MASTER AGREEMENT #112025
CATEGORY: Fleet Leasing and Vehicle Management Services
SUPPLIER: Commercial Vehicle Leasing, LLC dba D&M Leasing

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Commercial Vehicle Leasing, LLC dba D&M Leasing, 1400 W. 7th Street, Suite 200, Fort Worth, TX 76102 (Supplier).

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

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

Article 1:
General Terms

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

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 4, 2030, unless it is cancelled or extended as defined in this Agreement.

   1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112025 to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Fleet Leasing and Vehicle Management Services, including, but not limited to:
      a. 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;
      b. New vehicle service and preparation for the vehicles described in subsection 1. a. above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation;
      c. Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types; and,
      d. In addition to the solutions described in subsections 1. a. - c. above, proposers may include a **complementary** offering of the following ancillary services:
         i. Short-term on-road vehicles rental programs;
         ii. Upfitting or aftermarket products;
         iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software systems;
         iv. Roadside assistance including towing, emergency charging, and repairs; and
         v. Vehicle battery longevity monitoring, replacement plans; including installation, operation, and maintenance of dedicated charging and fueling stations.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

   b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

   c. **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2:
Sourcewell and Supplier Obligations

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

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

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

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

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

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

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

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

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

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

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

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

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

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

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

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

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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

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

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

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

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

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

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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

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

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

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

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

Article 3:
Supplier Obligations to Participating Entities

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

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

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

timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

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

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

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

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

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

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

Sourcewell	Commercial Vehicle Leasing, LLC dba D&M Leasing
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Ed Cain 7203046FAB21463...
By: ______________________	By: ______________________
Jeremy Schwartz	Ed Cain
Title: Chief Procurement Officer	Title: President/Government & Commerical Divisions
Date: 5/18/2026 | 7:31 PM CDT	Date: 5/18/2026 | 11:33 AM CDT

RFP 112025 - Fleet Leasing and Vehicle Management Services

Vendor Details

Company Name:	Commercial Vehicle Leasing, LP DBA D&M Leasing
Does your company conduct business under any other name? If yes, please state:	D&M Leasing is our DBA
Address:	1400 W 7th Street Fort Worth, TX 76102
Contact:	Charles Cain
Email:	ecain@dmautoleasing.com
Phone:	214-412-1656
HST#:	90-0996325

Submission Details

Created On:	Monday October 20, 2025 15:07:28
Submitted On:	Wednesday November 19, 2025 14:00:36
Submitted By:	Charles Cain
Email:	ecain@dmautoleasing.com
Transaction #:	e7e8e582-9c40-44ea-8105-66415a9cc78e
Submitter's IP Address:	147.243.240.203

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Commercial Vehicle Leasing, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	D&M Leasing is our DBA	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 896L3 Unique Entity Identifier (SAM):JRAGNAWKF599	*
5	Provide your NAICS code applicable to Solutions proposed.	532112- Passenger Car Leasing 532120- Truck, Utility Trailer, and RV Rental & Leasing	
6	Proposer Physical Address:	1400 W 7th Street Suite 200 Fort Worth, TX 76102	*
7	Proposer website address (or addresses):	https://dmfleets.org	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Ed Cain, President/Government & Commercial Divisions 1400 W 7th Street Suite 200 Fort Worth, TX 76102 ecain@dmfleets.org 214-412-1656	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ed Cain, President/Government & Commercial Divisions 1400 W 7th Street Suite 200 Fort Worth, TX 76102 ecain@dmfleets.org 214-412-1656	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Coleen Greblick, Senior Account Manager 1400 W 7th Street Suite 200 Fort Worth, TX 76102 coleen.greblick@dmfleets.org 817-509-8919	*

