balancing, replacement parts, emergency repairs, roadside assistance and towing services, wash or detail services, inspections and certification services, FBO or marina services, and related parts or supplies.

   2. In addition to the card, mobile application, digital, and virtual payment services identified in Section II. B. 1. a. – c. above, Proposer may include a complementary offering of services, including, but not limited to card issuance and replacement, account customization, transaction processing and payment settlement, transaction statement and reporting, fleet data analytics, integrated telematics, private-site fuel location payment or data services, digital and mobile applications, training, and technical and customer support.

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 Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv)   **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v)   **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

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

vii)   **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded

from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

xii)   **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

xv)   **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and

Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

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

1)   **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2)   **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

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

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

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

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

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

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

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

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.
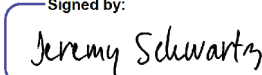
1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Openlane Technology Corporation
dba RoadFlex

Signed by:

Jeremy Schwartz

C0FD2A139D06489...

By: _____

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 7/24/2025 | 9:43 PM CDT
_____

Signed by:

Rush Akin

07AEB14983BC45F...

By: _____

Rush Akin
Title: Chief Revenue Officer

Date: 7/24/2025 | 7:41 PM PDT
_____

RFP 030625 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name:	Openlane Technology Corporation
Does your company conduct business under any other name? If yes, please state:	RoadFlex
Address:	204 Saint James Place Brooklyn, NY 11238
Contact:	Rush Akin
Email:	rush.akin@roadflex.com
Phone:	815-382-5168
HST#:	87-2760912

Submission Details

Created On:	Friday February 14, 2025 13:19:44
Submitted On:	Wednesday March 05, 2025 17:38:34
Submitted By:	Rush Akin
Email:	rush.akin@roadflex.com
Transaction #:	9bf99fd4-b1d5-4704-b0ec-9feba931b4eb
Submitter's IP Address:	147.243.183.40

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.	Openlane Technology Corporation DBA "RoadFlex"	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A - RoadFlex does not have any subsidiaries or any other entity responsible for offering and delivering the proposed solutions.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE code: 0GQC0 Unique Entity Identifier (SAM): FGJRPXUJJ4P9	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS code for our Fleet Card: 522210 NAICS code for our Fuel Risk Management Platform: 513210	
6	Proposer Physical Address:	204 Saint James Place Brooklyn, NY 11238	*
7	Proposer website address (or addresses):	www.roadflex.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):	Rush Akin Chief Revenue Officer 204 Saint James Place Brooklyn, NY 11238 Email: rush.akin@roadflex.com Phone: 815-382-5168	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rush Akin Chief Revenue Officer 204 Saint James Place Brooklyn, NY 11238 Email: rush.akin@roadflex.com Phone: 815-382-5168	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dennis Chang Chief Executive Officer 204 Saint James Place Brooklyn, NY 11238 Email: dennis@roadflex.com Phone: 415-420-8705	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

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.	RoadFlex was founded many years ago on the principles of impact, leadership, and innovation to serve the changing needs of fleets. Our mission is to help fleets reduce their fuel risk and optimize their fuel management and fleet performance with next-generation software powered by AI.	

In the last few years, RoadFlex has been one of the fastest-growing software companies serving the fleet industry. RoadFlex has served over 5,500 fleet customers, with fleet sizes ranging from a handful of vehicles to multi-thousand mixed-unit fleets.

SOLUTION

RoadFlex is a pioneer of the disruptive and new "Fuel Risk Management" industry. RoadFlex offers a Proactive Fuel Risk Management Platform comprised of 5 components:
1.   Visa Fleet Card Program
2.   6-Layered Security Program
3.   Advanced Fleet Fuel Analytics & Reporting Dashboard
4.   360-degree Data Connectivity
5.   Unique Dedicated Customer Success Program

Our Fuel Risk Management Solution offers a comprehensive approach to controlling, monitoring, and optimizing fuel and fleet expenses. The solution simplifies fuel management, eliminates fraud and theft for all types of expenses, and automates reporting and accounting.

In traditional fleet operations, fuel theft and misuse are often difficult to detect, leading to unplanned expenses and eroded budgets, often coined as "Fuel Shrinkage." We leverage advanced data analytics to detect anomalies in fuel usage, such as unusual transactions or refueling outside of approved hours or locations. By identifying these discrepancies in real-time, we enable fleet managers to act quickly, ensuring that fuel expenses are directly tied to legitimate operations.

Our customers experience average annual fuel savings of 11%, reduce their average time spent on administrative and finance tasks by over 7 hours per week, and improve fleet reporting and analysis turnaround time by over 85%.

BUSINESS PHILOSOPHY

RoadFlex's approach is to build long-term partnerships with customers and partners while acknowledging their success is our success. By upholding our core values and continuously delivering value, we aim to be the preferred partner for organizations looking to level up their fleet and fuel risk management.

CORE VALUES

RoadFlex's core values focus on several key principles to support efficient and modern fleet management. These include:
(1) Customer Obsession: Prioritizing customer needs, we strive to design solutions that simplify fleet management and eliminate inefficiencies, such as hidden fees and administrative overhead.
(2) Execution and Accountability: We are committed to delivering high-quality results, taking ownership, and driving success for all of our customers.
(3) Integrity and Transparency: We value open communication, transparency, and honesty with our customers, partners, and team members.
(4) Innovation and Continuous Improvement: We fully embrace curiosity and a drive to explore better ways to serve fleet operators, focusing on cost-effective, secure solutions that enhance the overall fleet experience.
(5) Collaboration and Inclusivity: We promote a supportive, inclusive environment where team members champion each other's growth and are encouraged to lead.

These values underpin RoadFlex's commitment to modernizing the logistics and fleet sectors, focusing on reliable service, security, and cost savings for their customers.

INDUSTRY LONGEVITY OF ROADFLEX RELATED SERVICES

Our management team has over 120 years of combined fleet industry experience plus over 40 years of state and local government fleet expertise and understands the challenges of managing complex fleets.

Over the years, our product has evolved with more advanced security features and AI-powered reporting and analytics to adapt to the ever-changing needs of modern fleets. We have seen how a proactive fuel risk management program can significantly improve the overall efficiency of fleet operations, and we continuously improve our product based on customer feedback and needs (VOC). Our customers have rated us 4.9 out of 5 stars on reputable ratings and review websites.

IN THE NEWS

Our customers have rated us 4.9 out of 5 stars on reputable ratings and review websites. We were recently dubbed "The Disruptor" at the National Association of

Fleet Administrators (NAFA) Institute & Expo, and we have a deep partnership with NAFA to better serve public fleets:

https://www.fleetowner.com/news/article/55271846/roadflex-partners-with-nafa-to-enhance-public-sector-fleet-education-and-recognition-initiatives

RoadFlex is also featured in prestigious fleet publications such as FleetOwner, Work Truck, and the Commercial Carrier Journal:

https://www.ccjdigital.com/technology/asset-tracking-management/article/15667192/roadflex-adds-security-layers-to-its-fuel-risk-management-solution

https://www.fleetowner.com/emissions-efficiency/article/55020314/roadflex-launches-ai-powered-fuel-risk-management-platform-to-combat-fuel-theft-and-fraud-for-fleets

https://www.worktruckonline.com/10224032/roadflexs-swift-response-aids-appalachian-utility-in-combating-fuel-fraud

https://www.fleetmanagementweekly.com/quickly-catch-and-stop-fuel-card-fraud/

| 12 | What are your company's expectations in the event of an award? | In the event of an award, RoadFlex is committed to providing Sourcewell Members with the most advanced and cost-effective proactive fuel risk management platform solution available in the US and Canadian markets.

We expect to use Sourcewell as our primary Cooperative Purchasing Contract for all government fleets, taking a "Sourcewell First" approach to our sales and marketing strategy. At RoadFlex, we have a Government Strategy for 2025 that's already built out, detailing our marketing, sales strategies, and processes. We will also expand our sales team to build meaningful relationships and a larger footprint with state and local government fleets.

Many customers have asked us to partner with Sourcewell, and we believe an award will be put to great use from the start. We commit to the following:
(1) Clients Waiting For Engagement: we have several customers who are waiting for the outcome of this RFP with Sourcewell. They are looking to implement RoadFlex's fuel risk management solution. In the event of an award, we are ready to continue conversations with these prospective customers and ensure that there is a quick and easy transition to our services.
(2) Open Communication: At RoadFlex, we believe in fostering transparent partnerships. We look forward to establishing clear and open communication channels with Sourcewell and its member organizations. We will provide regular updates, detailed reporting, and other insights that Sourcewell needs.
(3) Quick Implementation: We are dedicated to quickly starting the implementation process according to Sourcewell's guidelines and tailoring our services to satisfy the unique needs of the co-op purchasing agreement.
(4) Customized Fuel Risk Solutions for Sourcewell members: We recognize that every fleet faces unique fuel management challenges. Our solution is designed to be flexible, allowing us to customize risk management strategies based on your fleet's specific fueling patterns, vulnerabilities, and goals. This personalization ensures that every fleet gets the maximum value and protection from fuel fraud and inefficiencies.

We would be honored to have the opportunity to partner with Sourcewell and service your members together. | * |

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	RoadFlex is the market leader in fuel risk management solutions for fleets in North America. We have served over 5,500 fleets in the last several years and are one of the fastest-growing fleet technology companies in the US. RoadFlex is a privately held company that has the financial strength to support customer growth, new technological innovations, and potential new markets. Our company has no debt. We have raised $19 million in funding from some of the largest institutional investors in the United States and still have most of this cash on hand. As a company focused on operational excellence and technological automation, we are projected to become profitable within 2 years. RoadFlex will be here in the long term to support client operations and growth needs. Please see the file named "RoadFlex Bank Letter" for a signed letter from our bank stating that we are in good standing. NOTE: we only switched to our newest banking institution in 2024 because they offered higher yield rates for cash sitting in business checking accounts (we previously banked with another large financial institution that only offered significantly lower cash yields). Additionally, we have also included two letters from our providers of working capital line of credits stating that RoadFlex is currently in good standing. Since RoadFlex is a privately held company, we are happy to provide additional financial information, if needed, upon request.	*
14	What is your US market share for the Solutions that you are proposing?	Unique Market Differentiation: RoadFlex has a unique position in a fast-growing market. We are the sole fuel risk management solutions provider for all government and public sector fleets ("Government Agencies") throughout the United States and Canada. Our offering solves a challenge that fleets have not been able to address with existing solutions, and as we introduce our fuel risk management solution, we expect this market to increase exponentially. Market Expansion: Given our solution's unique advantages, we are actively enhancing our market presence. Our differentiated value proposition positions us as the preferred choice for Government Agencies that are not just looking for a comprehensive fuel risk management solution but also for next-generation data, analytics, and reporting capabilities tailored to fleet operations. We anticipate rapid growth and increased adoption amongst agencies, including cities, counties, states, and the public sector, that recognize the need for a tailored solution addressing their specific fuel risk management needs. We aim to become the leading provider of fuel risk management and fleet card solutions with contracts across every state across the US and every province in Canada. We are actively involved with the fleet industry and trade associations to showcase and educate on the needs for fleets to leverage a fuel risk management solution, which has provided another channel to build partnerships with Government Agencies to increase our market share. We also currently partner with several of the largest telematics providers in North America, many of which are starting to refer their customers to RoadFlex. Current Market Share: Our current market share reflects just the initial phase of serving Government Agency fleets. Nevertheless, our distinctive offerings and strategic approach position us for substantial growth in the future. As we continue to establish more partnerships and demonstrate the unique benefits of our platform, we expect to see rapid expansion in the number of fleets that implement a comprehensive fuel risk management solution. RoadFlex today has served over 5,500 fleets nationwide and is growing rapidly in both the US and Canada.	*
15	What is your Canadian market share for the Solutions that you are proposing?	RoadFlex currently serves customers that are based in Canada or that are US-based but have operations in Canada. Our Visa-based payments program allows our customers to make purchases in both countries. We have not particularly focused our efforts on the Canadian market yet. We have plans to expand our sales team in Canada during the duration of the Sourcewell contract.	*

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.	RoadFlex has never filed for bankruptcy or insolvency. We don't foresee this happening as we have a very strong balance sheet and are projected to become profitable within 2 years. RoadFlex does not have any debt. RoadFlex is also in the process of raising considerable investments further to strengthen our balance sheet and growth in the industry. We agree to provide timely written notice to Sourcewell if RoadFlex ever enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	*
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?	RoadFlex is a service provider. We provide a fuel risk management platform with fleet fuel card solutions. Our fuel risk management platform includes a fuel and fleet card solution. We developed our software platform that allows Government Agencies to automate fleet expense reporting, fraud prevention, and comprehensive software integrations. To automate reporting and AI-powered analytics, customers can use RoadFlex to achieve 360-degree fleet data connectivity. No other company can provide such a comprehensive data coverage solution. Additionally, our fleet fuel card is accepted at 100% of retail gas stations and merchants in both the United States and Canada that accept Visa. RoadFlex markets its services directly to fleet customers through our direct sales force. Our internal sales and service team delivers our solution to customers and partners. RoadFlex does not work with dealer networks to service, sell, or market our solution. These are RoadFlex employees, and we do not subcontract with any third parties.	*
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.	RoadFlex holds all required licenses and certifications typical for business operations. RoadFlex partners with Stripe and different banks to launch the RoadFlex Visa Fleet Cards. Card products are issued by our Bank partners.	*
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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None. RoadFlex agrees to provide timely written notice to Sourcewell if RoadFlex ever enters a disbarment or suspension status at any time during the pendency of this RFP evaluation.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	RoadFlex is regularly recognized by fleet industry associations and customers for its exceptional level of service and dedication to our customers and partners. RoadFlex has been recognized as an industry Thought Leader at numerous industry conferences on fleet management. RoadFlex was most recently dubbed "The Disruptor" at the National Fleet Management Association (NAFA) Institute & Expo in 2024 for bringing a unique solution that addresses a significant challenge fleet operators face. We are actively involved as presenters for numerous fleet associations, including NAFA, Government Fleet Expo (GFX), Fleetpros, the 100 Best Fleets program, and Indiana Motor Truck Associations.	*

