



Solicitation Number: RFP #030122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Merchants Automotive Group, LLC, dba Merchants Fleet, 14 Central Park Drive, First Floor, Hooksett, NH 03106 (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 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. Supplier must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that 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 authorized dealers, distributors, or resellers 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.

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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. 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 Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. 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, 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. Supplier may require the use of its then-current Master Lease and Service Agreement. 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 Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the 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.

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 third-party 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. 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.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts 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 contracts 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 Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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 Contract 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 not 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 Contract or any purchase by an 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 Contract 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 Contract 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 Contract or any aspect related to the anticipated work under this Contract 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 Contract 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 Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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

Merchants Automotive Group, LLC,
dba Merchants Fleet

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/13/2022 | 5:42 PM CDT

DocuSigned by:
Brendan P. Keegan
By: 036C0A9CAE9A488...
Brendan P. Keegan
Title: Chief Executive Officer
Date: 4/22/2022 | 6:07 AM PDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 4/22/2022 | 8:08 AM CDT

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Merchants Automotive Group, LLC.
Does your company conduct business under any other name? If yes, please state: Merchants Fleet
Address: 14 Central Park Drive, Floor 1
Hooksett, NH 03106
Contact: Jamie Juffre
Email: jamiejuffre@merchantsfleet.com
Phone: 603-836-6490
Fax: 866-653-2723
HST#: 02-0270756

Submission Details

Created On: Tuesday February 01, 2022 10:12:30
Submitted On: Tuesday March 01, 2022 16:17:11
Submitted By: Jamie Juffre
Email: jamiejuffre@merchantsfleet.com
Transaction #: c11be855-524f-4f15-8d88-d2d2f2f7b82d
Submitter's IP Address: 64.222.98.170

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")	Merchants Automotive Group, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Merchants Fleet is not a subsidiary corporation and does not have a corporate division.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Merchants Fleet
4	Provide your CAGE code or DUNS number:	D&B number: 04-631-8887 CAGE code: 2U328
5	Proposer Physical Address:	14 Central Park Drive First Floor, Hooksett NH, 03106
6	Proposer website address (or addresses):	www.merchantsfleet.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):	Brendan P. Keegan Chief Executive Officer 14 Central Park Drive First Floor, Hooksett NH, 03106 brendankeegan@MerchantsFleet.com (603) 836-6416
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Gormley Assistant Director, Sales Enablement 14 Central Park Drive First Floor, Hooksett NH, 03106 briangormley@MerchantsFleet.com (603) 695-9349
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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.	Whether you have 25 vehicles or more than 10,000, Merchants offers flexible, tailored fleet services and solutions using specialized teams to meet your unique needs. For more than 60 years, we have been providing highly customized fleet management and leasing solutions to large businesses, mid-sized companies, governments, educational institutions, and more. We are proud to develop, deliver, and manage best-in-class fleet solutions, all while using a collaborative approach so our clients get exactly what they need, when they need it. Merchants Fleet offers a complete range of services to ensure vehicles perform at their best and your drivers can do their jobs safely and efficiently. Our fleet experts match our clients with the right combination of fleet optimization, driver productivity, and cost and risk management programs to drive optimal fleet operations: <ul style="list-style-type: none"> • Leasing & Funding • Variable & Short-Term Leasing • Long-Term Rentals • Fleet Consulting • Fleet Technology

		<ul style="list-style-type: none"> • Vehicle Pool Management • Vehicle Sharing • Maintenance Management • Fuel Management • Telematics & GPS Tracking • Safety Programs & Training • Accident Management • Toll Management • License & Title • Upfits & Branding • Remarketing • Direct Driver Support • Personal Use Reporting • Roadside Assistance • Violation Management • Compliance <p>For the last 60 years, Merchants has operated with an entrepreneurial mindset, building the most flexible and innovative solutions in response to the needs of a growing client base. As the company evolved from a pre-owned auto dealership, to a rental company, to a fleet lessor, and then to a full fleet management company, the team built the structure required to service the diverse needs of its clients. The result is only Merchants clients can combine all of the following and more:</p> <ul style="list-style-type: none"> • Flexible Lease Terms, from 1-Month Rentals to 7-year Leases • Opportunity to Convert a Rental Unit to a Long-term Lease • Business Mobility Solutions • Assigned Client Representative & Specialized Teams • Custom Fleet Solutions • Access to an Executive Committee • Access to a FleetTech Ecosystem of Partners <p>Additionally, with our consultative approach and robust technology, we share our expertise and assist our clients in optimizing their fleets to ensure the greatest quality, value, and efficiencies in operating their fleet vehicles. Merchants Fleet's core business is in the long-term fleet management arena which includes our various leasing options and creative solutions as well as a suite of fleet service products such as fuel cards, flexible maintenance programs, telematics, driver safety, and our consultative services with our acquisition and disposition team, as well as others. Within our fleet management services, Merchants provides consulting services that help our clients to make the most cost-effective business decisions. We partner with our clients to understand how fleet impacts their business. We work to help them reduce all cost related to services, vehicle selection and driver behavior. This, in turn, allows Merchants to use our experience and data analytics to provide our clients a year-over-year reduction in their total cost of ownership. We are proud to develop, deliver, and manage best-in-class fleet solutions, all while using a collaborative approach so our clients get exactly what they need, when they need it. Our values, which are service, integrity, flexibility, community, sustainability, and innovation, guide our behavior and empower us to effectively serve our clients:</p> <ul style="list-style-type: none"> • Service – The core of Merchants is in our service to our clients and our employees through energy, responsiveness, and collaboration. • Integrity – Merchants Fleet believes that doing business with the utmost integrity is the only way to do business. We commit to honesty, accountability, and trust. • Flexibility – Merchants Fleet takes great pride in our entrepreneurial spirit and creative solutions. • Community – The history of Merchants Fleet proves the focus on our community. We believe in giving back our time, energy, and resources to make a better community. • Sustainability – Merchants is committed to a corporate culture that celebrates sustainability and encourages community involvement, investment, and volunteerism. • Innovation – We fundamentally believe in out-of-the-box thinking, continuous improvement of processes, and industry-leading technologies
11	What are your company's expectations in the event of an award?	<p>Merchants Fleet expects to continue to work in partnership with Sourcwell to promote the program and satisfy the Sourcwell member's requirements. If awarded, Merchants Fleet will leverage marketing and sales initiatives to increase the knowledge of the Sourcwell program and will encourage prospects to join the program as well.</p>
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.	<p>Merchants Fleet, in coordination with our bank group have established a multi-year borrowing arrangement, which is renegotiated and renewed periodically in order to accommodate normal business growth. We have secured ample funding to meet our business growth objectives for the next several years. We are proud of our financial stability and welcome any questions you might have regarding our status. There are no conditions that exist that would impede our ability to provide lease and fleet management services.</p>

