

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Element Fleet Management Corp., 940 Ridgebrook Road, Sparks, MD 21152 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated

into this Contract. All references to Equipment, Products, and Services in this Contract refer only to those provided directly and solely by Supplier and does not include Equipment, Products, and Services manufactured or provided by any third-party or direct service providers.

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier agrees to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or provider. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's in-network third-party or direct service providers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

Supplier will advance third-party expenses incurred on Participating Entity's behalf in connection with the Services, and will consolidate these charges on the invoice to Participating

Entity. Participating Entity will be responsible for the payment of all third-party and/or provider expenses, fees, costs, taxes, and other charges incurred by Supplier on Participating Entity's behalf.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, including Supplier's standard form agreements for the provision of its services, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcewell for USD \$125.00 per vehicle lease and two percent multiplied by the service fee revenue received from Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited

assignment will be invalid. This limitation on assignment does not apply to an assignment by Supplier of rights or obligations at the transactional level with Participating Entities being undertaken for financing purposes.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.

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

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees (which does not include any products or services provided by any third-party or direct service provider or vendor not affiliated with Supplier); this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. 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 and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. 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.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of 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.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the

Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* 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 Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

Additional insurance requirements for a Participating Entity with respect to the Supplier, including, but not limited to a requirement that auto liability insurance coverage for leased vehicles is the primary responsibility of the Participating Entity, may be negotiated with the Participating Entity upon credit and insurance review by Supplier.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their 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 Contract 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 Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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 the Canadian government, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

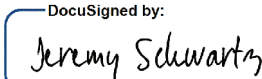
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted. [Any federal contractor or sub-contractor regulations or requirements will be negotiated separately between Supplier and Participating Entity, if such Participating Entity deems inclusion of such terms necessary in the transaction documentation.]


22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell


DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/13/2022 | 5:40 PM CDT

Element Fleet Management Corp.

DocuSigned by:

By: 4941C3C316E6460...
Michael Hilliard
Title: Assistant General Counsel
Date: 4/20/2022 | 8:05 AM CDT

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Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
4/20/2022 | 8:44 AM CDT
Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Element Fleet Corporation

Does your company conduct business under any other name? If yes, please state: Minnesota

Address: 9350 Excelsior Boulevard
Suite 400
Hopkins, MN 55343

Contact: Ken Fosina

Email: kfosina@elementcorp.com

Phone: 415-531-5574

Fax: 952-412-4235

HST#: 36-2774566

Submission Details

Created On: Tuesday February 01, 2022 14:37:57

Submitted On: Monday February 28, 2022 14:54:34

Submitted By: Tom Scott

Email: tscott@elementcorp.com

Transaction #: b8566b65-98a3-4182-ba01-5d5c302b4ea3

Submitter's IP Address: 198.175.54.245

Specifications

Table 1: Proposer Identity & Authorized Representatives

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).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Element Fleet Management Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	In the U.S.: Element Fleet Corporation In Canada: Element Fleet Management Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA: Element Fleet Management	*
4	Provide your CAGE code or DUNS number:	Corporate DUNS Number: 24-563-5441	*
5	Proposer Physical Address:	U.S: 940 Ridgebrook Road Sparks, MD 21152 Canada: 4 Robert Speck Parkway, Unit 900 Mississauga, ON CA L4Z1S1	*
6	Proposer website address (or addresses):	https://www.elementfleet.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Hilliard Assistant General Counsel 940 Ridgebrook Road Spark, MD 21152 (410) 901-7181 Mhilliard@elementcorp.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Scott Vice President - Sales 4 Robert Speck Parkway, Suite 900. Mississauga, ON L4Z 1S1 9350 Excelsior Blvd., Suite 400, Hopkins, MN 55343 (416) 574-9534 tscott@elementcorp.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ken Fosina Managing Director, Mega & Government 9350 Excelsior Blvd., Suite 400, Hopkins, MN 55343 (415) 531-5574 KFosina@elementcorp.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>In 1946, PHH, one of our legacy companies, became the first company to offer Fleet Management services. Today, Element follows the PHH tradition of innovation, combining technology with consultative expertise to address emerging needs. Element Fleet Management was founded in 2007, as Element Financial Corporation, an independent financial services company that originated, co-invested in, and managed asset-based financings and related services programs. Element has been providing fleet services to North America for more than 75 years - a result of the combination of several long-standing companies acquired by Element Financial Corporation between 2012 and 2015 (TLS Fleet, GE Capital Fleet Services Canada, PHH Arval and GE Capital Fleet Services U.S., Mexico, New Zealand and Australia).</p> <p>In 2016, the board of directors of Element Financial approved a plan to separate Element Financial into two publicly traded companies: ECN Capital Corp. and the Element Fleet Management Corp. The separation became effective on October 3, 2016. As a result of the Separation Transaction, Element Fleet has been established as the world's largest publicly traded fleet management company.</p>	*
11	What are your company's expectations in the event of an award?	We expect to work closely with Sourcewell to leverage the contract award and market our capabilities to Participating Entities. We will demonstrate the value of partnering with Element to create a customized fleet solution to address each Sourcewell's Participating Entities needs and goals.	*
12	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.	Element Fleet Management (TSX:EFN) is the largest pure-play automotive fleet manager in the world, serving approximately 1 million vehicles under management across over 5,500 clients. Element has recently completed a 27-month client-focused transformation program, successfully executing on the three strategic pillars we set out; solidifying the company's core operating platform and client relationships, strengthening and deleveraging our balance sheet and divesting of all non-core assets. During this transformation Element deleveraged the balance sheet from over 9x to sub-6x tangible leverage and eliminated or replaced over \$1 billion of high-cost hybrid instruments from our capital structure, greatly strengthening the company's financial position and maturing the capital structure. As a result of this transformation, Element is now a BBB-rated investment grade company with over \$16 billion in assets under management. Element has access to a diversity of funding sources (including the fleet ABS market, the syndication market, and the US unsecured debt market) and boasts over \$5 billion of contractually committed, undrawn liquidity, allowing us to put our balance sheet to work for our clients. Complete details and copies of financial statements are available through our website: www.elementfleet.com/investors .	*
13	What is your US market share for the solutions that you are proposing?	Element treats the U.S. and Canada together as a single market for our services. Based on an exhaustive cross-functional exercise of sizing and mapping the entire North American market for fleet management services, we can say confidently that Element has approximately 40% of the U.S.-plus-Canada market.	*
14	What is your Canadian market share for the solutions that you are proposing?	Element treats the U.S. and Canada together as a single market for our services. Based on an exhaustive cross-functional exercise of sizing and mapping the entire North American market for fleet management services, we can say confidently that Element has approximately 40% of the U.S.-plus-Canada market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Element is neither a distributor/dealer/reseller or manufacturer we are a financier for leasing fleet vehicles and rebiller for services. Element Fleet Management is solely responsible for the management of Sourcewell's Participating Entities fleet program. We align with third party partners only if and when it enhances our current offerings. For example, Element has aligned with a third party for our Tolls and Violation Program in both Canada and the U.S.	*