21	What percentage of your sales are to the governmental sector in the past three years?	RoadFlex has been marketing to the government sector for close to 2 years. Therefore, RoadFlex is relatively new to the government space, and less than 1% of sales are to the governmental sector. However, our team is not new to government sales, and we have years of experience providing products and services to the government sector. For example, Rush Akin, our Chief Revenue Officer, has over 28 years of fleet experience with 22 years of sales and marketing expertise providing products and services to government fleets and has been awarded dozens of State, Local, and SLED contracts directly and indirectly via Sourcewell (Previously NJPA) over many years in his career. RoadFlex has recently announced significant investment for 2025 in the government sector in partnership with the NAFA Fleet Management Association, as noted in the recent press release here: https://www.fleetowner.com/news/article/55271846/roadflex-partners-with-nafa-to-enhance-public-sector-fleet-education-and-recognition-initiatives We have a list of government agencies currently in our sales pipeline, and with a Sourcewell Award, we expect to end the 2025 year with ~20% of our customer base made up of state and local government agencies. Some government agencies that are currently in our sales pipeline include the City of Tacoma, the City of Norman, the City of West Palm Beach, the City of North Miami, the Walton County Sheriff's Office, the City of Birmingham, the City of Casselberry, Seminole County Sheriff's Office, County of Roanoke, Town of Apex. These government agencies are looking to implement RoadFlex and are currently waiting for the outcome of this RFP with Sourcewell. Additionally, through our partnership with EJ Ward, we are speaking with other fleet managers and operation directors at several local government agencies looking to implement RoadFlex's fuel risk management solution. Sourcewell customers can use RoadFlex fleet cards for private site fueling payments at EJ Ward locations.	*
22	What percentage of your sales are to the education sector in the past three years?	As with state and local government fleets, RoadFlex has been marketing to the education sector for less than 2 years. Therefore, RoadFlex is relatively new to the education space, and less than 1% of sales are in this sector. However, our team is not new to school district sales. For example, Rush Akin, our Chief Revenue Officer, has over 28 years of fleet experience with 22 years of sales and marketing expertise providing products and services to school district fleets and has been awarded dozens of SLED contracts directly and indirectly via Sourcewell (previously NJPA) contracts over many years in his career. RoadFlex has recently announced significant investment for 2025 in the government sector in partnership with the NAFA Fleet Management Association, as noted in the recent press release here: https://www.worktruckonline.com/10236015/roadflex-invests-in-public-sector-fleet-education-and-recognition We have a list of education entities currently in our sales pipeline, and with a Sourcewell Award, we would expect to end the 2025 year with ~5% of our customer base made up of education entities. These education entities, such as Sumter County Schools, are looking to implement RoadFlex and are currently waiting for the outcome of this RFP with Sourcewell. Additionally, through our partnership with EJ Ward, we are speaking with other fleet managers and operation directors at several education entities looking to implement RoadFlex's fuel risk management solution. Sourcewell customers can use RoadFlex fleet cards for private site fueling payments at EJ Ward locations.	*
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?	RoadFlex does not currently hold any state, provincial, or cooperative purchasing contracts.	*
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?	RoadFlex does not currently hold any GSA, Standing Offers, or Supply Arrangements (SOSA).	*

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 *	
DOCS Health	John Herring	(540) 809-2314	*
Vocational Development Center	Teressa Prosser	(712) 308-6428	*
Appalachian Utility Services	Morgan Thomas	(606) 922-5121	*

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.	Our full-time employees make up our sales force and comprise seven (7) top-performing sales professionals, "Sales Account Executives," who work remotely in different parts of the US. This team covers the entire US and Canada. We also have twelve (12) business development representatives, with a total headcount of nineteen (19). Our sales force is split into three specialized teams: Small-and-Midsized Fleets (SMBs), Large Fleets, and Government Fleets. These teams allow us to focus on these verticals' specific needs and solutions to provide the best consultative experience for our partners and customers. RoadFlex's Sales Team is led by RoadFlex's Chief Revenue Officer, Rush Akin. Rush has over 28 years of experience in the fleet industry, with 22 years selling directly to government fleets. Rush has worked with dozens of government customers, including Sourcewell (previously NJPA), and held contracts at other companies, including Lytx and Syntech Systems FuelMaster. To support this team, we have two business operations managers (Sales Ops) who manage contracts, sales and marketing materials, and billing. We also have a robust management team with a nationwide reach in both the US and Canada. Additionally, RoadFlex has recently closed a partnership with EJWard for indirect sales. Our sales strategy is focused mainly on net new government ("Government Agency") opportunities. We are open and transparent with our prospective customers on how we alleviate fueling, financial, and operational burdens for their fleet through streamlined reporting, analytics, and billing. RoadFlex has a targeted marketing plan for the government, education, and non-profit sectors. This plan was created to support outreach efforts to inform eligible government agencies that they can leverage our offerings to save money for their agency. Our outreach efforts consist of outreach campaigns, including direct email, direct mail, trade shows, phone, channel partners, and SEO/SEM. RoadFlex is also committed to supporting RoadFlex's Sourcewell program through a strong sales team that is available to meet Sourcewell member needs.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	RoadFlex is the OEM and sole source provider of RoadFlex solutions. We do not sell through other distribution methods.	*

28	Service force.	DEDICATED CUSTOMER SUCCESS PROGRAM Working closely with our sales team, we have a robust Customer Success team led by our VP of Customer Success, Jessica Elam. She is an industry veteran with over 20 years of leadership experience in fleet and payments and leads a team of 34 service representatives, supervisors, and account managers. RoadFlex offers a Unique Dedicated Customer Success Program, the first to be offered in the fleet industry. Each government fleet customer will be assigned a RoadFlex Customer Success Manager, their main point of contact at RoadFlex. Our experienced Customer Success Managers have direct relationships with each client and department personnel. They can provide quick and efficient solutions to our customers and partners, as well as make the proper escalations to executive leads when necessary. Clients that use RoadFlex's managed services for fuel risk management will have access to a dedicated Fleet Fuel Analytics Manager. They will act as an extension of the customer's team to streamline reporting, analytics, and operations. The Fuel Analytics Manager will help reconcile (audit) all fuel and fleet expense transactions, identify risk, and provide expert analysis for improvement every month. 24/7/365 SUPPORT AND SERVICE LINE All our customers have access to our customer support team, which operates 24/7, 365 days a year, and can be reached by email, SMS, and phone (toll-free number). RoadFlex has developed high standards in how we serve our customers. For our customer service line, our average response time is the following: - Phone calls: average wait time of 24 seconds - Live chat: average wait time of 36 seconds - Email: average response time of 4 minutes We set our standards for customer service and support by benchmarking against other fuel card companies and aiming even higher to compete with the standards of the companies with the highest NPS scores in the world. Our measured metrics include: - Average time to answer - Talk time - Handle time - Average time to resolution - Time to abandon - NPS score: RoadFlex surveys every customer to gain insight into their customer service experience, and we consistently receive 5 out of 5 for our services. Additionally, all calls are recorded for evaluation purposes using speech analytics software, which gives RoadFlex real-time data on customer satisfaction and information to continuously improve our customer service.	*
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 orders are handled directly by RoadFlex. We do not work with any distributors or dealers to implement or service our solution. When a client decides to participate in the award, RoadFlex will have a Customer Success Manager reach out and work with the agency to onboard them to RoadFlex. RoadFlex will set them up with their own account and give them access to their own Fuel Risk Management Platform account. Additionally, all customers will have complimentary access to their Web Portal, Driver Mobile App, and fleet/company cards. They can also view all reports, advanced analytics insights, vehicles, drivers, and tailored invoices from the same dashboard.	*
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.	RoadFlex's Unique Comprehensive Customer Success Program has four components: (1) Dedicated Customer Success Team (2) 24/7/365 Support & Service Line (3) Emergency Response (4) Full Solution Customization Below are in-depth descriptions of each of these. DEDICATED CUSTOMER SUCCESS TEAM RoadFlex offers a Unique Dedicated Customer Success Program, the first to be offered in the fleet industry. Each government fleet customer will be assigned a RoadFlex Customer Success Manager, who will be their point of contact at RoadFlex. Our experienced Customer Success Managers have direct relationships with each client and department personnel. They can provide quick and efficient solutions to our customers and partners, as well as make the proper escalations to executive leads when necessary. Clients that use RoadFlex's managed services for fuel risk management will have access to a dedicated Fleet Fuel Analytics Manager. He or she will act as an extension of the customer's team to streamline reporting, analytics, and operations. The Fuel Analytics Manager will help reconcile (audit) all fuel and fleet expense transactions, identify risk, and provide expert analysis for improvement on a monthly basis. All customers can expect the highest level of customer success, consisting of the	

following:

(1) Dedicated Customer Success & Onboarding: all customers receive a dedicated team to guarantee their success throughout their RoadFlex journey. The Customer Success Manager will help customize their entire RoadFlex dashboard, fuel risk policies, and transaction controls per their fleet's specific requirements (by driver or vehicle).

(2) Admin and Manager Training: different personnel from the customer's team will have access to the benefits of RoadFlex through personalized onboarding and training. This includes fleet managers, finance managers, bookkeepers, drivers, operations managers, and general managers, amongst others. The customer will also be able to customize new user access levels as needed.

(3) Quarterly Business Review: the Customer Success Manager is able to conduct quarterly reviews of the fleet client's performance to showcase progress regarding specific KPIs and goals. This is to uncover new areas of improvement so that customers continuously drive ROI on their RoadFlex journey.

Furthermore, customers can reach out to their Customer Success Manager or RoadFlex support team to ask any questions at any time (including but not limited to billing, reporting, performance, and driver controls, amongst others).

24/7/365 SUPPORT AND SERVICE LINE

All our customers have access to our customer support team, which operates 24/7, 365 days a year, and can be reached by email, SMS, and phone (toll-free number). RoadFlex has developed high standards in how we serve our customers. Our customer service line average response times are as follows:
• Phone calls: average wait time of 24 seconds
• Live chat: average wait time of 36 seconds
• Email: average response time of 4 minutes

We set our standards for customer service and support by benchmarking against other fuel card companies and aiming even higher to compete with the standards of the companies with the highest NPS scores in the world. Our measured metrics include:
• Average time to answer
• Talk time
• Handle time
• Average time to resolution
• Time to abandon
• NPS score: RoadFlex surveys every customer to gain insight into their customer service experience, and we consistently receive 5 out of 5 for our services.
Additionally, all calls are recorded for evaluation purposes using speech analytics software, which gives RoadFlex real-time data on customer satisfaction and information to continuously improve our customer service.

RoadFlex provides the highest level of customer and technical support services to all our customers. Our team continuously measures customer satisfaction through a Customer Satisfaction Score (CSAT), in which a survey is sent out to all our customers after their support case has been closed. Each response that is less than "Great" will get a call-back from one of our Customer Success Directors within one business day to understand the concern and further improve the customer experience. RoadFlex tracks all of these CSAT results to continuously improve our customer service. We have consistently met our target of achieving over 96% approval rate on all support cases.

EMERGENCY RESPONSE

RoadFlex is fully equipped and prepared to support the needs of government customers in the case of natural disasters, military mobilization, and threats to national security.

RoadFlex understands the importance of keeping fuel supplies available for the public sector to best respond to emergencies such as national disasters. RoadFlex has been instrumental in helping fleets maintain continuous operations during times of need, such as outages.

During the implementation stage, our Customer Success Managers work with each public fleet to set up service plans in case of emergencies:
• RoadFlex will help develop an emergency response plan
• Set up backup physical and virtual cards so that customers can easily assign and use new cards to support emergency needs
• Offer a dashboard outlining fuel stations and networks that are active in disaster areas. Our Customer Success team is highly trained to meet the timely needs of all city, county, state, and federal fleet needs at all times, and our customers continuously cite our award-winning customer service as a crucial aspect of their relationship with RoadFlex

FULLY SOLUTION CUSTOMIZATION

		RoadFlex is the first fleet fuel card solution that is fully customizable. We welcome product feedback and feature requests from customers and will work with them to implement new tailored solutions that solve their specific needs. This includes fully customizing their RoadFlex online portals, each of the cards and their spending limits and controls, specific integrations with fleet-related and account-related tools, etc.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Serving Sourcewell participating entities is a top priority for RoadFlex. RoadFlex firmly believes the Sourcewell contract will provide Sourcewell Participating Entities with the most advanced fuel risk management solution and fleet fuel card solution available in the market. We have no limitations on our ability and willingness to provide our products and services to Sourcewell Participating Entities. Sourcewell Participating Entities will have access to all fuel, fleet, and commercial locations in the United States, Canada, and all US territories, including American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. Drivers can experience easy and seamless transactions at both private site fueling locations and retail fueling sites, including truck stops, EV charging stations, service locations, maintenance providers, and more. The RoadFlex Fleet Fuel Card is accepted at 100% of retail fueling locations that accept Visa cards as payment, providing 220,000 locations in the United States, over 25,000 in Canada, and over 500,000 maintenance locations in North America. All Sourcewell Participating Entities will receive "white glove" service throughout their RoadFlex journey through our Unique Customer Success Program. This includes premium onboarding & training, additional account management, and extra communication. In addition to assigning a Customer Success Manager and Account Manager to each account, RoadFlex will also dedicate an executive team member as a "Sourcewell Executive Sponsor" for every account as a way to offer additional resources and support to Sourcewell participating entities specifically.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have no limitations on our ability and willingness to provide our products and services to Sourcewell participating entities in Canada. All Sourcewell participating entities will receive "white glove" service throughout their RoadFlex journey through our Unique Customer Success Program. This includes premium onboarding & training, additional account management, and extra communication. Drivers can experience easy and seamless transactions at retail fueling sites, truck stops, EV charging stations, service locations, maintenance providers, select private site fueling locations, and more. The RoadFlex Fleet Fuel Card is accepted at 100% of gas stations and truck stops that accept Visa cards as payment, with over 25,000 locations in Canada. In addition to assigning a Customer Success Manager and Account Manager to each account, RoadFlex will also dedicate an executive team member as a "Sourcewell Executive Sponsor" for every account as a way to offer additional resources and support to Sourcewell participating entities specifically.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	N/A. RoadFlex can fully serve all geographic areas in 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.	N/A. All customers eligible to participate in Sourcewell will have full access to RoadFlex solutions (government, public fleets, education, non-profit).
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A. We do not foresee any specific contract requirements or restrictions preventing RoadFlex from servicing participating entities in Hawaii, Alaska, or US Territories. We look forward to servicing participating entities in all 50 US states and all US territories.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, where applicable.

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.	RoadFlex will promote this opportunity through a wide range of customer touchpoints and different methods and channels. We have a sales and marketing department focused solely on developing marketing strategies. RoadFlex's intended marketing promotional methods and corresponding descriptions for Sourcewell are listed below. A report of these activities listed below will be provided to our assigned Sourcewell representative every month (more frequently if needed).	

To announce the Sourcewell contract:
• Press Release: RoadFlex will produce a press release for nationwide distribution within 72 hours of the contract award and will obtain Sourcewell's approval of the press release prior to distribution.
• Media Contact: RoadFlex will share the press release with all of our government media contacts and encourage them to post it online.
• Advertisements: Advertisements will be distributed through digital ads and print ads.
• Social media: LinkedIn and Facebook ads will be directed towards government fleet personnel to boost brand awareness and drive leads.
• E-blasts: An e-blast will be sent to all government fleet contacts in the RoadFlex database.