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

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	For almost 50 years, D&M Leasing has been serving the automotive needs of our customers. Headquartered in Fort Worth, Texas, D&M began business in 1976 by offering consumer leases to individuals throughout the State of Texas. Today, D&M Leasing has grown to become the largest consumer leasing company in the United States while also serving the fleet management needs of commercial and government fleets. D&M Leasing is the flagship for a number of affiliated automotive companies under the Vehicle Leasing Holdings, LLC umbrella. Through common ownership our sister company, Four Stars Auto Group, is a network of eight franchise dealerships including: Ford, Chevrolet, Dodge, Ram, Jeep, Nissan, and Toyota. Four Stars Auto Group operates Four Stars Finance (an in-house lease aggregate), Dallas Lease Returns (a retail used car outlet), and other related businesses. D&M has offices in Dallas, Fort Worth, Austin, and Houston to better serve our customers. Combined, the affiliated companies produce $1 billion in annuals sales and over $1 billion in leased vehicles. The company has been profitable every year for the last two decades. The result is one of the most unique relationships between sales, supply, and funding in the fleet management industry. As a family-owned business, we believe we need to earn your business every day. Our employees are trained to go above and beyond for our customers, providing value with every interaction. We are proud that 70% of our business comes from repeat and referral business and our customer satisfaction rating is 96%. Our focus is simple: provide value with every interaction and help our customers operate their fleet to the lowest Total Cost of Ownership (TCO). Commercial Vehicle Leasing, LLC, the government division of D&M, was formed to provide leasing and fleet management services to government fleets. Commercial Vehicle Leasing, LLC is certified by the Texas Comptroller’s Office as a minority owned HUB. We provide leasing and fleet management to state agencies, universities, independent school districts, municipalities, water systems, government authorities, and non-profits nationwide. In 2023, after six years of analysis and presentations to the state, D&M was awarded the State of Texas contract for Leasing and Fleet Management. The Texas Comptroller's Office adopted Sourcewell Contract 030122-CVL. TXMAS-23-97501 has been a big success. To date, ten state agencies have begun leasing their fleet vehicles with more agencies and municipalities set to utilize the TXMAS agreement.	*
12	What are your company’s expectations in the event of an award?	D&M is proud to have been awarded the original contract for leasing and fleet management through Sourcewell. Our partnership with Sourcewell has yielded excellent service and savings to members across the country. These relationships are leading to repeat orders from the members. For many members, purchasing their fleet is all they have ever known, so leasing their fleet requires educating individuals throughout the organization. This takes a tremendous amount of time and effort. Additionally, a Master Lease Agreement must be executed which requires a legal review by the member which can take weeks or months and draws the sales process out further. However, the groundwork has been laid with members which we believe will continue to bear fruit over the coming years. While the push to move to EVs has cooled for government fleets, a particular area of success has been the partnership between Sourcewell, the Electrification Coalition and Climate Mayors Electric Vehicle Purchasing Collaborative. Sourcewell introduced D&M to the program and after much research and planning, D&M developed a way to monetize the electric vehicle Federal Tax-Credit and pass it through to the members. This literally saved members up to $5,000 off the cost of each EV they leased through D&M. This program was adopted by municipal fleets across the country as they were introduced to leasing for the first time. Municipalities as diverse as Portland, OR, Des Moines, IA, the County of Arlington, VA, Winter Park, FL, and Little Egg Harbor Township, NJ to name just a few. Being headquartered in Texas, D&M has focused our energy on introducing leasing and fleet management to every municipality in Texas. As our customer base has increased, so has the need for D&M to provide our members with an ever-increasing array of fleet vehicles. Sourcewell is the only cooperative contract D&M holds that allows items as diverse as a street sweeper or fire truck to a Ford Maverick pickup. As requests for these items increases, we are introducing Sourcewell to the customer so they can lease everything they need under one contract. Additionally, D&M has begun soliciting other states to adopt the Sourcewell contract for their state contract. Our desire is to utilize the success of the TXMAS contract to springboard our growth strategy in new markets. Our partnership with Sourcewell gains D&M credibility with these states and will hopefully gain momentum. In the long run, D&M seeks to provide our customers with unparalleled service and value by implementing fleet management strategies and data to optimize their budgets and operate a safe and reliable fleet. We will do this by understanding each customer's needs and goals and tailoring their individualized fleet program to meet those requirements. Whether the member has a fleet of 10 vehicles or 1,000 vehicles, D&M will work with all Sourcewell members to meet their needs.	*