17	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.	<p>Our team members currently hold numerous certifications, broadly representing both Quality Service and Professional levels. In addition to general industry certifications that include ICAR; VALE Technical; and Mitchell Estimating, we've highlighted some of the major certifications below:</p> <p>Managed Maintenance Our maintenance department has received the National Institute for Automotive Service Excellence's (ASE) Blue Seal of Excellence award for 15 consecutive years. This award honors organizations whose technicians continually strive for increased quality and expertise. Our Managed Maintenance Service Technicians have ASE certification and Inter-Provincial technician licenses.</p> <p>Collision Management All collision management appraisers are licensed nationally, and many hold state licenses in those states that offer appraisal licenses. Our team members also hold ADP Shoplink and CCC Pathways certifications.</p> <p>Insurance-related certification programs Element facilitates auto physical damage for some insurance carriers and sends appraisers to heavy equipment estimating classes. Certifications include:</p> <ul style="list-style-type: none"> • Adjustrite • Mitchell Truck estimating programs <p>Truck Services The dedicated Commercial Truck Solutions Consultants have attained the Certified Transportation Professional designation through the National Private Truck Council.</p> <p>Continuous Improvement Element's Continuous Improvement Group has certified Lean Six Sigma Black Belts on staff. Certifications are achieved through nationally recognized organizations, such as the American Society for Quality (ASQ) and Villanova University. In addition, many of our employees hold certifications that include Microsoft Certified Partner; Loss Recovery Specialists certified by the Insurance Institute of America; and CAFS or CAFM Certification from NAFA.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2021</p> <p>2021 R.J. Reynolds Leadership Award for Supplier Diversity</p> <p>2021 JCI Supplier Leadership Award in Diversity</p> <p>2021 Cigna Well-being Award</p> <p>2021 Great Places to Work Mexico Certification (5th place) and 5th place achievement in "Best Companies to work at during challenging times."</p> <p>2020</p> <p>2020 Advance Auto Parts Strategic Partner of the Year Award – recognizing the supplier who provided a competitive advantage by exceeding cost performance goals</p> <p>2020 INA Towing Award for global commitment to innovative solutions, delivering safety and extraordinary service within the industry</p> <p>2020 Johnson Controls Diversity Recognition Leadership Award</p> <p>2019</p> <p>2019 Cushman & Wakefield Innovation & Continuous Improvement Award</p> <p>2018</p> <p>2018 Axalta Supplier of the Year Award</p> <p>2018 Home Depot Supplier of the Year Award</p> <p>2018 Ecovadis Bronze CSR Rating</p> <p>2017</p> <p>2017 GE Appliances Strategic Supplier of Year Award</p> <p>2017 Axalta Supplier of the Year Award</p> <p>2017 National Institute for Automotive Service Excellence (ASE) Blue Seal of Excellence (17 consecutive years)</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	Complete details and copies of financial statements are publicly available through our website: https://www.elementfleet.com/about-us/investor-relations/financial-reports .	*
21	What percentage of your sales are to the education sector in the past three years	Complete details and copies of financial statements are publicly available through our website: https://www.elementfleet.com/about-us/investor-relations/financial-reports .	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently have cooperative purchasing contracts with 791 and Equalis.	*
23	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?	Element currently does not hold any GSA or Standing Offers and Supply Arrangements.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Province of Newfoundland	Murray Adams	(709) 729-2300	*
State of Maryland	Joseph Consoli	(410) 260-6400	*
Washington State Fleet Operations	Bryan Bazard	(360) 902-4111	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
N/A	Government	Maryland - MD	Element provides various fleet management services including, maintenance programs, collision, safety, and TCO management consulting services.	1000s of transactions of various \$ values	\$40MM plus	*
N/A	Government	NL - Newfoundland and Labrador	Element provides various fleet management services including fuel, maintenance programs, and TCO management consulting services.	1000s of transactions per month	\$15MM plus	*
N/A	Government	Washington - WA	Collision Management & Safety	1000s of claims of various \$ values	*\$3MM plus	*
N/A	Government	Washington - WA	Collision Management & Safety	1000s of claims of various \$ values	\$2MM plus	*
N/A	Government	Florida - FL	Collision Management & Safety	1000s of claims of various \$ values	*\$700K plus	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Element has national coverage in North American.	*
27	Dealer network or other distribution methods.	<p>Acquisition Network Element relies on our dedicated Delivery Contact Team to facilitate a timely and convenient vehicle delivery for you. Using advanced technology systems, we locate the best delivering dealer options based on proximity to driver's address; quality of service/service records; and our own evaluation criteria.</p> <p>Our rigorous screening and audit process guarantees that only certified quality brokers, who demonstrate reliability; business and financial stability; a professional and knowledgeable staff; and an ability to provide vehicle demonstrations, are selected as accepted dealers. In addition, we measure our Tier 1 dealer performance through driver surveys to validate service levels, vehicle condition, and post-service repair.</p>	*