13	What is your US market share for the solutions that you are proposing?	<p>Merchants Fleet is currently the fastest growing fleet management company in North America and has 2% of market share. We have achieved this by focusing on innovation, hiring the best talent in the industry, and maintaining an emphatic commitment to customer success.</p> <p>Merchants has also circumvented recent market volatility by adhering to our foundational values of integrity, flexibility, service, community, and innovation, while also nimbly adapting our offerings to a transitioning fleet management landscape.</p> <p>Despite the impact of COVID-19, which saw total U.S. fleet sales decline by 39%, Merchants persevered with our clients to deliver record growth and engagement, with a remarkable 30% increase in our total portfolio. During 2020, Merchants was selected as a partner by new corporate clients with fleets ranging from 10 to 5,500 units with 31,000+ vehicles from more than 20 diverse industries. Merchants galvanized its position as a leader among fleet management companies while maintaining 98% client retention.</p> <p>Our vision is to continue elevating the fleet management experience for our clients by providing innovative technology, exceptional service, and superior fleet management solutions. Instead of forcing our clients into a box by offering standard products, we use creativity and customization to design flexible, client-specific solutions.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Merchants' partnership with Addison Fleet in Canada is deeply collaborative in terms of periodic business reviews, which include combined fleet metrics from both Merchants' and Addison's reporting systems, and approach to management. However, the clients day-to-day US and Canada fleet information and asset management are held in different portals and management personnel does differ. Similar to other fleet management companies, US and Canadian divisions are often managed separately to allow a more customized approach to the differences between a U.S. and Canadian fleet presence.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	<p>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.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Merchants Fleet is a service provider. Although Merchants Fleet employs the services of third parties with particular expertise, Merchants Fleet would not consider these relationships as contractor/subcontractor in nature, these relationships are completely transparent to our client. We have a network of vendors, but do not direct you to specific providers.</p> <p>Merchants Fleet has also prioritized financial technology and innovation to elevate the methods with which we deliver financial services to our existing clients and our prospective market. Technology is a core focus of our long-term strategy, and we have made a significant, seven-figure investment in the team, core applications, solutions, and infrastructure that will enable us to offer a comprehensive, leading-edge suite of financial products and solutions that are scalable, secure, and applicable to a broad range of clientele.</p>	*
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>The company is authorized to do business in various states through their respective Secretary of State offices. In those states and jurisdictions that require licensing we maintain them. They can range from state-wide lessor licenses to local business permits.</p> <p>Most states do not require a lessor to hold a dealer's license if its only disposition is its off-lease vehicles at wholesale auction or to its lessees. However, our retail car lot does hold a New Hampshire dealer license and our subprime financing company holds the appropriate lending licenses in the states where it issues loans. We also hold the necessary New Hampshire licenses and permits to operate a repair shop.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Merchants has not had any Suspensions or Debarments within the past 10 years.	*