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	D&M Leasing is the flagship for a number of affiliated automotive companies under the Vehicle Leasing Holdings, LLC umbrella. Through common ownership our sister company, Four Stars Auto Group, is a network of eight franchise dealerships including: Ford, Chevrolet, Dodge, Ram, Jeep, Nissan, and Toyota. Four Stars Auto Group operates Four Stars Finance (an in-house lease aggregate), Dallas Lease Returns (a retail used car outlet), and other related businesses. D&M has offices in Dallas, Fort Worth, Austin, and Houston to better serve our customers. Additionally, D&M has remote salespersons managing territories throughout the US. Combined, the affiliated companies produce over $1 billion in annuals sales and over $1 billion in leased vehicles. The company has been profitable every year for the last twenty-five years. 2024 Audited financials are attached.	*
14	What is your US market share for the Solutions that you are proposing?	D&M's nationwide fleet totals 60,000 vehicles on lease. Making D&M one of the top lessors in the country.	*
15	What is your Canadian market share for the Solutions that you are proposing?	D&M has been focused on serving the needs of the US market, but our programs and services can be utilized in Canada. D&M does not have personnel or offices in Canada; however, D&M has forged a very strong business relationship with a lessor in Canada. Should a need arise, D&M would work with our partner in Canada to satisfy the Canoe member's need. Under the current contract, we have never been approached by a Canadian member to lease a vehicle.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither the firm, affiliated company, shareholder or officer has been a debtor party to a bankruptcy, receivership or insolvency.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	D&M is best described as b) a service provider. As a fleet management provider, D&M provides lease funding and fleet management services to our customers. Through our sister company, HERNCO, we own a network of franchise dealerships, a financial services company and other related businesses. The result is one of the most unique relationships between sales, supply and funding in the fleet management industry. Our sales and account management teams work seamlessly through our organization to manage every aspect of fleet operations. In addition to our sales team housed in Texas, D&M has remote salespeople managing territories throughout the US. D&M does not utilize third party employees or resellers. All processes can be managed in-house by D&M personnel.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	D&M has the following licenses and certifications that are required for our submission: Independent Motor Vehicle Dealer, Motor Vehicle Lessor, Motor Vehicle Lease Facilitator and a certified Historically Underutilized Business (HUB)/Minority Business Enterprise MBE vendor.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not applicable	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	D&M Leasing – Fort Worth won the 2024 Cars.com Southwest Region Dealer of the Year award and the 2024 United States Leasing Company of the Year award. These awards are based on customer reviews, including average star ratings and the number of reviews. D&M was also the Leasing Company of the Year winner for the 10th consecutive year. Additionally, for the 7th year in a row, D&M was named as one of Top Workplaces in Dallas-Fort Worth.	*

21	What percentage of your sales are to the governmental sector in the past three years?	D&M began pursuing government fleets in earnest almost 8 years ago. Since then, we have seen year over year growth in all areas of SLED. While our government portfolio is relatively small in comparison to our consumer leasing division, we have seen our government portfolio rise to become 10% of our total fleet. When isolated on its own, our government portfolio would equate to 20% of sales. In 2024, our government sales experienced 40% growth over the prior year and 2025 is on pace for equivalent growth.	*
22	What percentage of your sales are to the education sector in the past three years?	As previously stated, as a comparison to D&M's consumer portfolio which has been operational for 50-years and has over 200 sales personnel, government sales make up 20% of our total sales volume. Isolating sales to the education sector alone, the portfolio consists of 4% of total sales. D&M has placed a major emphasis on K – 12 and universities over the last several years, and we have experienced success especially with universities. We expect percentage sales to increase substantially in the K - 12 area as we work to penetrate downstream business from our municipal customers.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	TXMAS/Sourcewell TIPS- Newly awarded contract Choice Partners- less than $1mm BuyBoard- $30mm	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	D&M does not hold any direct contracts through the federal government, but we have funded in excess of $10mm in FEMA and HHS funded leases through state agencies, non-profits and government contractors over the last 3-years.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Amarillo, TX	Donny Hooper	806-378-3012	*
City of Brownsville, TX	J.P. Villarreal	956-589-0567	*
City of Abilene, TX	Tim Cass	325-676-6070	*