With permission from Sourcewell, we will conduct marketing through a wide range of channels and opportunities:
(1) Press releases: RoadFlex will produce press releases highlighting best practices on how RoadFlex customers have benefited from utilizing RoadFlex. We will focus on getting these press releases published on media sources that are most popular with government fleet operators. Please see the "Press Release Sample" document for a sample press release that we would publish.

(2) Trade shows: RoadFlex invests significantly in government-specific conferences and trade shows. We continuously seek new ways to create brand awareness through new strategies. We would focus on being a vendor exhibitor, sharing insights through speaking engagements, and sponsoring the shows. We've had a strong presence previously at ATA, Geotab Connect, NAFA, AFLA, Fleetcon, 100 Best Fleets, GFX, and several regional and industry-specific shows. Where available, we plan to fly our Sourcewell contract flag in trade show booths, at speaking engagements, and other venues and will have co-branded brochures available.

(3) Publications - Magazine Ads: RoadFlex will place ads in government magazines, including Government Fleet Magazine, NAFA Fleet Solutions Magazine, Fleet Owner Magazine, The Municipal Magazine, and Automotive Fleet Magazine, amongst others. Our in-house design team will design the print materials, and we will include the Sourcewell logo on all of them with permission.

(4) Publications - Online Newsletters: RoadFlex will work with a wide range of government magazines and place different-sized ads on their websites and e-newsletters. These magazines include Government Fleet Magazine, NAFA Fleet Solutions Magazine, Fleet Owner Magazine, The Municipal Magazine, and Automotive Fleet Magazine, amongst others.

(5) Publications - Purchased e-blasts: RoadFlex will work with different publications to promote our products monthly through their e-blasts.

(6) Presentations: RoadFlex produces a webinar once a quarter and will produce one specific to government fleets. These webinars will be recorded and distributed to Sourcewell members and available to other government fleet personnel.

(7) RoadFlex Website: RoadFlex has an in-house design team of professionals that support the development of landing pages that address the specific needs of government customers. RoadFlex will display the Sourcewell awarded contract on our website: www.roadflex.com. We will include information about the contract and have a banner ad with the Sourcewell logo on our government-focused pages. Please see the "Public Fleet Page Sample" document for a sample webpage promoting the Sourcewell award.

(8) Drip campaigns: RoadFlex will regularly send emails to our list of government fleet contacts.

(9) Social media: RoadFlex will leverage LinkedIn, Facebook, and Google Ads directed toward government fleet personnel to boost brand awareness.

(10) Retargeting: RoadFlex will use retargeting marketing techniques to any government fleet personnel that visits our website. They will be shown ads on the partnership between RoadFlex and Sourcewell.

(11) Direct mail: RoadFlex will use postcard campaigns targeting government fleet operators to generate leads.

(12) Sales Development: RoadFlex has an in-house team of sales development representatives that call our list of government contacts and schedule a time to show them the value proposition that RoadFlex can provide them.

Please see the attached ZIP folder labeled "RoadFlex Marketing Materials" for examples of marketing materials we provide to Government Agencies.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	RoadFlex is a technology-first company that leverages cutting-edge technology not just in the customer product but also for internal purposes. RoadFlex leverages best-in-class solutions and technologies for marketing and sales to ensure the effectiveness of our efforts. RoadFlex utilizes technology and digital data in the ways listed below:

(1) For CRM: RoadFlex built its own proprietary CRM system for pipeline management, onboarding new customers, measuring marketing KPIs across different channels, and managing prospects and contact databases. This CRM stores all customer data as our ground source of truth to analyze results from every outreach channel.

(2) For prospecting: RoadFlex utilizes LinkedIn Sales Navigator, GovSpend, and Apollo.io to curate contact lists that we'll use for our targeted campaigns. We use these tools to know which organizations are showing buyer intent for fuel risk management solutions. We also use their databases to find the right contacts and decision-makers during the sales process.

(3) For sales outreach: RoadFlex utilizes Hubspot and Apollo.io to execute customer outreach. These tools help us track detailed campaign performance metrics, conduct A/B testing on different messaging, and sequence follow-up responses.

(4) For marketing automation: RoadFlex utilizes Google Ads and Google Analytics to help us understand lead and visitor behavior throughout the selling process. We continuously test out different messaging to ensure that our branding is on point and that it fits exactly what the end customer is looking for. We also use Google Ads to retarget customers, where people who visit the RoadFlex landing page will see RoadFlex ads pop up on other websites they visit. Additionally, we use Zoho to automate marketing campaigns and lead nurturing marketing emails.

(5) For social media: RoadFlex posts weekly on LinkedIn and Facebook, and we receive valuable feedback from customers through our engagement. Above all, we distribute valuable educational content sharing industry statistics and best practices regarding fuel risk management. We also manage a blog where we create posts on current topics of interest to fleet operators.

| 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? | For government fleets, we take a Sourcewell-first approach. This means that by default, RoadFlex will prioritize our Sourcewell contract before considering any other procurement methods. If an entity is not a Sourcewell member, we highly encourage them to become members and facilitate a conversation with Sourcewell.

We believe Sourcewell is a highly reputable organization with strong brand recognition. RoadFlex is excited to support Sourcewell members and promote this contract together.

From our years of servicing the fleet industry, RoadFlex has received feedback from fleet operators that all fleets struggle to find a comprehensive solution to their fuel risk management needs. The most common challenge we hear is that there is a lack of security and risk management programs regarding preventing fuel misallocation, fuel fraud, and fuel theft. Additional challenges include a lack of real-time actionable fleet and fuel management data to investigate or proactively prevent these issues in the first place. Our solution solves these pain points with a technology-first approach, and we are aware that promoting the Sourcewell contract opportunity will help RoadFlex provide value to more customers.

We would ask Sourcewell to include RoadFlex information in all relevant existing marketing materials (including product catalog, website, brochures, and newsletters). Additionally, we would appreciate your effort in promoting the contract at industry-related trade shows and conferences.

RoadFlex would be more than happy to collaborate on cross-promoting this contract through co-branded marketing materials, co-branded landing pages, trade show collaterals, and more with your marketing teams. We also welcome the opportunity to organize virtual and in-person events and joint press releases together.

RoadFlex will integrate a Sourcewell-awarded contract into our sales process in many ways, including:
(1) RoadFlex's sales operations team will train the sales team and create a Knowledge Base for our employees to be fully equipped with all the information they need regarding the Sourcewell award. This includes FAQs, sales and marketing collaterals, program details, pricing details, sales strategies, and customer testimonials.
(2) The RoadFlex sales team will first identify if a potential customer utilizes Sourcewell as part of the RoadFlex sales discovery process.
(3) All RoadFlex employees will incorporate the Sourcewell logo and award number as part of their email signature
(4) RoadFlex will include the Sourcewell log and award number on the RoadFlex website and all associated marketing materials (both printed and digital).
(5) RoadFlex will incorporate the Sourcewell award as part of our marketing strategy to accelerate the procurement process for government fleets to contract with us.

Our internal marketing and sales teams will continuously push the program, and any additional help we can get from Sourcewell will be greatly appreciated. | * |
| 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. | For new customers: we believe that online ordering is not the most suitable option for our product. The reason is that the RoadFlex platform is highly configurable. Sourcewell participating entities can customize to their specific fleet needs, vehicle types, technology integrations, and multiple levels of user access. To maximize the fuel ROI with RoadFlex, customers are advised to contact a RoadFlex Fleet Advisor and tailor the solution to their specific needs.

For existing customers: Our RoadFlex online portal allows fleet managers and other admins to issue, assign, activate, suspend, and terminate cards and drivers, to modify card controls/spending limits, view fuel analytics, add telematics integration, etc. They can navigate to their RoadFlex portal to order new cards and assign them to specific drivers (for both physical and virtual cards). | * |

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

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. | The RoadFlex platform was designed to be easy to use, customizable, and intuitive. Successful onboarding is important for a long-term partnership, but the platform should be naturally intuitive to new users. RoadFlex offers training programs for every customer on all products and services we provide for those who want a structured training schedule.

Every customer will get a Customer Success Manager. This person will oversee onboarding for all stakeholders involved in the Government Agency and walk through the process to get started and use the RoadFlex portal and fuel risk management services. RoadFlex also offers a Welcome Guide, which includes a comprehensive user manual for different levels of users, depending on their authorization levels. This includes Account Admin, Regional Admin, Vehicle Driver, Bookkeeper, and more.

Onboarding can be done virtually (through a video call) or in person at no additional cost. After onboarding is completed, customers will have unlimited ongoing access to their Customer Success Manager, who will help them maximize their ROI with RoadFlex. Customers will have a direct line to their assigned Customer Success Managers, who will be available for any questions, issues, feature requests, and product feedback. They will also be deeply familiar with all the client's specific fleet needs. For new product features that are developed, the Customer Success and account management team will walk customers through the product updates and answer any questions they might have.

Additionally, the assigned RoadFlex Customer Success Manager will conduct program status calls as needed with clients. During these calls, the Customer Success Manager will share best practices and provide ongoing program coaching. This is included at no additional cost.

Furthermore, all customers will have access to the RoadFlex Support Center for best practices and materials to help them roll out the program quickly and effectively. This includes training materials, support documents, communications, video tutorials, and sample KPIs to measure. This is an online resource that is included at no additional cost. |
| 42 | Describe any technological advances that your proposed Solutions offer. | RoadFlex offers Sourcewell's members a unique Fuel Risk Management Platform that provides a comprehensive approach to controlling, monitoring, and optimizing fuel and fleet expenses. The RoadFlex Proactive Fuel Risk Management Platform leverages technological innovations seen through each of its components:

1.   Visa Fleet Business Cards
2.   Next Generation Security Features
3.   Advanced Fleet Fuel Analytics & Reporting
4.   360-degree Data Connectivity

RoadFlex has innovated in these four areas and is the only organization in the fleet industry to offer such a comprehensive solution. Each of RoadFlex's offerings are highly differentiated from the ones offered by legacy fuel card providers.

VISA FLEET BUSINESS CARDS
RoadFlex offers Visa Fleet Cards that leverage new technological advantages:
(1) Universal Fuel Network Acceptance: RoadFlex Fleet cards are accepted in the United States and Canada, including all US territories such as American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. RoadFlex Fleet cards are accepted at 100% of fuel retail locations that accept Visa cards as payment, with over 220,000 locations in the United States, over 25,000 in Canada, and over 500,000 maintenance locations in North America.

(2) Comprehensive Forms of Payment: RoadFlex caters to all forms of payments, including physical cards, mobile applications, and digital and virtual payment services, ensuring accessibility, security, and convenience for all users.
These include payment methods that integrate with major e-wallets (including Apple Wallet, Android Pay, and Samsung Pay), support online payments (allowing users to conduct transactions over the internet), and in-app and/or mobile payments that allow users to make purchases digitally through mobile devices.

(3) Compatible with all EV Charging Stations and EV Charging Networks: RoadFlex is fully compatible as a payment method for all EV charging station providers and networks throughout the United States and Canada that accept Visa as a payment method. All EV charging event data will be collected and shown on the RoadFlex dashboard, including kWh delivered, charging cost, charger type, charging duration, and frequency of use.

(4) Private Site Fuel Location Payment and Data Services: RoadFlex cards are also accepted at select private site fueling locations with our fuel management partners, such as those operated by EJ Ward. This way, government fleets can use RoadFlex cards for both private site and retail fueling transactions, with all fueling transactions consolidated in one comprehensive reporting dashboard.

NEXT GENERATION SECURITY FEATURES
A unique capability that RoadFlex offers is our bulletproof security program, which allows |

fleets of all types to eliminate fuel fraud/theft and automatically optimize fleet operations. This program offers advanced security capabilities that eliminate wasteful spending, such as drivers fueling gas cans, purchasing items other than fuel, or fueling non-work vehicles:

(1) Transaction & Spending Controls: the ability to set detailed spending rules and policies, such as spending limits per merchant type, per amount of time, allowed merchants, and more.

For example, a user can set a $1,000 weekly limit for a RoadFlex card and also set sub-categories of limits per merchant type: $500 for fuel stations, $300 for maintenance, $125 for bridge tolls, and $75 for car washes. These total the $1,000 spending limit at the card level.

Users can set working hours for each driver: fueling transactions can only be performed during set working hours. Transactions conducted outside of work hours will be automatically flagged and blocked.

Users can whitelist or blacklist specific merchants: control the stores and fueling locations at which the drivers are allowed to fuel up.

(2) User Validation: automatically validate the identity of the personnel making the fuel purchase and blocking fueling transactions where this requirement is not met.

(3) Vehicle Location Validation: automatically verify that the driver's authorized vehicle is within 100 meters of the purchase location for every transaction. If the vehicle is not close by, the transaction is automatically blocked.

(4) Fuel Level Validation: automatically track fuel tank capacity to ensure purchases do not exceed a vehicle's fuel tank capacity and that the correct vehicle received the fuel purchased.

(5) Fuel Type Validation: admins can select the specific fuel type a driver or vehicle is allowed to purchase. Purchasing a more expensive fuel type can significantly increase overall fleet spending, and the wrong fuel type will damage vehicle engines.

(6) Retroactive Fuel Analysis: for each vehicle, RoadFlex ties back gallons consumed to the number of miles driven. This identifies potential fuel fraud or vehicle issues.

Transactions are automatically declined if they are out of policy or if RoadFlex detects suspicious behavior. Admins can opt-in to receive real-time alerts and notifications through SMS and email.

ADVANCED FLEET FUEL ANALYTICS & REPORTING
RoadFlex is the only organization offering a proactive fuel risk management platform. The new technology that went into it includes:

(1) Comprehensive fuel management: RoadFlex offers a centralized dashboard for all types of fueling activity. This includes gasoline, diesel, EV charging, and biofuels, amongst other types of fueling. Customers will see fuel consumption data on one comprehensive dashboard, including historical fuel usage by type, vehicle, and driver.

(2) AI-Powered Fueling Analytics: For each driver and vehicle, RoadFlex shows all the fueling transactions for a given date range, including the amount and cost of fueling. Using AI and Machine Learning, RoadFlex automatically identifies patterns and trends in fuel consumption, highlights areas for improvement, and recommends specific instances to improve fuel use and eliminate theft or fraud. The platform's AI-driven approach allows fleet managers to go beyond reactive management by identifying potential risks and optimizing fueling proactively.

(3) Anomaly Detection: RoadFlex uses proprietary AI and advanced data analytics to detect anomalies in fuel usage, such as unusual transactions or refueling outside of approved hours or locations. By identifying these discrepancies in real time, RoadFlex enables fleet managers to act quickly, ensuring fuel expenses are directly tied to legitimate operations.