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>Merchants Fleet is the nation's fastest growing fleet management company. Several members of our Merchants Fleet Team have been recognized for their achievements in the fleet industry. Brendan Keegan, CEO, recently received a bronze Stevie Award for "Achievement in Management," and another for Maverick of the the Year. Additionally, Brendan received the 2021 Business Leader of the Year by Business NH Magazine, Inspiring Leadership of the Year by Titan Awards. Past awards include Most Innovative CEO by CEO World Awards, a silver in the Executive of the Year –Medium Companies category in the Best in Biz Awards, Fast50 Executive by Fast Company and Best-of-the-Best CEOs by Incentive. Jeanine Charlton, Sr Vice President and CTDO of Information Technology was named one of the 50 Most Powerful Women in Technology by the National Diversity Council and regularly speaks on panels and executive roundtables organized by IDG and CIO Magazine. Under her leadership the technology team received an award for Excellence in Digital Innovation by Hitachi Solutions. Robert and Gary Singer, two owners of the company, were named Ernst & Young Entrepreneurs of the Year® for New England.</p> <p>Merchants is proud to be recognized as an award-winning business and place to work. The company has earned distinctions for innovation and business leadership:</p> <ul style="list-style-type: none"> • Coolest Company for Young Professionals (2017) • Best and Brightest Companies to Work For - National (2018) & Chicago (2019 & 2020) • Excellence in Digital Innovation, Hitachi Solutions (2019) • Best New Initiative - Innovation Leader IMPACT Awards (2019 & 2022) • Gold Stevie Winner: Fastest Growing Company of the Year (2020) • Bronze Stevie Winner: Most Innovative Company of the Year for companies up to 2,500 employees (2020) • Best Company to Work For Hall of Fame (2015 - 2020) • Great Place to Work™ Certified (2016 - 2021) • Inc 5000: America's Fastest-Growing Private Companies (2021 & 2022) • Business NH Magazine: Top 100 Private Companies • Stevie's - American Business Awards: Innovation in Sales (2021 & 2022) • Fortune Magazine-Best Company to Work For (2021) • Business NH Magazine-Business of the Year (2021 & 2022) • CIO-CIO 100 (2021) • Titan Awards; Most Innovative Company of the Year (2021) • Supply Chain Innovation Award (2022) • Stevie's-Achievement in Diversity & Inclusion (2022) • Best Managed Companies (2022)
20	What percentage of your sales are to the governmental sector in the past three years	Government and education sectors is estimated at 1% total portfolio. *
21	What percentage of your sales are to the education sector in the past three years	Government and education sectors is estimated at <1% total portfolio. *
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?	This information will only be released if it is a Sourcwell contract. *
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?	Merchants is currently a Sourcwell contract provider but does not hold GSA contracts or SOSA's. *

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Merchants Fleet does not publicly release our clients contact information.	Merchants Fleet does not publicly release our clients contact information.	Merchants Fleet does not publicly release our clients contact information.	*
Merchants Fleet does not publicly release our clients contact information.	Merchants Fleet does not publicly release our clients contact information.	Merchants Fleet does not publicly release our clients contact information.	*
Merchants Fleet does not publicly release our clients contact information.	Merchants Fleet does not publicly release our clients contact information.	Merchants Fleet does not publicly release our clients contact information.	*

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 *	
Merchants Fleet does not publicly release our clients information.	Government	New Hampshire - NH	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	*
Merchants Fleet does not publicly release our clients information.	Government	New Hampshire - NH	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	*
Merchants Fleet does not publicly release our clients information.	Government	New Hampshire - NH	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	*
Merchants Fleet does not publicly release our clients information.	Government	New Hampshire - NH	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	*
Merchants Fleet does not publicly release our clients information.	Government	New Hampshire - NH	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	Merchants Fleet does not publicly release our clients information.	*

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.	We leverage Salesforce CRM to track all leads, opportunities, client interaction, and service requests. This allows us to track sales activities and where we are at with each potential client in the sales process. This allows us to meet meet the needs of our clients and ensure we are adhering to our internal SLAs and metric. These metrics are routinely reported to senior leadership.	*
27	Dealer network or other distribution methods.	<p>Merchants Fleet maintains an extensive courtesy delivery network dealers throughout the U.S. Our selection of network dealers comes from experience with fleet deliveries, delivery timing, driver/customer feedback, services availability for tags and delivery, CD pricing, and location. Upon delivery of each vehicle, our drivers are asked to complete a survey via an email link. These are conducted on a regular basis. Dealers with negative experiences are tracked for trends and removed from the list of qualified CD dealerships if the trend and complaints continue.</p> <p>Dealers are first contacted at the time of order to confirm they are willing to accept a new courtesy delivery. Dealers will then receive notification before the vehicle lands, typically while the vehicle is in transit, with delivery documents and ETAs on the vehicle's arrival. Once the vehicle is received by the dealer it is checked in and run through the PDI (Pre-Delivery Inspection) process. The PDI process ensures that the manufacturer's warranty is valid, and that the vehicle is in new condition. In addition to the PDI process, add-ons and upfits are also completed at this stage.</p> <p>Once all items are completed, the dealership will reach out to the appropriate contact advising the vehicle is ready for pickup. Should the dealer have difficulty reaching the contact, Merchants will assist in notifying all the necessary parties. At the time of delivery, the receiving party will be required to sign off on a delivery receipt to acknowledge receipt of the vehicle. This will then be sent to Merchants as proof of delivery. Merchants will also follow up for delivery confirmation if proof of delivery is not received.</p>	*
28	Service force.	Please see 26.	*
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>Merchants Fleet can tailor the acquisition of each vehicle to our client's needs. Our strong relationships with all the major manufacturers, and with dealers throughout the United States, provide our clients with the utmost flexibility in selecting vehicles that are most appropriate for their fleets. Further, these relationships provide our clients access to the most up-to-date Fleet Incentive programs, resulting in lower acquisition costs. Our ability and expertise to secure the necessary upfitting requirements ensures our clients receive the vehicles they need to effectively run their operations.</p> <p>Vehicle order requests are available online, simplifying the vehicle ordering process. Clients can order vehicles online via the Merchants web-based tool, TotalView. Clients can also utilize driver web ordering, if desired. Selector templates are created to reduce data entry, minimize ordering errors, and to accurately capture all client-required coding for billing, reporting, etc. Production status information once the unit is ordered is likewise available online.</p> <p>Our standard ordering process includes a strict quality control procedure:</p> <ol style="list-style-type: none"> 1. Acquisitions places the order with OEM using client approved fleet specifications 2. Immediately following order placement, the confirmation is reviewed for the following: <ol style="list-style-type: none"> a. Ship Thru/Drop Ship codes are correct (varies by model/upfit need if upfit involved) b. Courtesy Delivering Dealer codes are correct c. Client incentive codes are added and correct 3. After confirmation review, POs are properly generated 4. Confirm all PO(s) are issued to suppliers (upfitters, dealers, and suppliers as needed) <p>Additionally, our ReadyFleet program has near-new and pre-owned fleet available now, nationwide, to fulfill your vehicle needs as you wait for factory order vehicles. We have short-term vehicles as well as long-term leases, and we will bring them to you. No matter if your company needs a short-term fleet leasing solution for seasonal business or a long-term rental for ongoing project-based work, our team of fleet industry leaders collaborate with you to develop a custom fleet leasing solution that aligns with your operational goals and budgetary allocation.</p> <ul style="list-style-type: none"> • Fast, Nationwide Delivery • Short-Term and Long-Term Leases • Near-New and Pre-Owned Fleets 	*