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

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

Line Item	Question	Response *	
26	Sales force.	D&M is a Texas based company with 300 employees spread between 4 offices in Ft. Worth, Dallas, Houston, and Austin. In total, D&M has a salesforce of 205 individuals. The government division has 10 full-time government sales/account management personnel who work remotely covering their US territories. The sales and account management team is made up of extremely seasoned fleet professionals with an average industry tenure of 25 years. Our government team focuses exclusively on government fleets so Sourcewell members can be assured the team managing their account understands their needs and how to navigate the government procurement process.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	D&M's sister company HERNCO, owns a network of franchise dealerships. D&M will process the orders through these dealerships to the manufacturer and delivery will be coordinated through a local dealer in the member's region. Should the member require immediate delivery of a vehicle, D&M can acquire the vehicle from dealer stock. To locate the best vehicle to meet the needs of the member, D&M personnel run a "dealer locate" through the manufacturer's website. This process is possible because D&M owns dealerships and can access the OEM systems. Additionally, D&M can offer used vehicles to members as a cost-effective alternative to new vehicles. This is advantageous when a member has a short-term need or a specialty vehicle that receives minimal usage.	*

28	Service force.	D&M works with the premier providers in the industry to provide our ancillary products and administer our service programs. Our partnerships include: WEX, Geotab and Network. These providers work under the supervision of D&M's account management teams, and their services are completely integrated into our offering. Our maintenance team is staffed 24-hours a day, 365-days per year to assist our customers. Our maintenance team is made-up of 100+ service technicians, most of which have achieved the designation of ASE Master-Mechanic. These technicians work as an intermediary between the driver and the repair facility to diagnosis and repair the vehicle correctly, quickly, and cost-effectively so the driver is inconvenienced as little as possible. Our national network of maintenance providers well exceeds 70,000 vendors and includes all top national providers as well as small local providers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	D&M personnel are fleet experts and will communicate directly with members to determine their needs and prepare a quote to the exact specifications of the customer. This process is normally done in conjunction with the member's budgetary process so the member's budgets can coincide with their annual needs. Vehicles will be placed on order with the manufacturer and delivery will be coordinated through a local dealership in the member's region. This is known as a Courtesy Delivery and all manufacturers require the vehicles to be inspected prior to being released to the end user. In instances where the member has an immediate need for a vehicle, D&M will acquire the vehicles directly through dealerships on behalf of the member. In either case, D&M manages the entire process through our personnel and weekly updates are provided to the member. No distributors or outside personnel will be working with the member. D&M personnel will also work on behalf of the member to title, register and obtain a license plate. In cases where aftermarket equipment is needed, D&M coordinates the ordering of the vehicle with the ordering of the aftermarket equipment. By syncing these two processes, it eliminates a vehicle sitting for 2 - 3 months waiting for the aftermarket equipment to arrive before it can be installed. This saves the member both time and money.	*
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.	Our goal is to lift as much of the burden of managing a fleet from our customers as possible. At D&M, we believe we need to earn our customers' business every day. Our employees are trained to go above and beyond for our customers, providing value with every interaction. D&M believes in developing a strong, personal relationship with each of our customers. This is developed through conversations and attending to the needs of our customers. We want to oversee the day-to-day management of their account for them. We do not want to simply be a vendor. We want to be a trusted advisor. D&M boasts a companywide customer satisfaction rating of 96%. Our commitment to customer satisfaction is further illustrated by the following statistic: 70% of our business comes from repeat and referral customers. D&M personnel are available Monday through Friday during normal business hours to provide support and assistance. Each account is managed by a three-person team to allow for immediate response to customer needs. This three-person team meets quarterly with our customers to review their stated goals against achieved progress. During these meetings, goals can be updated and any necessary changes to the program are made. By continuously interacting with our customers, D&M can better understand how we can provide added value above and beyond our competitors. 24\7 service capabilities include: maintenance and repair management, emergency roadside assistance, rental cars, programs to assist during emergencies/natural disasters, damage or theft, accident reporting assistance via a toll-free call (including towing and security services). To ensure responsiveness, availability and the highest level of customer service to our clients, our service partners monitor all incoming calls. On average, calls are answered within 45-seconds.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	D&M can and does fully serve Sourcewell members throughout the United States. As an originally awarded vendor for the Leasing and Fleet Management contract, during the vendor orientation at the Sourcewell offices, it was joked by the Sourcewell staff that the other vendors had already decided what portion of the members each would handle. The other vendors had decided that D&M could have the small accounts. D&M considers all Sourcewell members, big and small, to be important and therefore we take the time to understand the needs of each member and assist them regardless of their size. While we have grown the Sourcewell contract to include the State of Texas, our team will continue to serve any member that has a need with the respect they deserve.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	D&M has been focused on serving the needs of the US market, but our programs and services can be utilized in Canada. D&M does not have personnel or offices in Canada; however, D&M has forged a very strong business relationship with a lessor in Canada. Should a need arise, D&M would work with our partner in Canada to satisfy the Canoe member's need. Under the current contract, we have never been approached by a Canadian member to lease a vehicle.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	As stated previously, D&M services the entire United States without limitations. D&M is currently unaware of any region of Canada that cannot be serviced.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	D&M services all participating entity sectors which make up Sourcewell membership without limitations.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	D&M does not have any restrictions to working with members in Hawaii and Alaska. D&M does not currently work with fleets in US Territories. Therefore, D&M will examine each opportunity on a case-by-case basis to determine if the member opportunity is within the scope of our abilities.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, D&M currently works with Sourcewell members that are nonprofit entities and will continue to do so under the awarded contract.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	D&M's government sales team is actively engaged in their territories calling on entities. Additionally, sales personnel attend numerous SLED procurement conferences each year to market and raise awareness of our programs and cooperative contracts. Due to D&M's active participation in these conferences, D&M is often asked to teach classes on the nuances of leasing versus purchasing. D&M utilizes an outside marketing firm to orchestrate email campaigns to strategically reach government fleets and introduce D&M and our capabilities. All marketing materials and email campaigns direct prospects to our website where Sourcewell is prominently featured.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	D&M already employs a wide variety of marketing tools such as: print, radio, tv and social media to reach new customers and communicate with current customers. Our annual marketing budget exceeds $3.5mm. D&M is beginning to utilize metadata as a way of strategically marketing to our target audience through our outside marketing firm. This past year, D&M has completely revamped our website (dmfleets.org) to increase SEO and provide a more robust presentation of our capabilities, coop partners, and programs. D&M always welcomes Sourcewell's direction on how we could enhance our marketing efforts to the members in a strategic manner via any medium.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our Government Fleet Division is singularly focused on marketing to the target audience that Sourcewell already serves. D&M has used the Sourcewell member directory to cross-reference our top prospects nationally and market to them. As contract participation has grown, D&M has been able to serve a number of influential government fleets. D&M would like to work with Sourcewell to produce white papers and testimonials that can be shared in newsletters and industry publications highlighting the tangible results members are receiving through the Sourcewell/D&M contract. D&M would like to increase our participation in venues that Sourcewell has a presence with a goal to highlight our contract to every governmental entity we meet, to grow membership, and increase the value proposition to participating members. Lastly, with the adoption of the Sourcewell contract by the State of Texas, we would like to build upon this by presenting the program to other states. D&M would like to strategize with Sourcewell on the best way to accomplish this goal.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	D&M does not offer our customers the ability to order online. Instead, we work directly with the customer to "build" the vehicle(s) electronically to their exact specifications which includes pricing, From there, the lease parameters are determined based upon utilization. Once this process is complete, D&M will order the vehicle through the OEM. D&M employs professionals that can add value to the ordering process and through our involvement, mistakes are mitigated.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Each new account undergoes an onboarding process which includes departmental meetings to understand the needs and utilization of their fleet vehicles, so the proper lease structure is applied. D&M personnel hold meetings with the counterpoint personnel in accounting, billing, payables, insurance, in-house maintenance, license and registration, and finally with the decision makers (City Manager, CFO, COO). For members that warrant online reporting, D&M provides program user guides and online training for personnel tasked with managing maintenance, fuel, safety/risk management and telematics. This training is provided to each customer and is free of charge.	*