28	Service force.	<p>Maintenance Network Our maintenance services network provides you with conveniently located full-service support to ensure your drivers experience the highest degree of timeliness and quality of service. Our fleet-minded maintenance providers provide everything from preventive maintenance to unscheduled and complex repairs, including warranty and post-warranty service.</p> <p>In the U.S., our maintenance network includes national account vendors, such as Goodyear, Firestone, Michelin (and its subsidiaries), Pep Boys, Midas, Monro, Jiffy Lube and Valvoline Instant Oil Change and contracted dealerships and independent repair garages.</p> <p>In Canada, we partner with National Account vendors, such as Bridgestone/Firestone, Goodyear, Michelin, Canadian Tire, Kal Tire, Mr. Lube, AAMCO Transmission, Fountain Tire, Midas, and Uniroyal/B.F. Goodrich, contracted independent garages and dealerships in our repair provider network.</p> <p>Collision Network We have repair facilities in our direct repair network across North America, including shops that handle heavy-duty vehicles. We also have a number of national chain/fast fitters in our network, including glass repair and replacement providers. Many providers have been in our network for over 20 years. All repair shops go through a rigorous screening process prior to acceptance in our direct repair network, and they guarantee work performed for the fleet life of the vehicle.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our North American online platform enhances the entire ordering experience - from initial consultation through unit activation. Available through our online platform, Xcelerate, our ordering technology provides:</p> <p>One secure, online ordering platform in North America for cars and all classes of trucks: All order functions are streamlined onto one screen. The system provides robust, real-time visibility into key aspects of the ordering process, including replacement plans, policies, a wide variety of order status events, and more. Links to Price and Spec resources make it easy to research and compare vehicles without leaving the ordering screen.</p> <p>Upfront validation at each step of the order process to ensure accuracy: The online ordering platform validates each step of the order process to ensure accuracy. The system's business-rules engine automates client-specific exceptions and needs, decreasing order processing time while increasing accuracy.</p> <p>Centralized management of incentives/concessions, price protection, and driver paid option policies: Your FPS Partner and New Vehicle Acquisition Consultant will collaborate with Sourcewell's Participating Entities to develop selector and replacement plans for each model year, integrating your policies and creating order profiles in the system.</p> <p>Engagement of motor companies, dealers, upfitters, and regulatory services: Motor company information that could impact your fleet is updated and communicated year-round. Element also has consultative online tools including replacement decision toolkits, lifecycle cost models, new model year information and side-by-side vehicle comparisons.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Account Executive Our highly experienced Account Executives have a complete understanding of all aspects of the fleet industry and are well versed in financial, accounting, and other business disciplines.</p> <p>Strategic Consultant (SCS) Your Consultant finds the optimal mix of fuel, maintenance, safety and accident management services, as well as other best-in-class fleet solutions. They continuously measure and monitor fleet performance to ensure alignment with efficiency goals and strategic objectives Fleet Partnership Solutions (FPS) Partner</p> <p>Fleet Partnership Solutions (FPS) Partner Our outsourced fleet management program can be tailored to provide precisely the level of support you want, from day-to-day administration to strategic planning and project management to full fleet outsourcing where we serve as your fleet manager. Our dedicated team of experts can develop, manage and execute on your strategic plans, helping you save time and money. We'll keep your fleet on the road so you can focus on your business.</p> <p>Customer Support Center In addition to the client support team, we provide support to your drivers through our Customer Care Center (CCC). Drivers receive a toll-free number where they can request information and receive answers about their fleet vehicles.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Element provides services in all 50 states and Puerto Rico and would do so if awarded the contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Element provides services in the Canadian provinces and would do so if awarded the contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Element services the United States, Canada and Puerto Rico.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We would be open to all entity sectors and willing to connect directly to discuss Element solutions that are appropriate and meet the needs and goals of the entity.</p> <p>For federal entity engagements, Element would need to understand specific requirements pursuant to the regulations governing the applicable entity.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Element provides services in all 50 states and Puerto Rico and would do so if awarded the contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Element's marketing plan will embrace:</p> <ul style="list-style-type: none"> • Market Awareness activities including Press Release, Update to our public sector solutions webpage, tradeshow signage and sharing of success stories • Strategic Marketing activities including email campaigns sharing monthly trends from our Strategic Consulting group and educational webinars • Sales Enablement activities including ongoing sales training, and sales collateral <p>Please refer to "Sourcewell Marketing Timeline" uploaded to the document section of the bid portal.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Element continually optimizes the breadth and sophistication of technology and metadata used to enhance marketing effectiveness across organic, earned, and paid media channels. Our multichannel approach focuses on delivering content to our clients and prospective clients relevant to their fleet type, size, industry, and job function.</p> <p>Digital strategies include social media (LinkedIn, YouTube, Facebook, Twitter) to increase awareness of our brand and value proposition and targeted email campaigns. In both instances we strive to amplify the reach of our digital content which includes market insights and thought leadership brought to life in varying formats – including blogs, infographics, dynamic images, and interactive online tools. Additional digital channels include banners ads both within our client portal (Xcelerate) and external websites relevant to fleet professionals.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Government entities look to Sourcewell as a trusted resource for simplifying the purchasing and procurement process. In particular, Sourcewell essentially removes the daunting bid process which is often riddled with inefficiencies and redundancies for public sector professionals. As such, Sourcewell represents Element's cooperative contract of choice. Similarly, Element Fleet Management's proven record of accomplishment for delivering services and solutions with a high standard of ethics and integrity which is synonymous with Sourcewell's reputation.</p> <p>Our expectation of a Sourcewell-awarded contact is to expand awareness of Element's ability to help government entities and public sector professionals meet their operating goals – including financial optimization and resource optimization. It is our hope that Sourcewell will furnish good-faith comarketing opportunities across digital (website, e-newsletters, etc.) and analog channels (trade shows, member mailings, etc.). When possible, we also request access to membership lists for targeted engagements relevant to specific segments and sub-segments of your members.</p> <p>Element's sales and marketing teams will integrate a Sourcewell partnership into our overall public sector marketing strategy. This includes use of the Sourcewell logo and name on the Element Public Sector solutions page, thought leadership content (reports, white papers, etc.), and sales collateral. Element will also continually explore opportunities to embed Sourcewell into our media and events strategy – including industry panels and client testimonials. Finally, Element welcomes direct-referrals from Sourcewell and opportunities to engage with Sourcewell members at tradeshow, conferences, and member-only events.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our services are not available to purchase through an e-procurement order process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	To best service our clients, our Client Technology Services team provides telephone and email support. In addition to training on-demand videos, in-context support and guidance is available throughout our online web portal, which houses an e-Learning capability designed to provide support when you need it, 24/7. Our interactive Help section provides comprehensive content organized by logical topics. Finally, Xcelerate has interactive, step by step guidance within the functional areas of the site.