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>At Merchants Fleet, we pride ourselves on the exceptional quality of service we provide to our customers. Our dedicated Client Experience Account Managers are directly accessible and will coordinate all requests involving our technical and operational teams. Rotating, on-call support resources are available after-hours if escalated support is necessary.</p> <p>Our in-house call center provides 24/7 support for all driver needs. Whether it be maintenance, fuel, roadside assistance, personal use, or accident management drivers are supported through our certified and skilled team members. In addition, all of our maintenance technicians are ASE-certified along with our adjusters being I-CAR Gold or Platinum Certified.</p> <p>Merchants Fleet conducts a client survey annually by engaging an independent third party to obtain robust information regarding Merchants Fleet service, products, and performance. It is important to note that our survey is conducted on a random selection of clients out of our entire portfolio.</p> <p>Additionally, Merchants Fleet is dedicated to the performance of our business and on a monthly basis reviews Key Performance Indicators (KPIs) at a senior level for marketing, sales and customer service. We utilize Salesforce to track and measure activity related to our client relations. Each and every request is logged as a "case" and reporting is utilized to ensure timely follow-up, accurate staffing levels and identifying areas for improvement.</p> <p>Also, in addition to our customer service KPIs we also have a number of measurements to determine and manage our internal processes workflow. We have both management and bottleneck reports that our operations leadership uses on a daily basis to ensure the appropriate flow for our lease origination, registration, billing and off-lease areas of operation.</p> <p>We measure call center performance using Zoom Five9 to manage to the following metrics: Average Speed of Answer (30 seconds), Average Handle Time (4 minutes), Daily Calls Handled (45 calls per person).</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Merchants is fully capable of servicing Sourcewell Members nationwide.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Merchants' has a strategic partnership and referral agreement to service fleets that operate in Canada with Addison Leasing of Canada. There are no financial ties between the companies and the agreement is for referrals of potential business with active clients or prospects of either. Each company has its own platform but a limited amount of data exchange is possible so at a high-level, clients can have visibility to active vehicle inventory. The alliance works quite well as the two companies product offerings are virtually parallel and the cultures of both companies are very similar.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Merchants is fully capable of servicing Sourcewell members nationwide. Our Canadian partner, Addison Leasing is capable of servicing Sourcewell members throughout Canada	*
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?	Merchants is capable of fully servicing Members of any sector. We do not have any cooperative purchasing contracts that would limit our ability to promote another contract. Merchants is capable of fully servicing Members of any sector. We do not have any cooperative purchasing contracts that would limit our ability to promote another contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions in servicing Members in Hawaii or Alaska and Merchants actively supports clients operating in both of these states.	*