42	Describe any technological advances that your proposed Solutions offer.	Data analytics is the key to fleet management. D&M and our partners are on the forefront of technology and data capture. Our programs capture data which can be used to lower costs, increase efficiency and increase driver safety. Our custom reporting can integrate hundreds of data points from maintenance, fuel, driver safety and telematics into a condensed dashboard which allows our fleet customers to make sound decisions. D&M has partnered with the largest and most advanced players in their respective fields. This will allow the Sourcewell members to know they are receiving cutting edge technology and comprehensive offerings. Key features to D&M's online Reporting system include: > Customizable dashboard which gives the customer a snapshot of multiple data points in easy-to-read graphs > Per vehicle data including lease terms, mileage, maintenance data, fuel data, compiled to a cents per mile output > Ability to see all maintenance performed on each vehicle for the month, year to date, and over the life of the lease > Telematics data on each vehicle with including location, routing capabilities, speeding, and unsafe driving > TCO (Total Cost of Ownership) all costs compiled per unit Mobile App for Maintenance > Maintenance facility locator > Preventative Maintenance reminders > Access D&M's service technicians > Schedule maintenance appointments to eliminate waiting > Maintenance repair updates	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Government fleets across the US are being mandated to adopt green initiatives. However, utilizing available resources to sustain a fleet of electric, CNG, E85, propane, etc. vehicles vary from market to market. D&M works with the OEM’s and professionals in alternative fuels to understand the needs and goals of the fleet and which product is best suited for their fleet. This allows the government fleet to make an informed decision. At the forefront of the green initiative is Electric Vehicles (EVs). D&M has worked very closely with the Electrification Coalition under the Climate Mayors initiative to develop and promote a lease which passes through the Federal Tax-Credit to the governmental entity. The results are increased participation in the Sourcewell contract and tens of thousands in savings per member. These savings allow members to acquire a larger amount of EVs and rapidly achieve their green initiatives. As a standard practice, D&M consults with our customers to lower their carbon footprint by acquiring the most fuel-efficient vehicle that accomplishes the job. By instituting fuel-efficient vehicles, the fleet can lower their fuel expenses while also lowering their carbon footprint; thereby helping them achieve their sustainability goals.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	D&M does not manufacture any equipment or vehicles and therefore has not received any certifications or ratings. However, as fleet experts and leaders in the adoption of EVs, D&M works with Sourcewell members to understand the EV landscape and select the best EV for their needs.	*