41	Describe any technological advances that your proposed products or services offer.	<p>Element's client portal, Xcelerate, leverages the latest technologies to provide access to actionable data. Key features include:</p> <ul style="list-style-type: none"> • Easily accessible: Digital platform with actionable intelligence. • Intuitive: Seamless, integrated data experiences. • Simple and personalized: Sourcewell Participating Entities can tailor the interface to best manage your fleet. • Robust reporting capabilities: Reporting tools generate reports quickly and easily and support simple report creation, exporting, custom filtering, sharing, and scheduling. • Responsive design: Enhanced technology provides users with an optimal viewing experience from any device. • Exception identification: Exception reporting and dashboards provide quick access to actionable data, allowing you to address outliers. The tool specifically allows for customized thresholds to be set to track exceptions, email exceptions to managers/drivers, and perform trend analysis throughout history. <p>At a functional level, users can access:</p> <ul style="list-style-type: none"> • Cost-saving analysis: The greatest benefit of our information system is simple, electronic access to your data to identify areas to save money. • North American ordering platform: Our platform offers centralized, online ordering functionality with effective integration of client policies. This program also offers increased visibility into status events, reduces cycle time, and increases order accuracy. • Fleet data at your fingertips: You have access to data whenever you need it, available at the unit-level or summarized, for the time you require, and in the format you prefer. Fleet managers have access to details such as maintenance history and fuel purchases, providing complete flexibility to create customized reports and download data for further use. You can update units and drivers with a simple click of a button, and support the driver's experience with integrated guided flows for all related on-boarding actions. <p>Xcelerate for Drivers is a mobile application that allows users to access fleet information from their device at any time, enabling drivers in the field to access Element services and resources as well as complete vehicle and driver tasks normally performed on a desktop PC.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In 2020, Element developed a formal Environmental, Social, Governance (ESG) Strategy, that is aligned to our Balanced Scorecard, the management tool that Element uses to focus our team on achieving our strategic priorities. Our ESG Strategy is based on four key pillars: Sustainability, Diversity & Inclusion, Satisfaction & Safety, and Governance. Element has developed clear ESG objectives and metrics on which to measure our success. Through our sustainability pillar, there are a number of strategies we can implement for Sourcewell's Participating Entities to help reduce the carbon footprint.</p> <p>Element's focus on sustainability was once again recognized in 2021 with our awarded a silver medal from EcoVadis. .</p> <ul style="list-style-type: none"> • Some of Element's areas of focus in assisting customers to commitment to "greening" fleet includes Evaluate if/where hybrid or electric vehicles may make sense within your fleet, looking at both projected emissions reduction and impact to life cycle costs. • Set CO2 goals: Setting a fleet-wide CO2 strategic policy is an important statement of intent for your organization and a crucial first step in minimizing your fleet's carbon footprint. • Use navigation systems: A navigation system is a cost-effective way for drivers to ensure that they are following an efficient route, saving fuel and CO2. • Implement telematics: Telematics track gas mileage, rate of acceleration, braking, and wear and tear on the vehicle. These data generate reports, which are used to advise clients about how to reduce fuel consumption and maintenance costs. <p>Use driver training modules: Our DriverCare training includes several modules on green driving tips and techniques.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We work with OEMs that provide three primary types of hybrid vehicles include EVs; HEVs; and PHEVs, and each is briefly described below.</p> <p>EVs (all-electric vehicles) are only powered by one or more electric motors. They receive electricity by plugging into the grid, and they store energy in batteries. They consume no petroleum-based fuel while driving and produce no tailpipe emissions.</p> <p>HEVs (hybrid electric vehicles) combine an ICE or other propulsion source with batteries, regenerative braking, and an electric motor to provide high fuel economy. They rely on a petroleum based or alternative fuel for power and are not plugged in to charge. HEV batteries are charged by the ICE (or other propulsion source) and during regenerative braking.</p> <p>PHEVs (plug-in hybrid electric vehicles) use batteries to power an electric motor, plug into the electric grid to charge, and use a petroleum based or alternative fuel to power an ICE or other propulsion source.</p>	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Element is proud to partner with diverse supplier councils including the National Minority Supplier Development Council (NMSDC), the Canadian Aboriginal and Minority Supplier Council (CAMSC) and Disability:IN.</p> <p>We began our supplier diversity program including client reporting on diversity spend, over 20 years ago and have/continue to build out our diverse supply chain to support local businesses. We direct more than C\$2B of our client spend through local diverse businesses. More recently, we have developed more robust data regarding the diversity of our suppliers and invested in technology, allowing us to report on how much of our client's spend is allocated to diverse and women-owned businesses.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We know vehicles and equipment are an essential part of achieving your company's business goals. That's why we've invested in the best people, products and processes to help ensure your fleet is continually operating at peak efficiency.</p> <p>Strategic fleet consulting Your fleet is unique, and so is our approach. At Element Fleet Management, our team of expert strategic consultants continuously monitors and proactively fine tunes your fleet program to deliver better value and efficiencies at every opportunity.</p> <p>Fleet technology innovation & leadership We continue to invest in game-changing tracking tools and fleet management technologies that make you, your drivers and your fleet assets more productive. Explore some of the exciting things we're working on for tomorrow and learn how we plan to get there.</p> <p>Exceptional service We're a partner that collaborates with clients to continuously drive value for their organizations. We act as an extension of your team, developing experiences that are both measurable and meaningful.</p> <p>Tailored to your needs Every fleet is unique, and every fleet management program should be unique, too. Whether you're 100% hands-on, or you want to leave everything to us, we'll design and deliver a solution that fits your needs and your fleet.</p>	*