(4) Driver and Vehicle Benchmarking: Benchmark drivers and vehicles with each other. By combining vehicle telematics data with fueling activity, customers can automatically rank their drivers or vehicles based on specific metrics such as fuel efficiency and total fuel expenditure. This allows users to compare fuel performance and surface any potential issues that need to be addressed or investigated. Customers will also see how many transactions have been automatically blocked for each driver due to suspicious out-of-policy fueling attempts. Furthermore, users can also identify drivers with the most fueling events, those associated with the most fuel misuse, or any additional suspicious transactions.

(5) Fuel Risk Score: Every fleet will have a Fuel Risk Score based on their combined team's fuel risk levels – categorized as Green, Yellow, or Red (red for high-risk). At the same time, all fleet customers will also have a Fuel Risk Score for each employee, identifying the drivers at risk. To further enhance oversight, the top 10 riskiest drivers will be identified continuously within a customer's fleet driver rankings, indicating those most susceptible to fuel-related issues. The Fuel Risk Score empowers fleet managers to take proactive measures, address irregularities, and ensure fuel expenses remain secure and

efficient. This is the most powerful tool designed to safeguard fleets against fuel theft and fraud proactively.

(6) EV Charging Analytics: All EV charging events transacted through RoadFlex will automatically be used to optimize kWh delivered and total cost of operations on a per-driver or vehicle basis, and suggestions will be given on how to improve costs and efficiency. Additionally, the real-time EV charging data will be accessible to all admins for reporting.

(7) Automated Suspicious Transaction Blocking: transactions will automatically be blocked if they don't meet existing criteria or fraud prevention rules. Customers can block or approve specific flagged transactions in real-time. These will be shown on the "Blocked Transactions" tab, including why they were declined.

(8) Alerts & Notifications: The ability to receive real-time purchase notifications for fueling events (opt-in feature). Receive real-time notifications via SMS or email every time a transaction is flagged as "suspicious." Also, you can customize the alerts and notifications you receive.

(9) RoadFlex Driver App: The RoadFlex Driver app has many different capabilities, including:
• Receipt / Memo upload: you can opt-in to prompt your employees to upload a screenshot of the paper receipt as soon as they make the purchase. This ensures you will receive a digital record of all of your transactions and purchases.
• In-app Job ID prompt: You can opt-in to prompt your employees to input a Job ID as part of the card unlock process before they can use it for transactions. This functionality can help categorize expenses based on different jobs and projects within your organization.
• Fuel Station Finder: users can find the cheapest gas stations on their route or vicinity.

360-DEGREE DATA CONNECTIVITY
RoadFlex offers customers the ability to create 360-degree data fleet connectivity by gathering real-time granular data (including level 3 fuel data) and seamless integrations with other fleet-related software and systems.

RoadFlex integrates with a wide range of tools that fleet operators use, such as fleet management solutions, telematics, fleet maintenance, accounting software, on-premise fuel management solutions, and fuel tax solutions, amongst others. Users can connect seamlessly with them with just a few clicks through their RoadFlex dashboard. Once the integration is set up, data will flow between systems and automatically sync up.

No other company offers such comprehensive data integration, making RoadFlex the leader in comprehensive data-driven fuel management. This holistic view enables more precise tracking of fuel use and operational patterns, opening the door for next-generation reporting and analytics.

Benefits include:
• 360-degree data fleet connectivity: achieve a centralized dashboard for all fleet management data sources by connecting fuel consumption data with vehicle location, maintenance records, and more. This allows fleet operators to view all fleet data (such as vehicle and fuel consumption data) on a single platform. For example, sync your RoadFlex data into your telematics dashboard for easier fleet management with real-time updates.
• Automated fuel management: automate each vehicle's odometer readings, fuel gauge, and GPS location and cross-reference them with fuel purchase data.
• Automated vehicle data synchronization: automatically sync up odometer readings, fuel gauge, and GPS location for each vehicle and cross-reference them with fuel purchase data.
• API Integration: RoadFlex is an API-first company that leverages robust API integrations, allowing seamless data exchange between different systems and integrations with other tools. This ensures real-time data transfers and synchronization without manual intervention.

RoadFlex offers a wide range of integrations with:
(1) Integrated Telematics Solutions. RoadFlex seamlessly integrates with your telematics to unlock advanced analytics and centralize all of your fleet data in one dashboard. RoadFlex is currently integrated with a wide range of telematics solutions such as Geotab, Samsara, Azuga, Verizon Connect, Lytx, FleetUp, EROAD, FordPro, GPSTab, GPSTrackit, GPS Insight, Intellishift, Nextraq, OneStepGPS, Rand McNally, Zonar and many more!

(2) Private Site Fueling Solutions. This includes select private on-premise fuel management solutions that control and monitor fuel access (such as EJ Ward) and mobile fueling services that facilitate on-demand fuel delivery.

(3) Fleet Asset Management Solutions. RoadFlex can integrate with Fleet Asset Management solutions used for asset tracking, lifecycle cost analysis, and inventory management.

(4) Fleet Management Solutions. RoadFlex can integrate with Fleet Management solutions used for driver management, route optimization, compliance, and reporting.

(5) Fleet Maintenance Solutions. Our fleet maintenance integrations enable proactive vehicle

maintenance, ensuring all fleet vehicles operate at their best, minimizing downtime and repair costs. These integrations help efficiently manage service schedules, part inventories, and maintenance records.

(6) Accounting Software tools. RoadFlex integrates with key accounting software tools, allowing for seamless financial management (such as QuickBooks). This integration facilitates the synchronization of financial data across billing, payroll, and expense tracking systems to ensure accuracy and ease of access.

(7) Transportation Management Systems (TMS). RoadFlex supports integration with Transportation Management Systems through flat file pulling, enabling the import and export of data in a simplified format. This capability supports the optimization of route planning, load scheduling, and overall transport logistics.

Please see our "RoadFlex Written Proposal" for more details, which is located in the additional document folder within this RFP.

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	RoadFlex's fuel risk management solution, which is the parent solution for our Fleet Fuel Cards, supports "green" initiatives and goals through various innovative features: (1) Telematics integration and idling reduction: RoadFlex integrates with telematics systems to provide real-time insights into vehicle idling. Excessive idling significantly contributes to fuel waste and emissions, particularly in fleet-heavy operations. With RoadFlex's solution, fleet managers can observe fuel consumption and costs associated with idling in real time. This data can be used to encourage drivers to reduce unnecessary idling time. By curbing idling behaviors, fleets can significantly reduce their carbon footprint, fuel costs, and environmental impact. (2) Fuel consumption monitoring for vehicle efficiency: RoadFlex's platform monitors fuel consumption data, helping fleets detect signs of inefficient fuel usage that may indicate underlying vehicle issues, such as engine or transmission problems. By identifying these issues early, fleets can schedule timely maintenance to improve fuel efficiency, reduce emissions, and extend vehicle life. Optimized vehicle performance leads to lower fuel consumption, directly benefiting the environment by reducing both the frequency and volume of refueling required for operations. (3) Eliminate fuel theft and fuel fraud: RoadFlex's solution improves the environmental impact from a personnel perspective by tracking fuel usage patterns to identify potential fuel theft or misuse. By monitoring discrepancies and irregularities in fuel consumption, fleet managers can take corrective actions that discourage wasteful practices and unauthorized fuel use. Reducing fuel theft helps reduce the carbon footprint. (4) Transition to electric vehicles (EV): RoadFlex's solution supports the transition from gasoline/diesel vehicles to electric vehicles by offering a unified data platform able to support both fueling and EV charging. The solution provides data-driven insights on fuel usage patterns and potential savings from EV adoption. (5) Carbon footprint reporting: RoadFlex's Carbon Footprint Report is an essential tool for fleets committed to reducing their environmental impact. This report tracks changes in fuel consumption levels and identifies key areas of fuel risk, such as misallocation, theft, and fraud. With these insights, fleet managers can visualize their progress in reducing fuel-related inefficiencies and report on improvements toward their green initiatives. Through these features, RoadFlex's fuel risk management solution provides fleets with the tools they need to enhance fuel efficiency, reduce emissions, and make meaningful strides in their "green" initiatives.
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.	N/A. RoadFlex offers a software-based SaaS platform that helps fleets identify risks, and prevent theft and fraud, and a fleet fuel card that is universally accepted at all locations that accept Visa.
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?	As the first company to develop a comprehensive fuel risk management solution, RoadFlex brings robust fleet and fuel management expertise to Sourcewell members. RoadFlex's Proactive Fuel Risk Management Platform helps fleet operators reduce costs by 11% annually while saving them 22 hours monthly on admin and back-office tasks. Our unique RoadFlex Proactive Fuel Risk Management Platform is comprised of 5 components: 1. Visa Fleet Cards Program 2. 6-Layered Security Program 3. Advanced Fleet Fuel Analytics & Reporting Dashboard 4. 360-degree Data Connectivity 5. Unique Dedicated Customer Success Program

RoadFlex is an innovator in these five areas and is the only organization in the fleet industry that can offer such a comprehensive solution. Each of RoadFlex's offerings are highly differentiated from the ones offered by legacy fuel card providers.

VISA FLEET CARDS PROGRAM
(1) Universal Fuel Network Acceptance: RoadFlex Fleet Cards are accepted in the United States and Canada, including all US territories such as American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. The RoadFlex Fleet Fuel Card is accepted at 100% of retail fueling locations that accept Visa cards as payment, with over 220,000 locations in the United States, over 25,000 in Canada, and over 500,000 maintenance locations in North America.

(2) Comprehensive Fuel Management: RoadFlex provides a centralized dashboard for managing all fuel types, including gasoline, diesel, EV charging, biofuels, and more. Customers can access detailed fuel consumption data on a single, comprehensive dashboard, with insights into historical fuel usage by fuel type, vehicle, and driver.

(3) Compatible with all EV Charging Stations and EV Charging Networks: RoadFlex is fully compatible as a payment method for all EV charging station providers and networks throughout the United States and Canada that accept Visa as a payment method. All EV charging event data will be collected and shown on the RoadFlex dashboard, including kWh delivered, charging cost, charger type, charging duration, and frequency of use.

(4) Private Site Fuel Location Payment and Data Services: RoadFlex Fleet Cards are also accepted at select private site fueling locations with our fuel management partners, such as those operated by EJ Ward. This way, government fleets can use RoadFlex cards for both private site and retail fueling transactions, with all fueling transactions consolidated in one comprehensive reporting dashboard.

6-LAYERED SECURITY PROGRAM
A unique capability that RoadFlex offers is our bulletproof security program, which allows fleets of all types to eliminate fuel fraud/theft and automatically optimize fleet operations. Our security program is the most comprehensive in the industry and has six different layers working together:
(1) Transaction & Spending Controls: the ability to set detailed spending rules and policies, such as spending limits per merchant type, per amount of time, allowed merchants, and more.
For example, a user can set a $1,000 weekly limit for a RoadFlex card and also set sub-categories of limits per merchant type: $500 for fuel stations, $300 for maintenance, $125 for bridge tolls, and $75 for car washes. These total the $1,000 spending limit at the card level.
Users can set working hours for each driver: fueling transactions can only be performed during set working hours. Transactions conducted outside of work hours will be automatically flagged and blocked.
Users can whitelist or blacklist specific merchants: control the stores and fueling locations at which the drivers are permitted to obtain fuel.

(2) User Validation: automatically validate the identity of the personnel making the fuel purchase and blocking fueling instances where this requirement is not met.

(3) Vehicle Location Validation: automatically verify that the driver's authorized vehicle is within 100 meters of the purchase location for every transaction. If the vehicle is not close by, the transaction is automatically blocked.

(4) Fuel Level Validation: automatically track fuel tank capacity to ensure purchases do not exceed a vehicle's fuel tank capacity and that the correct vehicle received the fuel purchased.

(5) Fuel Type Validation: admins can select the specific fuel type a driver or vehicle is allowed to purchase. Purchasing a more expensive fuel type can significantly increase overall fleet spending, and the wrong fuel type will damage vehicle engines.

(6) Retroactive Fuel Analysis: for each vehicle, RoadFlex ties back gallons consumed to the number of miles driven. This identifies potential fuel fraud or vehicle issues.

Transactions are automatically declined if they are out of policy or if RoadFlex detects any suspicious behavior. Admins can opt-in to receive real-time alerts and notifications through SMS and email.

ADVANCED FLEET FUEL ANALYTICS & REPORTING DASHBOARD
RoadFlex is the only organization offering a fuel risk management dashboard. The unique capabilities include the following:

(1) Performance Dashboards: see all of your fleet expenses in one dashboard through our

online portal in real-time. This includes detailed data such as fuel type, gallons, prices, taxes, discounts, tag, location, associated driver, associated vehicle, transaction status, and more (including Level 3 Fuel Data).

The dashboard visually represents key performance indicators (KPIs) such as fuel consumption, vehicle utilization, and maintenance costs. These dashboards are designed to provide fleet managers with an instant overview of fleet status and performance.

(2) AI-Powered Fueling Analytics: for each driver and vehicle, RoadFlex shows all the fueling transactions for a given date range, including the amount and cost of fueling. By using AI and Machine Learning, RoadFlex automatically identifies patterns and trends in fuel consumption, highlights areas for improvement, and makes recommendations on specific instances to improve fuel use and eliminate theft or fraud. The platform's AI-driven approach allows fleet managers to go beyond reactive management by identifying potential risks and optimizing fueling proactively.

(3) Anomaly Detection: RoadFlex uses proprietary AI and advanced data analytics to detect anomalies in fuel usage, such as unusual transactions or refueling outside of approved hours or locations. By identifying these discrepancies in real time, RoadFlex enables fleet managers to act quickly, ensuring fuel expenses are directly tied to legitimate operations.

(4) Driver and Vehicle Benchmarking: benchmark drivers and vehicles with each other. By combining vehicle telematics data with fueling activity, customers can automatically rank their drivers or vehicles based on specific metrics such as fuel efficiency and total fuel expenditure. This allows users to compare fuel performance and surface any potential issues that need to be addressed or investigated. Customers will also be able to see how many instances of transactions have been automatically blocked for each driver due to suspicious fueling attempts that were out-of-policy. Furthermore, users can also identify drivers that have the most fueling events, those that are associated with the most fuel misuse, or any additional suspicious instances.

(5) Fuel Risk Score: every fleet will have a Fuel Risk Score based on their combined team's fuel risk levels – categorized as Green, Yellow, or Red (red for high-risk). At the same time, all fleet customers will also have a Fuel Risk Score for each employee, which identifies the drivers at risk. To further enhance oversight, the top 10 riskiest drivers will be identified continuously within a customer's fleet driver rankings, indicating those most susceptible to fuel-related issues. The Fuel Risk Score empowers fleet managers to take proactive measures, address irregularities, and ensure fuel expenses remain secure and efficient. This is the most powerful tool designed to proactively safeguard fleets against fuel theft and fraud.