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?	Through our sister company HERNCO, D&M Leasing owns a network of franchise dealerships, a financial services company and other automotive related businesses. The result is one of the most unique relationships between sales, supply, and funding in the fleet management industry. Over the last several years, the automotive industry has grappled with severe supply-chain issues. However, D&M has been able to navigate these issues due to our ability to source vehicles through our dealerships. Allowing our customers access to our substantial inventory. D&M can lease the following products to Sourcewell members: new or used vehicles, light-duty and HD vehicles, police vehicles, firetrucks, street sweepers, garbage trucks, and any other equipment needed for the fleet. D&M can also orchestrate any aftermarket equipment needed and the aftermarket can be capitalized into the lease. D&M's goal is to accommodate any fleet need a member may have under this contract. Our platform of services is scalable and sufficiently flexible to accommodate the most basic to the complex fleet needs of each Sourcewell member. After being awarded the initial Leasing and Fleet Management contract through Sourcewell, Tom Perttulla joked that the other three awarded vendors had already assigned the small government accounts over to D&M while they would focus on the larger members. D&M is proud to have served the needs of members seeking one vehicle to members seeking five hundred vehicles. Regardless of size, we make sure each Sourcewell member is provided excellent service and their needs are met. We do not and will not turn away members because they are too small or don't fall into our market niche. D&M's Government Division is exclusively focused on serving the needs of government fleets. Our personnel understand the unique nuances of government fleets and are adept at serving this market. Other fleet management companies dip in and out of the government arena but their primary focus is commercial business. D&M is willing to invest the manpower necessary to work hand in hand with Sourcewell and their members. Our dedicated team will provide consistency and experienced fleet management recommendations to Sourcewell members. In contrast to other fleet management companies whose salespeople are selling to a plumbing company one day and a Sourcewell member the next.	*
46	Describe in detail any facilitation or support services offered when OEM warranty work is required for vehicle acquired via your offering.	D&M's team of over 100 ASE certified technicians, many of which have achieved the certification of Master Mechanic, are extremely versed in each manufacturer's warranty provisions. While ultimately it is in the manufacturer's sole discretion to facilitate any warranty work, our maintenance team has direct access to each OEM and acts as an advocate for our customers. While we are not successful 100% of the time, D&M is able to lobby the OEMs to cover repairs that are outside of warranty due to our size, relationship, and experience managing fleet vehicles nationwide. As a standard practice, D&M can have limited availability parts expedited to a facility to complete a repair, lobby the OEM to participate either fully or partially in the cost of a repair, expedite a repair, advocate for a loaner vehicle while repairs are being made, and lastly manage the process of having a non-repairable vehicle bought-back by the OEM..	*
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Our goal is to lift as much of the burden of managing a fleet from our customers as possible. At D&M, we believe we need to earn our customers' business every day. Our employees are trained to go above and beyond for our customers, providing value with every interaction. D&M boasts a customer satisfaction rating of 96%. Our commitment to customer satisfaction is further illustrated by the following statistic: 70% of our business comes from repeat and referral customers. D&M retains an outside firm to conduct ongoing satisfaction surveys. Additionally, a customer service hotline is imbedded in each employee's email signature. If a customer has an issue, they can call the number to speak directly with a senior manager. D&M personnel are available Monday through Friday during normal business hours to provide support and assistance. 24\7 service capabilities include: online management tool access, accident reporting assistance via a toll-free call (including towing and security services), emergency roadside assistance, programs to assist during emergencies/natural disasters, damage or theft. To ensure responsiveness, availability and the highest level of customer service to our clients, managers frequently monitor calls and claim processes. Two metrics are continuously monitored: hold times for customers calling into our maintenance and claims center and the percentage of savings a customer receives per transaction. Our service center is staffed to achieve a hold-time of less than 60-seconds even during peak call volume. Each of our technicians is trained to seek savings for the customer on every transaction. Each time a vehicle enters a facility for a repair, our technicians engage the repair facility to diagnose the necessary repair. Our technicians are experts in their field and can evaluate the repair and the cost to repair the vehicle. The percentage saving per transaction can be achieved by applying for assistance from the OEM for repairs outside of warranty and receiving them, negotiating lower labor rates, lower parts costs, and eliminating unnecessary or redundant repairs suggested by the repair facility. Our technicians receive bonuses and are evaluated for promotions based upon their ability to provide savings to our customers.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(selected) Yes No	D&M is a certified Historically Underutilized Business (HUB)/Minority Business Enterprise (MBE)	*