Table 9A: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Element only warrants the services performed directly and solely by Element. Element does not provide any warranty for services performed by third-party or direct service providers.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not applicable. Please refer to response to question number 46.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable. Please refer to response to question number 46.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Not applicable. Please refer to response to question number 46.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not applicable. Please refer to response to question number 46.	*
51	What are your proposed exchange and return programs and policies?	Not applicable. Please refer to response to question number 46.	*
52	Describe any service contract options for the items included in your proposal.	Not applicable.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	<p>Element maintains an unrelenting dedication to our clients and in order to best achieve this, we monitor and benchmark our performance on several key metrics. Element uses a Balanced Scorecard to measure progress against our strategic priorities. The Balanced Scorecard is comprised of metrics divided into (1) Operational Effectiveness: measuring how well we are performing on the things that matter most to our clients; and (2) Operational Efficiency, measuring how efficiently we deliver the consistent superior experience our clients expect.</p> <p>Each metric of the Balanced Scorecard has a target; and with Index Scores, we determine how we're doing overall, whether we're performing above or below our targets.</p> <p>In addition, we rely on the P80 Methodology to set targets that are closely aligned to client experience. Rather than averages year-to-date, as calculated in the Index Score, P80 identifies transactions or units that fall outside of 80% of our normal operational rhythm, or effectiveness. This method provides visibility to areas of improvement in order to deliver a better client experience.</p>
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>We listen to your needs and concerns over the course of our relationship with you. Using formal methodology to leverage client input, we conduct a loyalty survey to calculate a simple metric (the Net Promoter Score) in order to measure how likely our clients are to recommend our services. We use the scores and feedback from this survey to evaluate our performance and to refine yearly objectives.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>All rent and other charges are due and payable within 10 days of the date of invoice.</p> <p>Payments must be made in U.S. dollars by direct debit, ACH/Wire from Sourcewell's Participating Entities bank account to an account specified by Element, Sourcewell's Participating Entities check submitted to the payment address specified on the invoice, or other means expressly permitted by Element.</p> <p>Payments shall be made in Canadian dollars by pre-authorized payment (PAP or Direct Debit) or electronic fund transfer from Sourcewell's Participating Entities bank account to an account specified by Element.</p>