(6) RoadFlex Driver App: the RoadFlex Driver app has many different capabilities, including:
• Receipt / Memo upload: you can opt-in to prompt your employees to upload a screenshot of the paper receipt as soon as they make the purchase. This ensures you will receive a digital record of all of your transactions and purchases.
• In-app Job ID prompt: You can opt-in to prompt your employees to input a Job ID as part of the card unlock process before they can use it for transactions. This functionality can help categorize expenses based on different jobs and projects within your organization.
• Fuel Station Finder: users can find the cheapest gas stations on their route or vicinity.

360-DEGREE DATA CONNECTIVITY
RoadFlex offers customers the ability to create 360-degree data fleet connectivity by gathering real-time granular data (including level 3 fuel data) and seamless integrations with other fleet-related software and systems.

RoadFlex integrates with a wide range of tools that fleet operators use, such as fleet management solutions, telematics, fleet maintenance, accounting software, on-premise fuel management solutions, and fuel tax solutions, amongst others. Users can connect seamlessly with them with just a few clicks through their RoadFlex dashboard. Once the integration is set up, data will flow between systems and automatically sync up.

No other company offers such comprehensive data integration, making RoadFlex the leader in comprehensive data-driven fuel management. This holistic view enables more precise tracking of fuel use and operational patterns, opening the door for next-generation reporting and analytics.

Benefits include:
• 360-degree data fleet connectivity: achieve a centralized dashboard for all fleet management data sources by connecting fuel consumption data with vehicle location, maintenance records, and more. This allows fleet operators to view all fleet data (such as vehicle and fuel consumption data) on a single platform. For example, sync your RoadFlex data into your telematics dashboard for easier fleet management with real-time updates.
• Automated fuel management: automate odometer readings, fuel gauge, and GPS location for each vehicle and cross-reference them with fuel purchase data.
• Automated vehicle data synchronization: automatically sync up odometer readings, fuel gauge, and GPS location for each vehicle and cross-reference them with fuel purchase data.

• API Integration: RoadFlex is an API-first company that leverages robust API integrations, allowing seamless data exchange between different systems and integrations with other tools. This ensures real-time data transfers and synchronization without manual intervention.

RoadFlex offers a wide range of integrations with:
(1) Integrated Telematics Solutions. RoadFlex seamlessly integrates with your telematics to unlock advanced analytics and centralize all of your fleet data in one dashboard. RoadFlex is currently integrated with a wide range of telematics solutions such as Geotab, Samsara, Azuga, Verizon Connect, Lytx, FleetUp, EROAD, FordPro, GPSTab, GPSTrackit, GPS Insight, Intellishift, Nextraq, OneStepGPS, Rand McNally, Zonar and many more!

(2) Private Site Fueling Solutions. This includes select private on-premise fuel management solutions that control and monitor fuel access (such as EJ Ward) and mobile fueling services that facilitate on-demand fuel delivery.

(3) Fleet Asset Management Solutions. RoadFlex can integrate with Fleet Asset Management solutions used for asset tracking, lifecycle cost analysis, and inventory management.

(4) Fleet Management Solutions. RoadFlex can integrate with Fleet Management solutions for driver management, route optimization, compliance, and reporting.

(5) Fleet Maintenance Solutions. Our fleet maintenance integrations enable proactive vehicle maintenance, ensuring all fleet vehicles operate at their best, minimizing downtime and repair costs. These integrations help efficiently manage service schedules, part inventories, and maintenance records.

(6) Accounting Software tools. RoadFlex integrates with key accounting software tools, allowing for seamless financial management (such as QuickBooks). This integration facilitates the synchronization of financial data across billing, payroll, and expense tracking systems to ensure accuracy and ease of access.

(7) Transportation Management Systems (TMS). RoadFlex supports integration with Transportation Management Systems through flat file pulling, enabling the import and export of data in a simplified format. This capability supports the optimization of route planning, load scheduling, and overall transport logistics.

UNIQUE COMPREHENSIVE CUSTOMER SUCCESS PROGRAM
RoadFlex's Unique Comprehensive Customer Success Program has three components:

(1) Dedicated Customer Success Team
RoadFlex offers a Unique Dedicated Customer Success Program, the first to be provided in the fleet industry. Each government fleet customer will be assigned a US-based Customer Success Manager as their point of contact at RoadFlex. Our experienced Customer Success Managers have direct relationships with each client and department personnel. They can provide quick and efficient solutions for our customers and partners and make the proper escalations to executive leads when necessary.

All customers can expect the highest level of customer success, consisting of the following:
 • Dedicated Customer Success & Onboarding: all customers receive a dedicated team to guarantee their success throughout their RoadFlex journey. The Customer Success Manager will help customize their entire RoadFlex dashboard, fuel risk policies, and transaction controls per their fleet's specific requirements (by driver or vehicle).
 • Admin and Manager Training: different personnel from the customer's team will have access to the benefits of RoadFlex through personalized onboarding and training. This includes fleet managers, finance managers, bookkeepers, drivers, operations managers, and general managers, amongst others. The customer will also be able to customize new user access levels as needed.
 • Quarterly Business Review: the Customer Success Manager can conduct quarterly reviews of the fleet client's performance to showcase progress regarding specific KPIs and goals. This is to uncover new areas of improvement so that customers continuously drive ROI on their RoadFlex journey.

Furthermore, customers can reach out to their Customer Success Manager or RoadFlex support team to ask any questions at any time (including but not limited to billing, reporting, performance, and driver controls, amongst others).

(2) 24/7/365 Support & Service Line
All our customers have access to our customer support team, which operates 24/7, 365 days a year, and can be reached by email, SMS, and phone (toll-free number). RoadFlex has developed high standards in how we serve our customers. For our customer service line, average response times are as follows:
• Phone calls: average wait time of 24 seconds
• Live chat: average wait time of 36 seconds
• Email: average response time of 4 minutes

		ADDITIONAL UNIQUE ATTRIBUTES FOR SOURCEWELL PARTICIPATING ENTITIES (1) Experienced and committed management team: We have an experienced and committed management team with over 120 years of combined fleet industry expertise, over 40 years of combined government fleet experience, and a proven track record of success. (2) Collaborative partnership approach: At RoadFlex, we work hand-in-hand with our customers to develop tailored solutions. Our team is dedicated to understanding each customer's unique fleet needs and requirements, customizing existing features, and creating new ones to meet their objectives fully. (3) Configurable software: No business is the same, and all customers need a fully customized fuel risk management solution tailored to them. (4) Flexible pricing: We recognize that fleet operations are among the most dynamic areas within government agencies. To support these evolving needs, RoadFlex's product and pricing options are designed to be fully customizable.
46	Explain and demonstrate the capabilities of tools offered for fleet data analytics, integrated telematics, datafile transfer and validation, private site fueling solutions, fleet technology interfaces, and any other value added offerings.	RoadFlex offers advanced fleet data analytics, fueling reporting, and integrated data capabilities with a wide range of systems and tools. FLEET DATA ANALYTICS RoadFlex provides a detailed breakdown of fueling and fleet card purchase activity. Users can view all transactions in real-time, including fuel type, gallons, prices, taxes, discounts, tag, location, associated driver, associated vehicle, transaction status, and more (including Level 3 Fuel Data). Our fleet data analytics capabilities are tailored to provide comprehensive insights and actionable intelligence for fleet management operations. It includes the following: • Centralized dashboard for all expenses: See what your fleet is purchasing at any time of the day, all through an easy-to-use dashboard. • Performance Dashboards: Customizable dashboards visually represent key performance indicators (KPIs) such as fuel consumption, vehicle utilization, and maintenance costs. These dashboards are designed to provide fleet managers with an instant overview of fleet status and performance. • Predictive Analytics: Utilizing machine learning algorithms, our system analyzes historical data to predict future trends in vehicle maintenance, fuel consumption, and route optimization. This predictive insight helps in proactive decision-making to reduce costs and improve fleet utilization. • Comprehensive fuel management: RoadFlex offers a centralized dashboard for all types of fueling. This includes gasoline, diesel, EV charging, and biofuels, amongst other types of fueling. Customers will see fuel consumption data on one comprehensive dashboard, including historical fuel usage by type, vehicle, and driver. RoadFlex also integrates seamlessly with select private site fueling solutions such as EJ Ward. By centralizing both on-premises and retail fueling activity, RoadFlex integrates this key information into the fleet's usage reporting and can automatically create reports and detect potential anomalies. 6-LAYERED SECURITY PROGRAM A unique capability that RoadFlex offers is our bulletproof security program, which allows fleets of all types to eliminate fuel fraud/theft and automatically optimize fleet operations. This program offers advanced security capabilities that eliminate wasteful spending, such as drivers fueling gas cans, purchasing items other than fuel, or fueling non-work vehicles: (1) Transaction & Spending Controls: the ability to set detailed spending rules and policies, such as spending limits per merchant type, per amount of time, allowed merchants, and more. For example, a user can set a $1,000 weekly limit for a RoadFlex card and also set sub-categories of limits per merchant type: $500 for fuel stations, $300 for maintenance, $125 for bridge tolls, and $75 for car washes. These total the $1,000 spending limit at the card level. Users can set working hours for each driver: fueling transactions can only be performed during set working hours. Transactions performed outside of work hours will be automatically flagged and blocked. Users can whitelist or blacklist specific merchants: control the stores and fueling locations at which the drivers are allowed to fuel up. (2) User Validation: automatically validate the identity of the personnel making the fuel purchase and blocking fueling transactions where this requirement is not met. (3) Vehicle Location Validation: automatically verify that the driver's authorized vehicle is within 100 meters of the purchase location for every transaction. If the vehicle is not close by, the transaction is automatically blocked. (4) Fuel Level Validation: automatically track fuel tank capacity to ensure purchases do not exceed a vehicle's fuel tank capacity and that the correct vehicle received the fuel purchased. (5) Fuel Type Validation: admins can select the specific fuel type a driver or vehicle is allowed to purchase. Purchasing a more expensive fuel type can significantly increase overall

fleet spending, and the wrong fuel type will damage vehicle engines.
(6) Retroactive Fuel Analysis: for each vehicle, RoadFlex ties back gallons consumed to the number of miles driven. This identifies potential fuel fraud or vehicle issues.

Transactions are automatically declined if they are out of policy or if RoadFlex detects any suspicious behavior. Admins can opt-in to receive real-time alerts and notifications through SMS and email.

ADVANCED FLEET ANALYTICS & REPORTING
RoadFlex offers top-of-the-line fuel analytics technology with an easy-to-use online web platform and Mobile App.

(1) AI-Powered Fueling Analytics: for each driver and vehicle, RoadFlex shows all the fueling transactions for a given date range, including the amount and cost of fueling. By using AI and Machine Learning, RoadFlex automatically identifies patterns and trends in fuel consumption, highlights areas for improvement, and makes recommendations on specific instances to improve fuel use and eliminate theft or fraud. The platform's AI-driven approach allows fleet managers to go beyond reactive management by identifying potential risks and optimizing fueling proactively.

(2) Fuel Anomaly Detection: RoadFlex uses proprietary AI and advanced data analytics to detect anomalies in fuel usage, such as unusual transactions or refueling outside of approved hours or locations. By identifying these discrepancies in real time, RoadFlex enables fleet managers to act quickly, ensuring fuel expenses are directly tied to legitimate operations.

(3) Driver and Vehicle Benchmarking: benchmark drivers and vehicles with each other. By combining vehicle telematics data with fueling activity, customers can automatically rank their drivers or vehicles based on specific metrics such as fuel efficiency and total fuel expenditure. This allows users to compare fuel performance and surface any potential issues that need to be addressed or investigated. Customers will also see how many transactions have been automatically blocked for each driver due to suspicious out-of-policy fueling attempts. Furthermore, users can also identify drivers that have the most fueling events, those that are associated with the most fuel misuse, or any additional suspicious transactions.

(4) Fuel Risk Score: every fleet will have a Fuel Risk Score based on their combined team's fuel risk levels – categorized as Green, Yellow, or Red (red for high-risk). At the same time, all fleet customers will also have a Fuel Risk Score for each of their employees, which identifies the drivers at risk. To further enhance oversight, the top 10 riskiest drivers will be identified continuously within a customer's fleet driver rankings, indicating those most susceptible to fuel-related issues. The Fuel Risk Score empowers fleet managers to take proactive measures, address irregularities, and ensure fuel expenses remain secure and efficient. This is the most powerful tool designed to proactively safeguard fleets against fuel theft and fraud.

(6) EV Charging Analytics: all EV charging events transacted through RoadFlex will automatically be used to optimize kWh delivered and total cost of operations on a per-driver or vehicle basis, and suggestions will be given on how to improve costs and efficiency. Additionally, the real-time EV charging data will be accessible to all admins for reporting.

(7) Private Site Fueling: RoadFlex consolidates tracking of both private onsite fueling and retail fuel transactions on a centralized dashboard for real-time analytics and reporting by using RoadFlex Fleet cards at the point of sale. This program offers consolidated reporting for onsite fueling transactions and retail fueling purchases. This comprehensive fuel data reporting allows users to monitor private and retail transactions and prevent potential abuse using RoadFlex Fleet card controls and spending limits.

(8) Automated Suspicious Transaction Blocking: transactions will automatically be blocked if they don't meet existing criteria or fraud prevention rules. Customers can block or approve specific flagged transactions in real-time. These will be shown on the "Blocked Transactions" tab, including why they were declined.

(9) Alerts & Notifications: The ability to receive real-time purchase notifications for fueling events (opt-in feature). Receive real-time notifications via SMS or email every time a transaction is flagged as "suspicious." Also, you can customize the alerts and notifications you receive.

DATAFILE TRANSFER AND VALIDATION
At RoadFlex, our datafile transfer and validation capabilities are integral components of our data processing services, designed to ensure accuracy, security, and compliance in all transactions.

Our data file transfer capabilities include:
(1) API Integration: RoadFlex is an API-first company that leverages robust API integrations, allowing seamless data exchange between different systems and integrations with other tools.

This ensures real-time data transfers and synchronization without manual intervention.
(2) Automated Batch Processing: We support automated batch processing for large volumes of transactions, enabling scheduled data file submissions that are ideal for end-of-day processing, payroll, and other bulk transaction needs.
(3) Secure File Transfer Protocols (SFTP/FTPS): We can also employ Secure File Transfer Protocol (SFTP) and FTP Secure (FTPS) to ensure that all data transfers occur over an encrypted channel.

Our data file validation capabilities include:
(1) Real-Time Data Validation: as data is received, our systems conduct real-time validations against a series of checks and balances, including verification of account numbers, transaction codes, and compliance with financial regulations. This step is crucial to prevent fraudulent activities and ensure transaction integrity.
(2) Data Integrity Checks: we employ advanced algorithms to ensure the integrity of the data throughout the transfer and validation process. These checks include cross-referencing data points within the file to detect and prevent internal inconsistencies or duplications.
(3) Compliance and Regulatory Adherence: our systems are updated regularly to comply with the latest financial regulations and standards, such as GDPR, PCI DSS, and SOX, among others. We ensure that all data handling practices meet or exceed regulatory requirements to safeguard both the client and their end-users.