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>The branding strategy will be based on leveraging the brand trust and equity Sourcewell has with its Members and layering that messaging with the expertise and flexibility Merchants Fleet provides to meet the fleet management needs of each Member.</p> <p>The marketing execution strategy will be a multi layered approach to reach various members that are likely at various stages of the purchasing cycle from need recognition to information gathering to purchasing decision. The execution will include trade show presence, digital collateral, email marketing, and telemarketing.</p> <p>Trade show presence will be included at events where Merchants Fleet is a Sponsor. Sourcewell collateral and messaging will be integrated into the Merchants experience. A minimum of 2 shows per year will be executed and may include shows such as: Government Fleet Expo, NAFA Institute & Expo, Fleet Forward, FedFleet.</p> <p>Digital collateral will also be created to highlight program details and reinforce the Sourcewell and the Merchants Fleet association. These pieces will be used in a variety of ways from website downloads, to email follow ups for the sales team, to printed leave behinds after face to face meetings. The collateral will be co-branded and will note the Sourcewell purchasing benefit.</p> <p>Email marketing will also be leveraged to reach out to Members. Merchants will leverage its email marketing tool, Pardot, to reach out to members. Automated email plans will be leveraged to send emails at optimal times and to automated follow up requests. Emails will be used to give a brief overview of the offering and to request appointments or point to web pages with more detailed information. Dynamic tools will be leveraged to send notifications, alter messaging, and terminate communications based on the specific actions of Members. A sample email track has been provided and can be altered based on specific messaging determined most beneficial to all parties. Email tool complies with CANSPAM regulations including single click opt out option.</p> <p>Telemarketing efforts will also be used to pre-qualify Members' fleet management needs. A pause will be developed within the email campaign to allow for telemarketing follow up. The goal of the Telemarketing staff will be to ensure awareness of the program, confirm decision maker, and accelerate the sales process to the opportunity stage.</p> <p>Co-branded landing pages will also be developed as the destination for links embedded into the email chains as well as collateral pieces. Landing pages will include Pardot tracking code to allow sales staff to see if a prospect has visited a webpage on the Merchants site. Landing pages will also include forms to download specific content. These forms will be tracked through Salesforce Campaigns to allow sales staff to have relevant conversations with Members.</p> <p>The overall strategy of the marketing support around the Sourcewell partnership will focus on getting the most relevant information to the Members with fleet management needs. The multi-pronged approach ensures we reach Members in the way most convenient for them with the information most applicable to their needs.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In addition to the email tool previously described (see question 36), social media and search engine optimization efforts will also be leveraged to ensure the awareness of the fleet management offering through Sourcewell. Social posts will be made throughout the contract to promote the offering as well as featuring educational whitepapers and newsworthy events in the fleet management industry. Social posts will contain industry hashtags and will also tag industry professionals as appropriate. If permitted, Merchants will provide posts that can be posted or shared through the Sourcewell social networks as well.</p> <p>Merchants has a progressive and substantial SEO and PPC (pay per click) budget to ensure visits to its consumer website merchantsfleet.com. Campaign pages created for Sourcewell will include appropriate metadata terms to ensure Google search optimization.</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>While Merchants will take the lead in reaching out to Members and publicizing the offering, we will rely on Sourcewell to provide the intimate knowledge and best practices it has seen work well with its Members. Providing Membership contacts including emails and phone numbers will be important. Also, if any fleet needs are known (ex. current number of vehicles in their fleet) this would be helpful, but not essential.</p> <p>Leveraging the Sourcewell Member Resources will be beneficial to increasing Merchants credibility with Members as well as support the promotional efforts Merchants will be taking. Specific resources to leverage may include: integration of Merchants into "Contract Directory", inclusion of Merchants logo in any alliance listings including a "Success Story" for one of our first successful partnerships and featuring a whitepaper on leasing benefits into the "NJPA Industry News".</p> <p>While all the Sourcewell support will help the efforts Merchants will take to publicize the program, the success of the program does not solely rely on these benefits.</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.	While e-procurement is not available for prospects at this time, established customers can order open-end, structured factory orders through TotalView, the proprietary online customer portal for Merchants.	*
----	---	---	---

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Merchants prides itself on the collaborative and supportive nature in which we do business. Merchants provides support for our systems through email, phone calls, or Zoom meetings. We also offer online chat functionality for immediate response. We provide both live and recorded (if desired) training and webinars at whatever frequency is deemed appropriate and unlimited support. This applies to any of the technology we support. There is no fee for this service for Merchants clients.	*
41	Describe any technological advances that your proposed products or services offer.	<p>Merchants Fleet has made technology a core focus of our long-term strategy, and has made the investment in our team, core applications, solutions, and infrastructure to deliver innovative products and services that ensure long-term scalability.</p> <p>Merchants Fleet has and will continue to make a multi-million-dollar investment in our customer-facing platform, TotalView. TotalView is a central component of Merchants Fleet strategic plan focused on growth through technology and strategic solutions for our customers. This name is an extension of the Merchants Fleet brand and raises the bar for "comprehensive fleet management".</p> <p>TotalView is focused on customer ease of use, efficiency, and access to information, which continues to expand across critical functional business areas, product by product as the project continues through its multiple phases. This is a multi-year journey to evolve our technology and value proposition to new levels and to drive innovating industry leading solutions.</p> <p>Merchants Fleet spends a significant amount of time discovering the unique needs and preferences of each and every new client. Our team of consultants are an integral component and leverage fleet experience, analytical expertise, and industry-leading technology to collaborate with clients to deliver tailored solutions across the fleet lifecycle. Whether focused on cost savings, improved efficiency, sustainability goals, fleet policy, or a combination, we partner with clients to tailor strategies in line with your organizational goals.</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>At Merchants, we're guided by our vision to enable the movement of people, goods and services freely and responsibly. Environmental, Social and Governance (ESG) is the key to responsibly satisfying today's priorities with tomorrow in mind. Continuing Merchants long history of corporate social responsibility, our ESG strategy reveals opportunities that create long-term value for Our Planet, Our People, Our Communities, and Our Business alike.</p> <p>Our CEO has noted, "We view ESG as foundational to who we are as a company, how we operate as a team, and the way we approach our products and services."</p> <p>Our ESG purpose is to:</p> <ul style="list-style-type: none"> • E – Create a fleet ecosystem that drives sustainable business • S – Shape a culture of belonging, collaboration, empowerment, and social responsibility • G – Apply ethics and integrity to all business activities while being accountable and transparent to our stakeholders <p>Merchants has made and will continue to make industry leading investments towards green initiatives and our commitment to EVs is an example of this.</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.	N/A	*