56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Element offers a wide variety of acquisition and financing options to provide Sourcewell's Participating Entities the highest possible degree of customization and flexibility for any style of fleet. We work with each client to determine the most effective method to achieve financial objectives.</p> <p>Open-end TRAC lease We often recommend an open-end Terminal Rental Adjustment Clause (TRAC) lease, which is a financing method that combines the flexibility of ownership with the benefits of leasing. The TRAC lease can be set up as either a capital or operating lease.</p> <p>Our open-ended lease term allows you to cycle your vehicles at the most opportune times, enabling you to take advantage of changing economic conditions, market timing, manufacturer incentives, or other business needs. Open-end leases have a flexible lease term with a restriction of a one-year minimum. Sourcewell's Participating Entities can terminate the lease at any point after one year without lease penalties. Element does not assess a penalty fee for vehicles that are damaged or stolen within the first year as long as a replacement vehicle is leased through Element. Additional benefits include:</p> <ul style="list-style-type: none"> • Flexible financing and payment structures are available; • Flexible accounting treatment options are available; • No upfront funds are required; • Centrally controlled. <p>Equipment Leasing Element offers open-end equipment leasing. Clients also have the option to include these items under the master Element lease with an equipment lease supplement.</p> <p>Acquisition and Remarketing Program Element also offers an Acquisition and Remarketing program that allows clients to order and remarket vehicles through us while retaining ownership of the vehicle. This program supports self-funding for Sourcewell's Participating Entities. To support administrative efforts for this program, Element requires various powers-of-attorney and sales tax exemption certificates from Sourcewell's Participating Entities.</p> <p>As part of the program, we offer strategic consulting; vehicle selection and acquisition services; title and licensing; maintenance management; fleet management solutions; client support center; and fuel and remarketing services. Transferring vehicle-related information between Element and Sourcewell's Participating Entities is swift and effective, and allows Element to manage the title, license, and remarking processes for your vehicles.</p> <p>As the owner of the vehicles, Sourcewell's Participating Entities recognizes any depreciation benefits and is responsible for all vehicle-related accounting and taxes.</p>	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Element's standard contracting documentation includes a Master Lease Agreement and Master Services Agreement outlining terms and conditions of the agreement with execution predicated on the lease and/or services included in the solution. Also included is the respective Service Addendum detailing the scope of work responsibilities for each service. Element is committed to taking a flexible approach to contracting with Participating Entities and would be open to utilizing other documents to the extent they provide similar terms and conditions contained in Element's standard documentation.</p>	*
58	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?	Currently, Element does not accept credit cards for invoice payments	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
59	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.	opportunity for Element to create a strategically designed program to meet the needs of each Sourcewell's Participating Entity. As detailed in the attached "Element – Sourcewell RFP Pricing Summary", service fees are presented as per vehicle per month, per occurrence, % discount, interest rate, and per driver per month.	*
60	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.	Element price structure is presented as we would for a large organization where volume discounts are dependent on various factors. Element is open to discussing with Sourcewell's Participating Entities their specific requirements and how we can maximize the value of the program based on service and unit volumes.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are dependent on various factors. Element is open to discussing with Sourcewell's Participating Entities their specific requirements and how we can maximize the value of the program based on service and unit volumes.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Element would require additional information to understand the requirements for facilitating "sourced" items for Sourcewell's Participating Entities. For some services offered, in addition to a fee, the "at cost" item would flow through. For example, Element may charge a fee for an annual license plate renewal and flow through the State fee at cost.	*
63	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.	Participating Entities can expect various flow through cost that are not included in our submitted pricing submitted. An example of this would be the fee a towing company would charge for a tire change service.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our normal practice is to send items via traditional mail, with overnight services available upon request for an additional fee.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our normal practice is to send items via traditional mail, with overnight services available upon request for an additional fee.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our normal practice is to send items via traditional mail, with overnight services available upon request for an additional fee.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
67	Interest Rate Index Used	3YR or 5YR SWAP	3YR Cars & Lights; 5 YR Medium & Heavy assets	*
68	Basis Points	US :1.30%; CAN: 1.50%	Adder to base Interest rate index	*
69	Domestic Factory Order Vehicles	US : -2.50%; CAN \$150	For U.S. acquisitions -2.50% off Invoice; For CAN acquisitions \$150 per occurrence	*
70	Foreign Factory Order Vehicles	US : -2.50%; CAN \$150	For U.S.acquisitions -2.50% off Invoice; For CAN acquisitions \$150 per occurrence	*
71	Domestic Dealer Stock Vehicles	\$250	250 per occurrence	*
72	Foreign Dealer Stock Vehicles	\$250	\$250 per occurrence	*