49		Minority Business Enterprise (MBE)	(selected) Yes No	Hispanic	*
50		Women Business Enterprise (WBE)	Yes (selected) No	N/A	*
51		Disabled-Owned Business Enterprise (DOBE)	Yes (selected) No	N/A	*
52		Veteran-Owned Business Enterprise (VBE)	Yes (selected) No	N/A	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	Yes (selected) No	N/A	*
54		Small Business Enterprise (SBE)	Yes (selected) No	N/A	*
55		Small Disadvantaged Business (SDB)	Yes (selected) No	N/A	*
56		Women-Owned Small Business (WOSB)	Yes (selected) No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A, 6B, 6C, 6D, 6E)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Terms are Net 30. Payment may be made by check, ACH, and wire. Payments can be made monthly, annually, or lump-sum in advance.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	D&M will customize the lease and payment terms to meet the needs of the member. Our lease terms range from 12 – 72 months for light-duty vehicles and up to 120 months for heavy-duty vehicles and equipment. D&M offers multiple funding options which include Open-end leases, Closed-end leases, and Municipal leases. Each lease structure offers unique advantages and D&M will consult with each member to determine the best solution for their needs. An Open-Ended Lease offers the member complete flexibility to dispose of the vehicle throughout the term of the lease. There are no mileage or wear and tear penalties. A Closed-End Lease is for members that drive lower mileage and do not expect heavy-usage (wear and tear) on the vehicle. At the end of the lease term, the member can turn the vehicle in and walkaway, assuming there is no over mileage or extra ordinary wear and tear to the vehicle. A Municipal Lease is for government fleets that want to own the vehicle at the end of the lease term. These leases are typically paid to $1 and the agency is considered the owner of the vehicle. A Municipal Lease qualifies for a lower interest rate. D&M can offer Sourcewell members new and used vehicles, light-duty and heavy-duty vehicles, equipment, police vehicles, fire equipment/vehicles, and buses. Payments can be made monthly, quarterly, semi-annually, annually or in advance as a lump sum. D&M works with the Sourcewell members to implement the easiest payment system and their PO process.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A Master Lease Agreement (MLA) is executed with each Sourcewell member. The MLA outlines the terms and conditions of the relationship between the Sourcewell member and D&M. To order a vehicle, the Sourcewell member signs a Lease Quote which outlines the anticipated cost of the vehicle and the structure of the lease. By signing the Lease Quote, the member provides authorization for D&M to acquire the vehicle on their behalf.	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	D&M does not accept payment via P-card as a standard payment process. However, D&M has on occasion accepted it as a form of payment to accommodate the member under special circumstances.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Because D&M can lease any new make/model vehicle, used vehicles, and equipment, the offering is too vast to provide detailed or standard list pricing. Therefore, for transparency, D&M provides members with both the MSRP price as well as the Dealer Invoice price for a baseline comparison. D&M can either order the vehicle from the OEM based upon the member's exact specifications or if a vehicle is needed immediately, D&M can acquire the vehicle from dealer inventory. In either scenario, D&M will provide the member with the vehicle pricing inclusive of all fees prior to acquisition. All Government, Fleet, or Retail incentives will be applied for and credited to the member. Sourcewell members also receive discounted pricing on all ancillary services. D&M does not markup any aftermarket equipment or services and is happy to provide members with invoices for complete transparency.	*
62	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.	On a vehicle ordered directly from the OEM, D&M's pricing model is based upon Factory Invoice (-) Government Incentives which represents an average discount of 5-25% off MSRP. The pricing discount varies from make/model and year to year. Sourced vehicles from dealer inventory tend to have a lower percentage discount.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	While D&M's pricing structure is already based upon pricing given to large government fleets, D&M is always willing to work with members who are seeking additional savings due to increased volume.	*
64	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Under our current contract with Sourcewell, D&M proposed pricing for sourced items at "cost plus a percentage". This structure has proven to work very well in situations where a member has an immediate need for a vehicle, or the manufacturers are no longer accepting government fleet orders. In such circumstances, D&M is able to acquire a vehicle from dealer inventory (Stock) and negotiate the lowest price for the vehicle and add either a 3% markup for domestic vehicles or 5% for foreign manufacturers. This pricing method allows for complete transparency with the member. Sourced items such as aftermarket equipment will always be at cost and with no markup.	*