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>Merchants does not currently have any WMBE, SBE or Veteran owned accreditations. However, we are able to report spend with women and minority owned business. If a client has Tier 1 spend requirements, we have partnerships that we can leverage to support this need. As an example, Merchants Fleet has an ongoing partnership with Hightowers Petroleum, the small, certified minority-owned business that specializes in wholesale fuel distribution mentioned in section 2.7 Systems and Data Management of this RFI. This partnership allows for a Tier 1 diversity spend for your fuel spend. Merchants also has a cross-department Diversity and Inclusion Council, which includes support and representation by the CEO. Its stated purpose, shared widely across the company, is to, "Listen, learn, understand, converse, collaborate, innovate, and take action as a council that supports our Company's commitment to a diverse and inclusive workplace."</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>Merchants has earned the business of clients coming from competitor companies because of three key differentiators—service, flexibility, and innovation.</p> <p>Starting with service, our clients enjoy the most high-touch service offered in the industry—staying true to the roots of our company. As we have grown rapidly, our clients continue to experience exceptional service with their assigned fleet team, a specific team in the organization who understands their fleet and can support them with all their challenges & opportunities—big and small. For our most strategic clients, we assign a highly focused strategic account team that understands your fleet, monitors your success and progress, and delivers on your fleet goals, while building a lasting relationship with you along the way. At Merchants, you will know your service team.</p> <p>Our flexibility is second-to-none, and manifests through our approach to business and new service offerings. In addition to the world-class products and services you expect from a leading Fleet Management Company, Merchants surpasses the status quo with creative and flexible solutions that our competitors simply do not offer. These services are facilitated by a specialized team of expert strategists, appointed for their vast industry knowledge and experience supporting large, nuanced fleets.</p> <p>As a client of Merchants, you will have access to all of our fleet services, as well as many of our flexible & innovative capabilities that you will not see anywhere else under one roof. These include our mobility solutions, electric vehicle programs, an unrivaled remarketing solution, and revolutionary connectivity technology to capture critical data and elevate your fleet's performance. Additional detail provided below.</p> <p>Mobility Solutions – Flexible Leasing Options: Our mobility solutions include flexible leasing options as well as pool management solutions. Merchants is the only FMC that combines a full suite of flexible leasing and rental options for both short and long-term needs from a single provider. We are also the only provider with a rent-to-lease option, giving you access to rental vehicles that may be converted to long-term leases later, without ever removing the vehicle from the road. Our mobility leasing options give you all the flexibility of a rental with the economic benefit of a long-term lease upon conversion. Our mobility pool solution, FleetShare, uses online and in-vehicle wireless technologies to put you in total control of your vehicle pool's daily operations. It offers convenient self-service reservations online and keyless vehicle access for your drivers.</p> <p>Electrify Fleet – Strategic Transition to EV: We have taken a commanding lead among our competitors with our Electrify Fleet initiative in the electric vehicle movement. This strategic effort is Merchants Fleet's commitment to the future of electrification across the fleet industry, fostering your transition to EVs, as well as supporting the myriad financial, operational, and structural considerations involved. Most recently, Merchants has launched its AdoptEV Program, an EV adoption assessment & plan for businesses ready to make the change. The team leading this initiative is comprised of industry pioneers, leveraging nearly three decades of deep and tenured expertise in electrification strategy and product development. Merchants is also working with leading OEMs to offer you exclusive EV reservations, so inventory is assured while we support you through the EV transition. Merchants is prepared to support EV adoption with a strong suite of EV infrastructure planning and management, in addition to financing options. We are partnered with several of the leading global EV infrastructure manufacturing and installation companies and fully capable of assisting clients in a thorough and process driven implementation plan.</p> <p>GuaranteeBUY – Cash Upfront Remarketing: With this service, you'll get a guaranteed resale price through our exclusive GuaranteeBUY program, serving as an alternative to retail sales or auctions. Merchants offers the convenience of guaranteed quotes for any vehicle or piece of equipment, regardless of age or condition, which minimizes risks associated with selling used assets. Unlike other lease buyback or vehicle remarketing programs, Merchants provides locked-in pricing for up to six months in advance, which includes all sales, expenses, and fees in one flat price.</p> <p>TotalConnect – Connectivity Technology: Merchants is revolutionizing connected vehicle technology with our TotalConnect solution, which features universal, deviceless telematics that can also incorporate your legacy devices into a seamless data experience. TotalConnect consolidates multiple sources of data into one dashboard through this seamless integration that is compatible with a variety of OEMs and telematics providers. The power of analytics</p>

		<p>enables visibility to new, robust data, allowing you to increase operational efficiencies, improve safety, proactively manage maintenance, and reduce downtime.</p> <p>Upfitting – Industry-Leading Experience: When it comes to fleet vehicle upfitting, every project is unique. We work with a nationwide network of upfitting vendors so we can match the best upfitter to your specific project, and we perform site visits to ensure your vehicle and upfit specs fit the application. Merchants is not bound to a single upfitter and has the flexibility to continually evaluate vendors' performance and select the optimal partner for your requirements and budget. We also offer order forecasting and project management systems to ensure we meet order-to-delivery timeframes. Finally, we design with an emphasis on safety to minimize workers' comp claims and other liabilities.</p> <p>ReadyFleet - Our ReadyFleet program has near-new and pre-owned fleet available now, nationwide, to fulfill your vehicle needs as you wait for factory order vehicles. We have short-term vehicles as well as long-term leases, and we will bring them to you. No matter if your company needs a short-term fleet leasing solution for seasonal business or a long-term rental for ongoing project-based work, our team of fleet industry leaders collaborate with you to develop a custom fleet leasing solution that aligns with your operational goals and budgetary allocation.</p> <ul style="list-style-type: none">• Fast, Nationwide Delivery• Short-Term and Long-Term Leases• Near-New and Pre-Owned Fleets <p>Sale and Leaseback Program - Our Sale-Leaseback Program will increase cash flow and consolidate your fleet with Merchants. Merchants will purchase all of your leased and owned assets and lease them back to you. This provides an influx of cash into your business and allows you to more easily forecast your financials with predictable expenditures.</p> <p>In terms of innovation, Merchants has committed to ongoing innovation at all levels of our company. We take a progressive & forward-thinking approach with our clients, offering innovative solutions that you may not have seen before. Additionally, our clients have access to our innovative platform TotalView, in which we invest millions every year to enhance the experience for our clients. Over the last five years, we have launched several innovative new products & services, some of which you have seen above. Our innovation is engrained in our culture, and drives the experience for our clients—with a dedicated innovation department, we are staying ahead of the curve in fleet, so that you can, too.</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?	All warranties are provided by the manufacturer and would be pursued by our ASE certified maintenance advisors through Merchants maintenance program.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any restrictions would be imposed by the specific manufacturer.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Manufacturer warranties require that the vehicle be taken to a dealership for repair of any items covered under warranty.
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?	Merchants maintenance advisors will work with drivers to find the closest warranty repair facility.
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?	Warranties are passed on by the original equipment manufacturer.
51	What are your proposed exchange and return programs and policies?	Should a vehicle not meet a client's specifications as the result of an error on the part of Merchants, we will first determine if the error is correctable at the delivering dealer level and if so Merchants will arrange for the fix at no additional cost to the client. If not correctable, Merchants will work with the client to find the most economical solution that is acceptable to the client (i.e. reorder a new unit at no additional cost to the client; locate a vehicle in dealer inventory that meets the client's minimum specifications. If the error was caused by the client and/or the OEM, Merchants would follow the same steps described above but it may result in some cost sharing on the part of the client.
52	Describe any service contract options for the items included in your proposal.	Extended warranties may be available from the manufacturer. Merchants Full Maintenance program can fix the cost of repairs not due to negligence for the life of the lease.