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	No Charge	100% of Participating Entity eligible incentives are flow through	*
74	State Tax Incentives	No Charge	100% of Participating Entity eligible incentives are flow through	*
75	Manufacturer Incentives	No Charge	100% of Participating Entity eligible incentives are flow through	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	n/a	not available	*
77	Occurance Maintenance	\$5.00	Priced per vehicle per month for Maintenance program	*
78	Management Fee	0.030%	Applies to Leased units and is % of capitalized cost	*
79	Service Charge	5%	Only applies to out of network maintenance transactions. Minimum of \$25 and maximum of \$75 per transaction	*
80	Lease Termination Fee	Interest & management fee	Early termination penalty equals the balance of the interest and the management fee owed for the first 367 days of the lease term.	*
81	Interim Interest Yes/No, How is it calculated?	Prime + 1%	Yes, Interim interest is charged front and back	*
82	Resale Fee	US: \$100; CAN: \$150/\$250	Per occurrence. CAN - \$150 Cars & Light Trucks; \$250 Medium & Heavy Trucks	*
83	Provide fees not listed + rate	10-15%	Additional Contractual Fees - See attached Pricing Summary File	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The process would be assigned to our Operational team that handles client rebates. All contracts are audited to ensure the proper rebates are recorded in our system. Rebate payments require approval from a manager at which point are reviewed for completeness and accuracy before submitting payment.	*
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	A few examples of internal metrics that could be measured are: Number of Participating Entities contracted, services contracted, number of units, and customer satisfaction.	*
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Element is proposing a Sourcewell fee of \$50 per vehicle Lease and 2% of Service fee revenue.	*

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

Line Item	Question	Response *	
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Element has been an innovator in the fleet management industry for over 75 years and we actively leverage that experience to provide our clients industry leading products and services. As a global fleet management company, our core competencies include vehicle financing combined with integrated management services in order to help you save time and money. While we offer an entire suite of service programs to manage the entire fleet lifecycle, some of our key programs include:</p> <p>Collision Services: Our quality control appraisers review every estimate and inspect vehicle damage for cost-saving opportunities. Our licensed appraisers review all repair estimates, using advanced software and technology tools along with high-resolution digital imaging to verify the correctness of all suggested repair service charges, minimizing supplemental or unnecessary repair costs.</p> <p>Account Management Team: Our dedicated team of experts provides quality service and expertise in every aspect of your fleet's life cycle, ensuring that we allow you to focus on core entity responsibilities.</p> <p>Driver Accountability™: This electronic violation-processing solution helps fleets maximize cost savings and minimize driver-related challenges associated with violations. With Driver Accountability, fleets save up to 80% over current violation processing and payment methods.</p> <p>Fuel Services: With broad coverage and industry leading security controls, Element's fuel programs provide convenience to your drivers and cost control and visibility to you. Additionally, we integrate our fuel card with other services, such as telematics, to provide better fuel card protection and to improve the accuracy of odometer readings and other vital data.</p> <p>Maintenance Services: Our maintenance advisors have the technical expertise, training, and industry experience to minimize driver downtime and to ensure your vehicles are safe and properly maintained, while reducing your maintenance costs. We deliver this service by employing certified technicians around the clock.</p> <p>Client Garage Management: Our Client Garage Management tool allows clients to consolidate and organize data to drive meaningful insight.</p> <p>Personal Usage and Expense: Our Usage & Expense Tracking Reporting program provides taxable benefit reporting tools, making it easy for drivers to log personal and business vehicle usage and helping your organization comply with tax regulations. Element's Xcelerate mobile application for drivers makes submitting monthly mileage a breeze, and mobile notifications to the driver's device ensure</p>	