SEAMLESS INTEGRATIONS
RoadFlex integrates with a wide range of tools that fleet operators use, such as fleet management solutions, telematics, fleet maintenance, accounting software, on-premise fuel management solutions, and fuel tax solutions, amongst others. Users can connect seamlessly with them with just a few clicks through their RoadFlex dashboard. Once the integration is set up, data will flow between systems and automatically sync up.

No other company offers comprehensive data integration, making RoadFlex the leader in comprehensive data-driven fuel management. This holistic view enables more precise tracking of fuel use and operational patterns, opening the door for next-generation reporting and analytics.

Benefits include:
• 360-degree data fleet connectivity: achieve a centralized dashboard for all fleet management data sources by connecting fuel consumption data with vehicle location, maintenance records, and more. This allows fleet operators to view all fleet data (such as vehicle and fuel consumption data) on a single platform. For example, sync your RoadFlex data into your telematics dashboard for easier fleet management with real-time updates.
• Automated fuel management: automate odometer readings, fuel gauge, and GPS location for each vehicle and cross-reference them with fuel purchase data.
• Automated vehicle data synchronization: automatically sync up odometer readings, fuel gauge, and GPS location for each vehicle and cross-reference them with fuel purchase data.

RoadFlex offers a wide range of integrations with:
(1) Integrated Telematics Solutions. RoadFlex seamlessly integrates with your telematics to unlock advanced analytics and centralize all of your fleet data in one dashboard. RoadFlex is currently integrated with a wide range of telematics solutions such as Geotab, Samsara, Azuga, Verizon Connect, Lytx, FleetUp, EROAD, FordPro, GPSTab, GPSTrackit, GPS Insight, Intellishift, Nextraq, OneStepGPS, Rand McNally, Zonar and many more. RoadFlex is currently completing the integration with four more telematics providers, which adds even more value for Sourcewell members.

(2) Private Site Fueling Solutions. This includes select private on-premise fuel management solutions that control and monitor fuel access (such as EJ Ward) and mobile fueling services that facilitate on-demand fuel delivery.

(3) Fleet Asset Management Solutions. RoadFlex can integrate with Fleet Asset Management solutions used for asset tracking, lifecycle cost analysis, and inventory management.

(4) Fleet Management Solutions. RoadFlex can integrate with Fleet Management solutions for driver management, route optimization, compliance, and reporting.

(5) Fleet Maintenance Solutions. Our fleet maintenance integrations enable proactive vehicle maintenance, ensuring all fleet vehicles operate at their best, minimizing downtime and repair costs. These integrations help efficiently manage service schedules, part inventories, and maintenance records.

(6) Accounting Software tools. RoadFlex integrates with key accounting software tools, allowing for seamless financial management (such as QuickBooks). This integration facilitates the synchronization of financial data across billing, payroll, and expense tracking systems to ensure accuracy and ease of access.

(7) Transportation Management Systems (TMS). RoadFlex supports integration with Transportation Management Systems through flat file pulling, enabling the import and export of

data in a simplified format. This capability supports the optimization of route planning, load scheduling, and overall transport logistics.

OTHER VALUE-ADDED OFFERINGS
RoadFlex offers a wide range of fleet-related value-added services, including:
(1) Managed Services – Fuel Risk: RoadFlex provides a team of fuel analytics managers and fleet experts assigned to each customer. This team will help customers reconcile (audit) all of their fuel and fleet expense transactions, identify Risks, and provide expert analysis for improvement every month. This service drives increased ROI.

(2) Managed Services – Route Optimization: RoadFlex provides a team of routing experts assigned to customers to help them optimize driver routes to optimize driving time, fueling costs (cheapest gas stations along the route), and planned resting schedules.

(3) Managed Services – Sustainability Consulting: RoadFlex provides a team of experts for advice on implementing eco-friendly practices and reducing carbon footprint.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	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.		○ Yes ◉ No	N/A	*
48		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
49		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
50		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
51		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
53		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
54		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
55		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

56	Describe your payment terms and accepted payment methods.	RoadFlex's standard payment terms are Net-15. However, RoadFlex is offering Sourcewell participating entities net-30 payment terms from the date the invoice is made available to the customer. RoadFlex is also willing to work with any Government Agency that requires additional payment terms. RoadFlex offers Sourcewell participating members various payment options: • Online payment from a checking account (wire transfer, ACH) • Automated Clearing House (ACH) • Paper check • Debit cards	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	N/A. RoadFlex does not offer any hardware. Therefore, no capital investments or leasing are needed or required to use RoadFlex's solution.	*
58	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.	RoadFlex can use either the Government Agency's (Purchase Order) or RoadFlex's standard documents (RoadFlex Quote) to finalize a contract. We have added a Standard Quote Sample to our response, which points to our Terms and Conditions and the Sourcewell contract. Please see the attached file labeled "Sample RoadFlex Quote" for the sample Quote document we provide to Government Agencies.	*
59	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?	RoadFlex accepts P-card procurement and payment for SaaS fees and Managed-Service fees at no additional cost to Sourcewell participating entities.	*
60	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.	RoadFlex offers transparent upfront pricing to Sourcewell members. RoadFlex does not charge hidden fees, transaction fees, or out-of-network fees while offering competitive discounts for all fuel and non-fuel purchases. RoadFlex offers a specialized pricing model for the following: (1) The RoadFlex Enterprise Platform (SaaS Platform) and optional Fuel Risk Managed Services: RoadFlex offers Line Item Pricing to Sourcewell (please see attached uploaded file). The pricing is stated in US Dollars and includes the total cost of acquisition, including products and services delivered and operational for its intended purpose in the Participating Entity's location (i.e., Includes everything a customer needs to be successful with the RoadFlex program). (2) The RoadFlex Fleet Card: RoadFlex offers discounts to Sourcewell members for both fuel and non-fuel purchases made with the RoadFlex Fleet Card. Please see the attached pricing file for the list of discounts. RoadFlex is happy to offer all Sourcewell participating entities the most favorable pricing, offering higher discounts compared to our standard fleet customers. RoadFlex's attached pricing model includes a list price with a Sourcewell discount in U.S. dollars and a list of discounts for fuel and non-fuel purchases. Please see the attached "RoadFlex Pricing" file for further breakdown.	*
61	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.	RoadFlex offers the following pricing discounts: (1) RoadFlex's Fleet Card transactions: fuel discounts are shown as either a percentage off or fixed amount off the retail price. Non-fuel discounts are shown as a percentage off the retail price. (2) RoadFlex Saas Platform and Managed Services: RoadFlex's pricing model for Sourcewell is represented by a 66.7% discount from our standard list price. Please see the attached "RoadFlex Pricing" file for further breakdown.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	RoadFlex has applied volume discounts for its SaaS Platform or Managed Services to Sourcewell entities and included fuel and non-fuel discounts to Sourcewell members for purchases made with the RoadFlex Fleet Card. RoadFlex is taking into consideration pricing based on all public and government fleets across the United States, regardless of fleet size, to provide the most favorable pricing to Sourcewell's entities. Please see the attached "RoadFlex Pricing" file for details.	*

63	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.	RoadFlex is able to provide "sourced" products or related services that are "open market" items or "non-contracted items. These will incur a cost plus 15%.	*
64	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.	There are no additional costs beyond the pricing structure that is submitted. Line Item Pricing included (attached uploaded file) is stated in U.S. dollars. It consists of the total cost of acquisition, including products and services delivered and operational for its intended purpose in the Participating Entity's location (i.e., Includes everything a customer needs to be successful with the RoadFlex program).	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping or delivery does not incur any additional costs for Sourcewell participating entities.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping or delivery do not incur any additional costs for Sourcewell participating entities in Alaska, Hawaii, or Canada.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	RoadFlex's solution has several different options available to the customer. One of them is fleet/company cards for drivers and employees. The traditional delivery method is to ship physical cards to customer employees. However, RoadFlex can also issue "virtual cards" at any time. These can then be easily added to a smartphone's wallet with just one click (both Apple Pay and Android Wallet). For larger fleets, our implementation and/or success teams travel to various locations and distribute on-site, along with an orientation presentation free of charge.	*
68	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.	Internal Audits at RoadFlex are performed on a yearly basis. RoadFlex performs various types of compliance reviews as required by regulations, such as bank compliance reviews. Our bank partner and card issuing program manager have strict management oversight programs around risk and compliance. There are rigorous internal and external audits of all financial transactions that are set in place. Additionally, RoadFlex has robust security measures in place to safeguard data, including our commitment to data privacy, data security, data encryption, and compliance with industry standards (GDPR, CCPA).

RoadFlex already has a process in place for identifying Sourcewell customers and determining methods to calculate the proper pricing. The process includes:
(1) Tagging all accounts in our system that are related to Sourcewell. This allows us to identify all accounts in our system for Sourcewell participating entities.
(2) Our sales operations team performs QA checks on all sales that are processed through our system to ensure proper and accurate pricing.
(3) Using our proprietary CRM, RoadFlex can provide real-time analytics and visibility into contract performance and easily generate reports as needed.
(4) At the end of each fiscal quarter, our operations department will run a report for all activity from Sourcewell participating entities, including the administrative fee to Sourcewell.
(5) Our finance department will audit and validate the report using our internal compliance guidelines. This ensures that RoadFlex calculates the most accurate sales commission for Sourcewell and that the discounts for each transaction are correctly attributed.
(6) Afterwards, our CFO will review all quarterly numbers, approve the report, and ensure prompt delivery and payment of the administrative fee to Sourcewell and that they have received all the correct discounts.

If any pricing errors are identified, RoadFlex will either (1) issue a credit to the Sourcewell participating entity's account or (2) provide a check payment for the amount due. | * |

| 69 | 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. | RoadFlex offers a complete set of account review tools that provide Sourcewell with a clear picture of whether RoadFlex is having success with the contract. RoadFlex is currently already able to track internal metrics to measure and evaluate the success of a potential contract. RoadFlex's proprietary software dashboard takes a data-driven approach to track metrics for each account and customer. Below are the KPIs that RoadFlex would track to ensure the success of our partnership:

(1) Tagging: we tag all accounts in our CRM that are related to Sourcewell. This allows us to identify all accounts in our system for Sourcewell participating entities

(2) Activation Metrics: we will measure the activation rate for all Sourcewell participating accounts to understand how many new customers are leveraging the RoadFlex solutions post-onboarding.

(3) Fueling activity metrics: we will monitor utilization rates, total number of fueling events, fueling volumes, and total fueling spent by each driver or vehicle, broken down by department (or sub-department), region, or office. Fleet operators often have specific fueling schedules and spending preferences that are hard to enforce without precise tracking. RoadFlex's platform enables proactive management, helping clients optimize fuel risk for better oversight.

(4) Fuel risk score: RoadFlex tracks and blocks unauthorized or non-compliant fueling events, assuring clients that any out-of-policy transactions are promptly blocked. This data is also available on an individual user basis, enabling our partners to identify potential misuse or abuse within their teams. The goal is for the fuel risk score for customers to see improvements in the fuel risk scores of their employees over time.

(5) Policy and control adherence: RoadFlex will help customers ensure employees align with company policies and fueling guidelines. Our platform offers advanced capabilities to establish guardrails and set fueling controls according to internal budgets and policies. Tracking these metrics, we help our partners consistently achieve budget targets and maintain control over fuel and operational expenses.

(6) Product feedback metrics: we gather feedback on how intuitive the RoadFlex platform and services have been for employees to ensure continuous feedback and improvement.

(7) Customer satisfaction score (CSAT): we assess customer satisfaction with RoadFlex's Dedicated Customer Success Program and our 24/7 support services, helping us maintain high service standards for all types of customer service inquiries. This is done through CSAT surveys that we automatically send to customers.

By regularly monitoring these KPIs, RoadFlex will gain valuable insights into program performance, enabling us to make informed adjustments and ensure the satisfaction of all of Sourcewell's participating entities using RoadFlex. | * |
| 70 | 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. | RoadFlex acknowledges and values the support and services provided by Sourcewell.
RoadFlex agrees and commits to paying an administrative fee for all revenue generated from this award, structured as follows:

(1) A fee of 2.0% of all service fee revenues accrued from this award. This includes:
• Sales generated from the fixed monthly price per vehicle for our unique software platform. This is for the AI-powered platform, which includes reporting, advanced analytics, and expense management.
• Sales generated from all managed services that RoadFlex offers.
(2) An additional quarterly revenue share based on the total retail transaction expenditures of Sourcewell participating members for the quarter, calculated at a rate of 15 basis points (0.15%).

These fees collectively reflect RoadFlex's commitment to upholding the financial terms of our partnership with Sourcewell.

Please see the attached "RoadFlex Pricing" file for further breakdown. | * |

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered to Sourcewell is better than that typically offered through other contracts.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
72	Provide a detailed description of all the solutions offered, including used Solutions if applicable, offered in the proposal.	RoadFlex offers a Fuel Risk Management Platform that provides a comprehensive approach to controlling, monitoring, and optimizing fuel and fleet expenses. The solution simplifies fuel management, eliminates fraud and theft for all types of expenses, and automates reporting and accounting. The RoadFlex Proactive Fuel Risk Management Platform is comprised of 5 components: 1. Visa Fleet Cards Program 2. 6-Layered Security Program 3. Advanced Fleet Fuel Analytics & Reporting Dashboard 4. 360-degree Data Connectivity 5. Unique Dedicated Customer Success Program Please see below for detailed descriptions of each component. VISA FLEET CARDS PROGRAM RoadFlex offers a comprehensive Visa Fleet Card that has many advantages: (1) Universal Fuel Network Acceptance: RoadFlex Fleet cards are accepted in the United States and Canada, including all US territories such as American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. The RoadFlex Fleet Fuel Card is accepted at 100% of retail fueling locations that accept Visa cards as payment, with over 220,000 locations in the United States, over 25,000 in Canada, and over 500,000 maintenance locations in North America. (2) Comprehensive Forms of Payment: RoadFlex caters to all forms of payments, including physical cards, mobile applications, and digital and virtual payment services, ensuring accessibility, security, and convenience for all users. These include payment methods that integrate with major e-wallets (including Apple Wallet, Android Pay, and Samsung Pay), support online payments (allowing users to conduct transactions over the internet), and in-app and/or mobile payments that allow users to make purchases digitally through mobile devices. (3) Purchase more than just fuel: RoadFlex Fleet cards can be set to fuel-only or unlocked for other types of transactions and merchant types. RoadFlex cards are accepted for all other types of expenses at all merchant locations that accept Visa, including for: • Fuel expenses (i.e. gasoline, diesel, EV charging, biofuel, hydrogen, etc.) • Fleet-related expenses (i.e., vehicle repairs, preventative maintenance, oil changes, car washing, and detail services, tires, bridge tolls) • Field-related expenses (i.e., hardware stores, equipment rentals, lodging) • Business expenses (i.e., hotels, restaurants) RoadFlex lets you control your employee's expenses with a single Visa card so you no longer need to borrow a company credit card or have fuel cards. (4) Compatible with all EV Charging Stations and EV Charging Networks: RoadFlex is fully compatible as a payment method for all EV charging station providers and networks throughout the United States and Canada that accept Visa as a payment method. All EV charging event data will be collected and shown on the RoadFlex dashboard, including kWh delivered, charging cost, charger type, charging duration, and frequency of use. (5) Private Site Fuel Location Payment and Data Services: RoadFlex cards are also accepted at select private site fueling locations with our fuel management partners, such as those operated by EJ Ward. This way, government fleets can use RoadFlex cards for both private site and retail fueling transactions, with all fueling transactions consolidated in one comprehensive reporting dashboard. 6-LAYERED SECURITY PROGRAM	

A unique capability that RoadFlex offers is our bulletproof security program, which allows fleets of all types to eliminate fuel fraud/theft and automatically optimize fleet operations.