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	Merchants Fleet is dedicated to the performance of our business and conducts monthly reviews of Key Performance Indicators (KPIs) at a senior level for marketing, sales, and customer service. We utilize Salesforce to track and measure activity related to our client relations. Every request is logged as a "case" and reporting is utilized to ensure timely follow-up, accurate staffing levels and identifying areas for improvement. In addition to our customer service KPIs, we also use several measurements to determine and manage our internal processes workflow. We have both management and bottleneck reports that our operations leadership uses daily to ensure the appropriate flow for our lease origination, registration, billing, and off-lease areas of operation.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please see attached Merchants Service Standards.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Merchants will invoice the client for vehicles ordered and upfit when Merchants' pays for said vehicles and upfits. Clients shall pay all vehicle and upfit related invoices in full within ten (10) days of receipt of invoice. Payment terms for Fuel is weekly, ACH. Payment terms for all other services (monthly rental, products, registration, etc.) are due on the 1st of the month, with 15 days grace period. Invoicing is produced on or about the 12th day of each month. Therefore, you receive 30 days to pay.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Merchants can provide lease or finance options for a variety of government entities, including educational institutions. We offer both closed and open-end lease options, both of which can be structured as either an operating or a capital lease. Merchants Fleet offers flexible lease terms to meet the needs of our customers. Below are some of the key differences between our closed and open-end lease options. A closed-end lease will provide clients with a fixed payment for the life of the term, without risk of a negative TRAC adjustment. We can match the term and mileage conditions according to the specific needs of each lease, maximizing cash flow. A closed-end lease will eliminate the clients risk on resale at the end of the lease term. Merchants Fleet assumes that responsibility, which allows for improved cash flow and reduced costs to our clients. An open-end lease is another cash flow management tool where we can set a depreciation schedule that is in line with the asset's expected use. The benefit of the open-end lease is that there is potential upside with the TRAC adjustment and there is some flexibility as to when the vehicle can be cycled. However, there is also some potential downside and risk of associated with the TRAC adjustment if vehicles have substantial life, and thus residual value, at the end of the lease term. It is our commitment to our clients that we use our working knowledge of the mileage history and recommend the appropriate depreciation schedule that we feel will maximize cash flow when setting residual values so as to not put our clients in a position of risk.
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.	Merchants has contract documents that could be executed by a Sourcwell member or some members have their own documents they prefer to use. We offer many programs and services that for the most part can be taken individually or in combination as selected by the member. We have multiple variations of Master Lease Agreements, a Master Services Agreement and program specific Addendums that get attached to the Master Services Agreement. These documents are proprietary and confidential so we prefer not to include samples with our response but would gladly share with any member directly upon request.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Merchants Fleet can accept P-cards, but there is a 3.5% processing fee.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see attached Pricing Grid and Pricing Catalog. Within we have detailed our List Price as well as the price we will offer Sourcwell members.