		<p>reporting timeliness and compliance.</p> <p>Registration Renewal: Our program manages your process from start to finish, working with all 50 states, the District of Columbia, and Puerto Rico. In Canada, the Registration Renewal Program manages renewals in all provinces to provide a seamless experience.</p> <p>Remarketing: Our remarketing experts handle the entire fleet vehicle disposal process, from transportation and strategic reconditioning, to pricing and transfer of ownership. Our suite of fleet remarketing services is designed to meet your specific needs.</p> <p>Safety: Element offers our clients the ability to fully customize a safety training program that will maximize savings for their business and reduce the frequency of collisions. Our training modules are convenient and flexible for drivers, with automatic record keeping for fleet managers. Web-based training programs engage drivers through high-impact visuals, crisp audio, interactive exercises and simulation, all of which are reinforced with tracked quizzes. In North America, modules are offered in English, Spanish and French-Canadian.</p> <p>Strategic Consulting Services: Our Strategic Consulting Team consists of dedicated analysts, with advanced degrees, who are tenured experts in analytics and the fleet industry. The team works with sophisticated analytical models to identify cost savings opportunities throughout the lifecycle of your fleet and to provide a broad array of benchmarking, financial analyses, process analyses, policy analyses, and best practices focusing on your goals and objectives. They work with sophisticated analytical models to identify process improvement and cost savings opportunities, offering recommended solutions to meet your corporate goals. In 2021, Element identified over \$1.5B in cost savings for our North American clients.</p> <p>Telematics: Our mobile resource management solution is a fleet module that allows you to gain visibility into the location, condition, and use of your vehicles. As a result, you lower operating costs, CO2 emissions, and downtime while you improve safety, utilization, and compliance. In addition, our expert advisors can analyze your information and provide actionable recommendations.</p> <p>Tolls, Violations, and Compliance: Element's Tolls, Violations, and Compliance program not only makes it easy for you to consolidate billing and help to eliminate violations, it also manages these processes for you, relieving you of administrative tasks while ensuring compliance. Our programs allow for drivers to pay their personal tolls and tickets online, and customized reporting provides you with complete violation activity for compliance and tax purposes.</p> <p>Leasing: Our open-ended lease term enables you to cycle your vehicles at the most opportune times, allowing you to take advantage of changing economic conditions, market timing, manufacturer incentives, or any other business need.</p> <p>Acquisition: Our new-vehicle ordering process is designed to be simple, fast, and effective. Element's North American vehicle ordering platform systematically integrates your fleet's needs and exceptions, increasing efficiency and providing upfront validation of entries to ensure accuracy. Online ordering is simple and policy-driven, so it minimizes the amount of data you need to enter. Orders can be saved, copied, and reused, reducing manual entry even further.</p>	*
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Short term rentals: Rentals can be managed against an extended repair or service to ensure rentals are returned timely. Programs vary by supplier, so we recommend working with a program expert to ensure the most beneficial/cost effective policy is established to meet your short-term rental needs.</p> <p>Upfitting: For complex fleets, our engineers and upfitting experts ensure your vehicles and equipment are built to fit your needs. Factory and out-of-stock processes provide for every situation and application – and we follow through until the unit is successfully delivered.</p> <p>Roadside: In the case of emergency, we know the first priority is keeping your drivers safe and your fleet cared for. Our Roadside Assistance program provides 24/7 coverage for your drivers with the capability of assisting any class vehicle anywhere in North America. Our primary service providers are chosen based on ETAs, service capabilities, service availability, and proximity to disablement location.</p>	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Item	Category	Offered	Comments	
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Not applicable	*
91	New vehicle service and preparation for the vehicles described in line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Not applicable	*
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Not applicable	*
93	In addition to the solutions described in lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our 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](#) - Element - Sourcewell RFP Pricing Summary.pdf - Monday February 28, 2022 12:15:53
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Sourcewell Marketing Timeline.pdf - Sunday February 27, 2022 08:55:32
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Element Fleet Management RFP Disclaimer.pdf - Monday February 28, 2022 12:28:31

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 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 or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Hilliard, Assistant General Counsel, Element Fleet Corporation

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
SOURCEWELL CONTRACT #030122-ELE**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Element Fleet Management Corp.** (Supplier).

Sourcewell entered into a Contract, 030122-ELE, with Supplier to provide Fleet Management Services, effective April 20, 2022, through April 18, 2026 (Contract).

Supplier has requested to modify the Contract.

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

Article 21, PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS of the Contract is deleted in its entirety and replaced with the following:

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

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.

A. 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.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, 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.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.

G. 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).

H. 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.

I. 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.

J. 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.

K. 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.

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

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. 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.

N. 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.

O. 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.

P. 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.

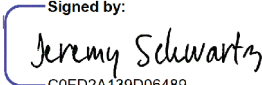
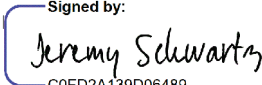
Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. 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.



R. 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.

S. 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.

T. 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.

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

Sou  Signed by:
By:  C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 6/25/2025 | 8:21 AM CDT

Eler  Signed by: **gement Corp.**
By:  A854106B542844B...
Bill Collins, Managing Director, Government
Date: 6/25/2025 | 4:00 PM CDT