This program offers advanced security capabilities that eliminate wasteful spending, such as drivers fueling gas cans, purchasing items other than fuel, or fueling non-work vehicles:

(1) Transaction & Spending Controls: the ability to set detailed spending rules and policies, such as spending limits per merchant type, per amount of time, allowed merchants, and more.

For example, a user can set a $1,000 weekly limit for a RoadFlex card and also set sub-categories of limits per merchant type: $500 for fuel stations, $300 for maintenance, $125 for bridge tolls, and $75 for car washes. These total the $1,000 spending limit at the card level.

Users can set working hours for each driver: fueling transactions can only be performed during set working hours. Transactions performed outside of work hours will be automatically flagged and blocked.

Users can whitelist or blacklist specific merchants: control the stores and fueling locations at which the drivers are allowed to fuel up.

(2) User Validation: automatically validate the identity of the personnel making the fuel purchase and blocking fueling transactions where this requirement is not met.

(3) Vehicle Location Validation: automatically verify that the driver's authorized vehicle is within 100 meters of the purchase location for every transaction. If the vehicle is not close by, the transaction is automatically blocked.

(4) Fuel Level Validation: automatically track fuel tank capacity to ensure purchases do not exceed a vehicle's fuel tank capacity and that the correct vehicle received the fuel purchased.

(5) Fuel Type Validation: admins can select the specific fuel type a driver or vehicle is allowed to purchase. Purchasing a more expensive fuel type can significantly increase overall fleet spending, and the wrong fuel type will damage vehicle engines.

(6) Retroactive Fuel Analysis: for each vehicle, RoadFlex ties back gallons consumed to the number of miles driven. This identifies potential fuel fraud or vehicle issues.

Transactions are automatically declined if they are out of policy or if RoadFlex detects any suspicious behavior. Admins can opt-in to receive real-time alerts and notifications through SMS and email.

ADVANCED FLEET FUEL ANALYTICS & REPORTING DASHBOARD
RoadFlex offers top-of-the-line fuel analytics technology with an easy-to-use online web platform and Mobile App.

(1) Performance Dashboards: see all of your fleet expenses in one dashboard through our online portal in real-time. This includes detailed data such as fuel type, gallons, prices, taxes, discounts, tag, location, associated driver, associated vehicle, transaction status, and more (including Level 3 Fuel Data).

The dashboard visually represents key performance indicators (KPIs) such as fuel consumption, vehicle utilization, and maintenance costs. These dashboards are designed to provide fleet managers with an instant overview of fleet status and performance.

(2) AI-Powered Fueling Analytics: for each driver and vehicle, RoadFlex shows all the fueling transactions for a given date range, including the amount and cost of fueling. By using AI and Machine Learning, RoadFlex automatically identifies patterns and trends in fuel consumption, highlights areas for improvement, and makes recommendations on specific instances to improve fuel use and eliminate theft or fraud. The platform's AI-driven approach allows fleet managers to go beyond reactive management by identifying potential risks and optimizing fueling proactively.

(3) Anomaly Detection: RoadFlex uses proprietary AI and advanced data analytics to detect anomalies in fuel usage, such as unusual transactions or refueling outside of approved hours or locations. By identifying these discrepancies in real time, RoadFlex enables fleet managers to act quickly, ensuring fuel expenses are directly tied to legitimate operations.

(4) Driver and Vehicle Benchmarking: benchmark drivers and vehicles with each other. By combining vehicle telematics data with fueling activity, customers can automatically rank their drivers or vehicles based on specific metrics such as fuel efficiency and total fuel expenditure. This allows users to compare fuel performance and surface any potential issues that need to be addressed or investigated. Customers will also see how many transactions have been automatically blocked for

each driver due to suspicious out-of-policy fueling attempts. Furthermore, users can also identify drivers that have the most fueling events, those that are associated with the most fuel misuse, or any additional suspicious transactions.

(5) Fuel Risk Score: every fleet will have a Fuel Risk Score based on their combined team's fuel risk levels – categorized as Green, Yellow, or Red (red for high-risk). At the same time, all fleet customers will also have a Fuel Risk Score for each of their employees, which identifies the drivers at risk. To further enhance oversight, the top 10 riskiest drivers will be identified continuously within a customer's fleet driver rankings, indicating those most susceptible to fuel-related issues. The Fuel Risk Score empowers fleet managers to take proactive measures, address irregularities, and ensure that fuel expenses remain secure and efficient. This is the most powerful tool designed to proactively safeguard fleets against fuel theft and fraud.

(6) EV Charging Analytics: all EV charging events transacted through RoadFlex will automatically be used to optimize kWh delivered and total cost of operations on a per-driver or vehicle basis, and suggestions will be given on how to improve costs and efficiency. Additionally, the real-time EV charging data will be accessible to all admins for reporting.

(7) Automated Suspicious Transaction Blocking: transactions will automatically be blocked if they don't meet existing criteria or fraud prevention rules. Customers can block or approve specific flagged transactions in real-time. These will be shown on the "Blocked Transactions" tab, including why they were declined.

(8) Alerts & Notifications: The ability to receive real-time purchase notifications for fueling events (opt-in feature). Receive real-time notifications via SMS or email every time a transaction is flagged as "suspicious." Also, you can customize the alerts and notifications you receive.

(9) RoadFlex Driver App: the RoadFlex Driver app has many different capabilities, including:
• Receipt / Memo upload: you can opt-in to prompt your employees to upload a screenshot of the paper receipt as soon as they make the purchase. This ensures you will receive a digital record of all of your transactions and purchases.
• In-app Job ID prompt: You can opt-in to prompt your employees to input a Job ID as part of the card unlock process before they can use it for transactions. This functionality can help categorize expenses based on different jobs and projects within your organization.
• Fuel Station Finder: users can find the cheapest gas stations on their route or vicinity.

360-DEGREE DATA CONNECTIVITY
RoadFlex offers customers the ability to create 360-degree data fleet connectivity by gathering real-time granular data (including level 3 fuel data) and seamless integrations with other fleet-related software and systems.

RoadFlex integrates with a wide range of tools that fleet operators use, such as fleet management solutions, telematics, fleet maintenance, accounting software, on-premise fuel management solutions, and fuel tax solutions, amongst others. Users can connect seamlessly with them with just a few clicks through their RoadFlex dashboard. Once the integration is set up, data will flow between systems and automatically sync up.

No other company offers comprehensive data integration, making RoadFlex the leader in comprehensive data-driven fuel management. This holistic view enables more precise tracking of fuel use and operational patterns, opening the door for next-generation reporting and analytics.

Benefits include:
• 360-degree data fleet connectivity: achieve a centralized dashboard for all fleet management data sources by connecting fuel consumption data with vehicle location, maintenance records, and more. This allows fleet operators to view all fleet data (such as vehicle and fuel consumption data) on a single platform. For example, sync your RoadFlex data into your telematics dashboard for easier fleet management with real-time updates.
• Automated fuel management: automate odometer readings, fuel gauge, and GPS location for each vehicle and cross-reference them with fuel purchase data.
• Automated vehicle data synchronization: automatically sync up odometer readings, fuel gauge, and GPS location for each vehicle and cross-reference them with fuel purchase data.
• API Integration: RoadFlex is an API-first company that leverages robust API integrations, allowing seamless data exchange between different systems and integrations with other tools. This ensures real-time data transfers and synchronization without manual intervention.

RoadFlex offers a wide range of integrations with:
(1) Integrated Telematics Solutions. RoadFlex seamlessly integrates with your telematics to unlock advanced analytics and centralize all of your fleet data in one dashboard. RoadFlex is currently integrated with a wide range of telematics solutions such as Geotab, Samsara, Azuga, Verizon Connect, Lytx, FleetUp, EROAD, FordPro, GPSTab, GPSTrackit, GPS Insight, Intellishift, Nextraq, OneStepGPS, Rand McNally, Zonar and many more!

(2) Private Site Fueling Solutions. This includes select private on-premise fuel management solutions that control and monitor fuel access (such as EJ Ward) and mobile fueling services that facilitate on-demand fuel delivery.

(3) Fleet Asset Management Solutions. RoadFlex can integrate with Fleet Asset Management solutions used for asset tracking, lifecycle cost analysis, and inventory management.

(4) Fleet Management Solutions. RoadFlex can integrate with Fleet Management solutions used for driver management, route optimization compliance, and reporting.

(5) Fleet Maintenance Solutions. Our fleet maintenance integrations enable proactive vehicle maintenance, ensuring all fleet vehicles operate at their best, minimizing downtime and repair costs. These integrations help efficiently manage service schedules, part inventories, and maintenance records.

(6) Accounting Software tools. RoadFlex integrates with key accounting software tools, allowing for seamless financial management (such as QuickBooks). This integration facilitates the synchronization of financial data across billing, payroll, and expense tracking systems to ensure accuracy and ease of access.

(7) Transportation Management Systems (TMS). RoadFlex supports integration with Transportation Management Systems through flat file pulling, enabling the import and export of data in a simplified format. This capability supports the optimization of route planning, load scheduling, and overall transport logistics.

UNIQUE COMPREHENSIVE CUSTOMER SUCCESS PROGRAM
RoadFlex's Unique Comprehensive Customer Success Program has three components:

(1) Dedicated Customer Success Team
RoadFlex offers a Unique Dedicated Customer Success Program, the first to be offered in the fleet industry. Each government fleet customer will be assigned a US-based Customer Success Manager who will be their point of contact at RoadFlex. Our experienced Customer Success Managers have direct relationships with each client and department personnel. They can provide quick and efficient solutions for our customers and partners and make the proper escalations to executive leads when necessary. Clients that use RoadFlex's managed services for fuel risk management will have access to an additional Fleet Fuel Analytics Manager. He or she will ensure that the program works smoothly and act as an extension of the customer's team to streamline reporting, analytics, and operations.

All customers can expect the highest level of customer success, consisting of the following:
 • Dedicated Customer Success & Onboarding: all customers receive a dedicated team to guarantee their success throughout their RoadFlex journey. The Customer Success Manager will help customize their entire RoadFlex dashboard, fuel risk policies, and transaction controls per their fleet's specific requirements (by driver or vehicle).
 • Admin and Manager Training: different personnel from the customer's team will have access to the benefits of RoadFlex through personalized onboarding and training. This includes fleet managers, finance managers, bookkeepers, drivers, operations managers, and general managers, amongst others. The customer will also be able to customize new user access levels as needed.
 • Quarterly Business Review: the Customer Success Manager can conduct quarterly reviews of the fleet client's performance to showcase progress regarding specific KPIs and goals. This is to uncover new areas of improvement so that customers continuously drive ROI on their RoadFlex journey.

Furthermore, customers can reach out to their Customer Success Manager or RoadFlex support team to ask any questions at any time (including but not limited to billing, reporting, performance, and driver controls, amongst others).

(2) 24/7/365 Support & Service Line
All our customers have access to our customer support team, which operates 24/7, 365 days a year, and can be reached by email, SMS, and phone (toll-free number). RoadFlex has developed high standards in how we serve our customers. For our customer service line, average response times are as follows:

• Phone calls: average wait time of 24 seconds
• Live chat: average wait time of 36 seconds
• Email: average response time of 4 minutes

We set our standards for customer service and support by benchmarking against other fuel card companies and aiming even higher to compete with the standards of the companies with the highest NPS scores in the world. Our measured metrics include:
• Average time to answer
• Talk time
• Handle time
• Average time to resolution
• Time to abandon
• NPS score: RoadFlex surveys every customer to gain insight into their customer service experience, and we consistently receive 5 out of 5 for our services. Additionally, all calls are recorded for evaluation purposes using speech analytics software, which gives RoadFlex real-time data on customer satisfaction and information to continuously improve our customer service.

RoadFlex provides the highest level of customer and technical support services to all our customers. Our team continuously measures customer satisfaction through a Customer Satisfaction Score (CSAT), which sends a survey to all our customers after their support case has been closed. Each response that is less than "Great" will get a call-back from one of our Customer Success Directors within one business day to understand the concern and further improve the customer experience. RoadFlex tracks all of these CSAT results to continuously improve our customer service. We have consistently met our target of achieving over 96% approval rate on all support cases.

(3) Full Solution Customization
RoadFlex is the first fleet fuel card solution that is fully customizable. We welcome product feedback and feature requests from customers and will work with them to implement new tailored solutions that solve their specific needs. This includes fully customizing their RoadFlex online portals, each of the cards and their spending limits and controls, specific integrations with fleet-related and account-related tools, etc.

| 73 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | There are several subcategories that RoadFlex best fits within this RFP, including:
• Fuel Risk Management
• Advanced Fleet Analytics Insights Software Solution
• Fuel fraud and fuel theft prevention
• EV Charging Card
• Fleet Expense Management
• Fleet Risk Management Reporting
• Fleet Reporting | * |
| 74 | Describe and demonstrate available features or controls that assist with mitigation of fraud, waste, and/or abuse for all solutions offered. | RoadFlex is a pioneer of the disruptive and new "Fuel Risk Management" industry. Through our Proactive Fuel Risk Management Platform and next-generation fuel security features, government fleets can eliminate fuel theft, fraud, and misallocation through our 6-layered Security Program, Advanced Reporting & Analytics (including our fuel risk score and driver/vehicle benchmarking), and real-time level 3 fueling data.

Our leading solution fills one of the most significant gaps in the fleet and fuel management industry, as many fleets lose millions of dollars annually to fuel theft, fraud, and misuse.