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.	The pricing in our response represents a discount of 5% on our services offerings. Merchants discounts vehicles from MSRP to Invoice price. Domestic light duty vehicles will receive a discount of 1% of invoice price, plus 100% of government bid assistance. We are unable to provide any additional rebate on top of government bid assistance for foreign light duty vehicles due to manufacturer pricing structures.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are available on vehicles and services and are determined on a case-by-case basis. Members choosing lease and services may receive additional benefits in the form of bundled savings, as determined on a case-by-case basis.	*
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.	Vehicle upfitting from aftermarket suppliers will be charged at cost plus 2%. All other open market or nonstandard options will be quoted upon request.	*
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.	All charges and fees have been enumerated on the pricing grid.	*
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.	<p>Merchants Fleet maintains an extensive courtesy delivery network dealers throughout the U.S. Our selection of network dealers comes from experience with fleet deliveries, delivery timing, driver/customer feedback, services availability for tags and delivery, CD pricing, and location. Upon delivery of each vehicle, our drivers are asked to complete a survey via an email link. These are conducted on a regular basis. Dealers with negative experiences are tracked for trends and removed from the list of qualified CD dealerships if the trend and complaints continue.</p> <p>Dealers are first contacted at the time of order to confirm they are willing to accept a new courtesy delivery. Dealers will then receive notification before the vehicle lands, typically while the vehicle is in transit, with delivery documents and ETAs on the vehicle's arrival. Once the vehicle is received by the dealer it is checked in and run through the PDI (Pre-Delivery Inspection) process. The PDI process ensures that the manufacturer's warranty is valid, and that the vehicle is in new condition. In addition to the PDI process, add-ons and upfits are also completed at this stage.</p> <p>Once all items are completed, the dealership will reach out to the appropriate contact advising the vehicle is ready for pickup. Should the dealer have difficulty reaching the contact, Merchants will assist in notifying all the necessary parties. At the time of delivery, the receiving party will be required to sign off on a delivery receipt to acknowledge receipt of the vehicle. This will then be sent to Merchants as proof of delivery. Merchants will also follow up for delivery confirmation if proof of delivery is not received.</p> <p>Door-to-door delivery can be arranged to your and your driver's desired locations at a pass-through cost on an as-needed basis.</p>	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery for Alaska, Hawaii, or Canada would occur in the same manner as it would in the contiguous 48 states.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Merchants Fleet has a dedicated acquisition team that handles the communication with the vehicle manufacturers regarding the status of vehicle orders. We have established relationships with a large network of manufacturers and dealers to provide consistent follow-up once an order has been placed to ensure timely delivery. Status reports are sent to fleet managers on a weekly basis, providing updates on factory order and upfitter statuses. Additionally, our factory status team is always available for real-time answers to specific vehicle requests and production status information, once the unit is ordered, is likewise available online.	*

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	SWAP rate corresponding to term	Merchants is able to lease vehicles for any term from 24-60 months. The index rate will correspond to the term selected by the Member. Short-term leasing options are also available per quote.
68	Basis Points	2.50%	.
69	Domestic Factory Order Vehicles	1% rebate off of invoice	Merchants discounts domestic vehicles from MSRP to Fleet Invoice pricing. This is an additional discount.
70	Foreign Factory Order Vehicles	Fleet Invoice plus 2%	.
71	Domestic Dealer Stock Vehicles	Acquisition cost plus 2%	.
72	Foreign Dealer Stock Vehicles	Acquisition cost plus 2%	.

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details
73	Federal Tax Incentives	See details	We will assign federal tax incentives as permissible by the IRS to the Member, but they cannot be taken as a capitalized cost reduction.
74	State Tax Incentives	See details	We will assign state tax incentives as permissible by state taxing authorities, but they cannot be taken as a capitalized cost reduction.
75	Manufacturer Incentives	100%	All available government bid assistance or manufacturer incentives will be passed to the Member.

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details
76	Fixed Maintenance	5% discount	Please see Full Maintenance quote sheet and pricing catalog attached.
77	Occurance Maintenance	\$5/\$10/\$25	"Light/Med Duty/Heavy Duty per vehicle per month charge"
78	Management Fee	0.06%	of capitalized cost (net of all discounts)
79	Service Charge	None	.
80	Lease Termination Fee	None	Merchants does not charge a lease termination fee if the asset is at the end of its scheduled lease term. If a vehicle is terminated prior to the end of its scheduled term, an interest equalization adjustment will be assessed in an amount equal to the difference between the actual imputed interest owed and the imputed interest paid through the date of termination, for any vehicle which does not remain in service for the entire Lease Term.
81	Interim Interest Yes/No, How is it calculated?	Only when delayed billing start date	Merchants only charges interim interest when funds have been committed to acquire assets that will have a delayed billing start date (i.e. due to third party upfitting). Interest only is charged from the date funds are committed until the effective in-service date at a rate of Prime plus 1%. These charges are usually rolled into the capitalized cost of the vehicle or billed as a one-time charge whichever the Member prefers.
82	Resale Fee	\$225	.
83	Provide fees not listed + rate	.	.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	d. other than what the Proposer typically offers (please describe).	Merchants Fleet looks at each fleet/client individually and strives to understand their specific and unique needs to ensure we are pricing competitively.

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.	Our Sales Enablement team is responsible for facilitating and self-auditing the contract with Sourcewell. Our sales team is very familiar with Sourcewell agreement and works closely with Sales Enablement to ensure proper pricing is leveraged. We have a history of providing the required information on a quarterly basis and would continue to do so going forward.
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.	Merchants uses Salesforce CRM to track sales activities and internal metrics. Through this we track our sales efforts around specific initiatives, one of which would be Sourcewell. This tracking would include efforts to make contact with Sourcewell entities all the way through signing contracts and enrolling Sourcewell members into our products and services.
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.)	1% of the cap cost for each vehicle, paid quarterly.

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.	Please see attached Fleet Services Overview.
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Merchants Fleet has a breadth of offerings that have been discussed throughout our response. In addition to these, we are always coming up with new and innovation solutions as a fleet's need evolve and change.

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.

Line Item	Category or Type	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	Merchants Fleet has an in-house acquisitions team that is leverage for placing factory orders, out of stock orders, and coordinates upfitting. Our Mobility division also handles our ReadyFleet vehicles and any short-term vehicle options. *
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	. *
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	Our maintenance programs can handle all vehicle types. *
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:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell Price Catalog.pdf - Tuesday March 01, 2022 13:59:32
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Pardot Track.png - Tuesday March 01, 2022 14:20:37
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Fleet Services Overview.pdf - Tuesday March 01, 2022 14:26:38

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. - Brendan Keegan, Chief Executive Officer, Merchants Automotive Group, LLC

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