Below are the available features and controls through RoadFlex:

6-LAYERED SECURITY PROGRAM
These advanced security capabilities eliminate fuel fraud and theft that might arise from drivers fueling gas cans or purchasing items other than fuel or fueling non-work vehicles:
(1) Fueling Transaction Controls: the ability to set detailed spending rules and policies, such as spending limits per merchant type, per amount of time, allowed merchants, and more.
For example, a user can set a $1,000 weekly limit for a RoadFlex card and also set sub-categories of limits per merchant type: $500 for fuel stations, $300 for maintenance, $125 for bridge tolls, and $75 for car washes. These total the $1,000 spending limit at the card level.
Users can set working hours for each driver: fueling transactions can only be performed during set working hours. Transactions performed outside of work hours will be automatically flagged and blocked.
Users can whitelist or blacklist specific merchants: control the stores and fueling locations at which the drivers are allowed to fuel up.

(2) User Validation: automatically validate the identity of the personnel making the fuel purchase and blocking fueling transactions where this requirement is not met. Before each purchase, the user must unlock the card by texting a code to a number or unlocking the card directly from the RoadFlex Mobile App (this is an opt-in feature). | |

(3) Vehicle Location Validation: automatically verify that the driver's authorized vehicle is within 100 meters of the purchase location for every transaction. If the vehicle is not close by, the transaction is automatically blocked.

(4) Fuel Level Validation: automatically track fuel tank capacity to ensure purchases do not exceed a vehicle's fuel tank capacity and that the correct vehicle received the fuel purchased.

(5) Fuel Type Validation: admins can select the specific fuel type a driver or vehicle is allowed to purchase. Purchasing a more expensive fuel type can significantly increase overall fleet spending, and the wrong fuel type will damage vehicle engines.

(6) Retroactive Fuel Analysis: for each vehicle, RoadFlex ties back gallons consumed to the number of miles driven. This identifies potential fuel fraud or vehicle issues.

Transactions get automatically declined if they are out of policy or if RoadFlex detects any suspicious behavior. Admins can opt-in to receive real-time alerts and notifications through SMS and email.

ADVANCED FLEET FUEL ANALYTICS & REPORTING DASHBOARD
RoadFlex offers top-of-the-line fuel analytics technology.

(1) Performance Dashboards: see all of your fleet expenses in one dashboard through our online portal in real-time. This includes detailed data such as fuel type, gallons, prices, taxes, discounts, tag, location, associated driver, associated vehicle, transaction status, and more (including Level 3 Fuel Data).
The dashboard visually represents key performance indicators (KPIs) such as fuel consumption, vehicle utilization, and maintenance costs. These dashboards are designed to provide fleet managers with an instant overview of fleet status and performance.

(2) AI-Powered Fueling Analytics: for each driver and vehicle, RoadFlex shows all the fueling transactions for a given date range, including the amount and cost of fueling. By using AI and Machine Learning, RoadFlex automatically identifies patterns and trends in fuel consumption, highlights areas for improvement, and makes recommendations on specific instances to improve fuel use and eliminate theft or fraud. The platform's AI-driven approach allows fleet managers to go beyond reactive management by identifying potential risks and optimizing fueling proactively.

(3) Anomaly Detection: RoadFlex uses proprietary AI and advanced data analytics to detect anomalies in fuel usage, such as unusual transactions or refueling outside of approved hours or locations. By identifying these discrepancies in real time, RoadFlex enables fleet managers to act quickly, ensuring fuel expenses are directly tied to legitimate operations.

(4) Driver and Vehicle Benchmarking: benchmark drivers and vehicles with each other. By combining vehicle telematics data with fueling activity, customers can automatically rank their drivers or vehicles based on specific metrics such as fuel efficiency and total fuel expenditure. This allows users to compare fuel performances and surface any potential issues that need to be addressed or investigated. Customers will also see how many transactions have been automatically blocked for each driver due to suspicious out-of-policy fueling attempts. Furthermore, users can also identify drivers that have the most fueling events, those that are associated with the most fuel misuse, or any additional suspicious transactions.

(5) Fuel Risk Score: every fleet will have a Fuel Risk Score based on their combined team's fuel risk levels – categorized as Green, Yellow, or Red (red for high-risk). At the same time, all fleet customers will also have a Fuel Risk Score for each of their employees, which identifies the drivers at risk. To further enhance oversight, the top 10 riskiest drivers will be identified continuously within a customer's fleet driver rankings, indicating those most susceptible to fuel-related issues. The Fuel Risk Score empowers fleet managers to take proactive measures, address irregularities, and ensure that fuel expenses remain secure and efficient. This is the most powerful tool designed to proactively safeguard fleets against fuel theft and fraud.

(6) Automated Suspicious Transaction Blocking: transactions will automatically be blocked if they don't meet existing criteria or fraud prevention rules. Customers can block or approve specific flagged transactions in real-time. These will be shown on the "Blocked Transactions" tab, including why they were declined.

(7) Alerts & Notifications: The ability to receive real-time purchase notifications for fueling events (opt-in feature). Receive real-time notifications via SMS or email every time a transaction is flagged as "suspicious." Also, you can customize the alerts and notifications you receive.

360-DEGREE DATA CONNECTIVITY
RoadFlex offers customers the ability to create 360-degree data fleet connectivity through real-time granular data (including level 3 fuel data) and seamless integrations with other fleet-related software and systems.

(1) Level 3 Fuel Data: RoadFlex gathers real-time granular purchase data with each transaction. RoadFlex provides Level 3 Fueling Data for fuel purchases, including the number of gallons fueled, price per gallon, and type of fuel purchased.

(2) Seamless Integrations: RoadFlex integrates with a wide range of tools that fleet operators use, such as fleet management solutions, telematics, fleet maintenance, accounting software, private site fuel management solutions, and fuel tax solutions, amongst others. Users can connect seamlessly with them with just a few clicks through their RoadFlex dashboard. Once the integration is set up, data will flow between the two systems and automatically sync up.
Through these seamless integrations, RoadFlex can create 360-degree data fleet connectivity, connecting fuel consumption data with vehicle location, maintenance records, and more. This allows fleet operators to view all fleet data on a single platform.
No other company offers such comprehensive data integration, making RoadFlex the leader in comprehensive data-driven fuel management. This holistic view enables more precise tracking of fuel use and operational patterns, opening the door for next-generation reporting and analytics.

(3) Automated vehicle data synchronization: automatically sync up odometer readings, fuel gauge, and GPS location for each vehicle and cross-reference them with fuel purchase data.

(4) Comprehensive fuel management: RoadFlex offers a centralized dashboard for all types of fueling. This includes gasoline, diesel, EV charging, and biofuels, amongst other types of fueling. Customers will see fuel consumption data on one comprehensive dashboard, including historical fuel usage by type, vehicle, and driver. RoadFlex also integrates seamlessly with select private site fuel management solutions such as EJ Ward. By centralizing both private site fueling and retail fueling activity, RoadFlex integrates this key information into the fleet's usage reporting and can automatically create reports and detect potential anomalies.

Our customers experience average annual savings of 11% of their total fuel costs by using RoadFlex. With RoadFlex, customers can also reduce their average time spent on administrative and finance tasks by over 7 hours per week and improve fleet reporting and analysis turnaround time by over 85%. Unlike traditional methods that respond to fuel theft and fraud only after they occur, our solution enables fleets to prevent these issues before they happen.

Please see our "RoadFlex Written Proposal" for more details, which is located in the additional document folder within this RFP.

| 75 | Demonstrate the acceptance network of payment services offered for all forms of payments such as physical cards, mobile applications, digital, and/or virtual payment services. | RoadFlex is pleased to demonstrate the breadth and depth of our acceptance network of payment services for all forms of payments.

(1) Universal Fuel Network Acceptance: RoadFlex Fleet Cards are accepted in both the United States and Canada, including all US territories such as American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. The RoadFlex Fleet Card is accepted at 100% of retail fueling locations that accept Visa cards as payment, with over 220,000 locations in the United States, over 25,000 in Canada, and over 500,000 maintenance locations in North America.
Furthermore, RoadFlex cards are also accepted at select private site fueling locations with our fuel management partners, such as those operated by EJ Ward.

(2) Universal Non-Fuel Merchant Acceptance: RoadFlex Fleet Cards can be set to fuel-only or unlocked for other types of transactions and merchant types. RoadFlex cards are accepted for all other types of expenses at all merchant locations that accept Visa, including for:
 • Fuel expenses (i.e. gasoline, diesel, EV charging, biofuel, hydrogen, etc.)
 • Fleet-related expenses (i.e., vehicle repairs, tires, maintenance, bridge tolls)
 • Field-related expenses (i.e., hardware stores, equipment rentals, lodging)
 • Business expenses (i.e., hotels, restaurants)

(3) Private Site Fuel Location Payment: RoadFlex cards are also accepted at select private site fueling locations with our fuel management partners, such as those operated by EJ Ward.

(4) Comprehensive Forms of Payment: RoadFlex caters to all forms of payments, including physical cards, mobile applications, and digital and virtual payment services, ensuring accessibility, security, and convenience for all users.
These include payment methods that integrate with major e-wallets (including Apple Wallet, Android Pay, and Samsung Pay), support online payments (allowing users to conduct transactions over the internet), and in-app and/or mobile payments that allow users to make purchases digitally through mobile devices. | * |
| 76 | Demonstrate your capabilities and abilities for payment services and data collection from use at EV charging stations and EV charging networks. | RoadFlex is fully compatible as a payment method for all EV charging station providers and networks throughout the United States and Canada that accept Visa as a payment method.

Additionally, RoadFlex offers a comprehensive suite of payment processing solutions, data analytics, and user-focused services that enhance the operational efficiency and user experience of charging efforts. Our focus on security, integration, scalability, and continuous improvement positions us as a leading choice for payment and data handling needs in the evolving electric vehicle market, especially as government fleets transition to electric vehicles.

OUR PAYMENT SERVICES
 • Universal acceptance: RoadFlex cards are accepted at 100% of EV charging stations and EV charging networks in the United States and Canada that accept Visa as a payment method. You can also add RoadFlex fleet cards as the payment method for all EV charging mobile apps.
 • Physical and Virtual Cards: government fleets can use both our physical fleet cards and virtual fleet cards to make payments for EV charging
 • Fast transaction processing: our cards are optimized for quick authorization and settlement of transactions, reducing waiting times at charging stations.
 • Secure transactions: we adhere to PCI DSS and use of encryption and tokenization to secure payment information and prevent fraud.

OUR DATA COLLECTION CAPABILITIES
RoadFlex provides extensive data collection and analytical tools:
 • EV Charging data collection: automatically collects EV charging data such as kWh delivered, charging cost, charger type, charging duration, and frequency of use. This data will be shown on a centralized dashboard for all users
 • EV Charging analytics: analyze and optimize kWh delivered and total cost of operations on a per-driver or vehicle basis.
 • Real-Time Reporting: offer real-time data access to admins to improve vehicle fueling
 • One card for all fueling needs: this includes EV charging along with all other types of fueling such as gasoline, diesel, bio-fuels, etc.
 • Competitive discounts: save 1% on all EV charging transactions through RoadFlex Fleet cards | * |

Table 7B: 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	Examples	Offered *	Comments	
77	Payment solutions for:	Fuel, oil, fluids for vehicles, aircraft, watercraft	⊙ Yes ○ No	Yes. RoadFlex cards can be used to purchase all types of fuel. Our unique granular card controls allow Sourcewell members the ability to select specific fuel type and product fuel types at the card, group or company level.	*
78		Electric vehicle charging and station fees	⊙ Yes ○ No	Yes. RoadFlex is compatible with all EV charging stations in the United States and Canada that accept Visa payments. Additionally, for locations that do not have a physical card reader for "tap-and-go" payments - fleet customers can have a RoadFlex card on file for the fleet's account.	*
79		Vehicle, aircraft, and watercraft-related maintenance, repairs, supplies and services	⊙ Yes ○ No	Yes. RoadFlex cards can be easily enabled for other types of fleet payments including maintenance, repairs, supplies and services through our unique real-time card controls.	*
80	Complementary offering of services, including, but not limited to:	Card issuance, replacement and account customization	⊙ Yes ○ No	Yes. Sourcewell's members can order new, replacement cards easily through our online platform. Customers can also issue virtual cards (Apple Pay or Android wallet) in real-time through our platform. Additionally, for customizations, RoadFlex offers a Unique Dedicated Customer Success Program where each customer will get cards issued, replaced and their accounts customized to their specific fleet needs.	*
81		Transaction processing and payment settlement, transaction statement and reporting	⊙ Yes ○ No	Yes, RoadFlex offers transaction processing and payment settlement, transaction statement and reporting.	*
82		Fleet data analytics, integrated telematics	⊙ Yes ○ No	Yes. RoadFlex offers unique fleet data analytics including fuel risk management dashboards and AI-powered analytics. RoadFlex also has seamless integrations with 24+ telematics providers across the United States and Canada.	*
83		Private-site fuel location payment or data services	⊙ Yes ○ No	Yes. RoadFlex offers private-site fuel location and data services through our select partnership with private-site fuel management providers such as E J Ward.	*
84		Digital and mobile applications	⊙ Yes ○ No	Yes. RoadFlex also offers a Driver's Mobile Application (optional) with several features including fuel station search, vehicle routing, card activation (if enabled) and reporting features.	*

| 85 | | Training and technical and customer support | ● Yes
○ No | Yes. RoadFlex offers a Unique Dedicated Customer Success Program where each customer will have 4 points of contact:
(1) Account Executive
(2) Implementation Manager
(3) Customer Success Manager
(4) Executive Sponsor (C-level)

On top of this - each government agency is also able to access our 24/7/365 support line for training, technical and customer support. | * |

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. 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.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ● 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 - RoadFlex Pricing.pdf - Tuesday March 04, 2025 14:48:47
- Financial Strength and Stability - Financial Strength and Stability.zip - Tuesday March 04, 2025 22:21:28
- Marketing Plan/Samples - Marketing Plan.zip - Wednesday March 05, 2025 15:37:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Sample RoadFlex Quote.pdf - Monday March 03, 2025 19:19:04
- Requested Exceptions - Requested Exceptions.pdf - Monday March 03, 2025 19:19:42
- Upload Additional Document - RoadFlex Written Proposal.pdf - Wednesday March 05, 2025 15:17:05

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. - Rush Akin, Chief Revenue Officer (CRO), Openlane Technology Corporation DBA "RoadFlex"

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_4_RFP_030625_Fleet_Payment_Solutions Wed February 26 2025 02:54 PM	☑	2
Addendum_3_RFP_030625_Fleet_Payment_Solutions Tue February 25 2025 01:01 PM	☑	2
Addendum_2_RFP_030625_Fleet_Payment_Solutions Fri February 21 2025 02:16 PM	☑	1
Addendum_1_RFP_030625_Fleet_Payment_Solutions Thu January 16 2025 03:40 PM	☑	2