65	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.	License, registration, taxes and any fees associated with securing the registration (local, state, federal government) will be invoiced at cost. Other items may include Courtesy Delivery fee (charged by the delivering dealer), Documentation Fee (charged by the delivering dealer), transportation to the member and fuel (dealership, transport company or D&M) will be billed at net cost; there will be no markup. If D&M acquires a vehicle for a member and there is a delay in the member taking delivery of the vehicle, daily interest may be charged. This commonly occurs when a vehicle is acquired and then receives aftermarket upfitting.	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Vehicles are shipped from the OEM to a local dealer in proximity to the member. The "delivering dealer" determines their fee for "Courtesy Delivery". Courtesy Delivery entails inspecting, cleaning and possibly registering the vehicle. The member has input on who the delivering dealer will be, but D&M is not in control of the fee for Courtesy Delivery. The fee for Courtesy Delivery will be at cost. If the member requests the vehicle to be transported on their behalf after arriving at the dealership, costs associated with transporting the vehicle will be at cost without any markup.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Vehicles deliveries in Alaska, Hawaii and Canada will follow the same process as the continental US.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For immediate needs, sourced vehicles can be purchased from dealer inventory anywhere in the US and D&M will arrange for transport and delivery of the vehicles directly to the member. Because D&M owns dealerships, we have access to see dealer inventory throughout the country. This allows us to quickly locate available and hard to find vehicles and quickly deliver them to our customers. Transportation costs will be determined at time of acquisition and will be at cost with no markup.	*
69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	D&M's system allows for a standard pricing model unique to Sourcewell members. This alleviates the need for manual entry. To track quarterly administrative fees due to Sourcewell, D&M will utilize a unique Sourcewell code to track all member purchases. This coding will allow D&M to easily source vehicles delivered to Sourcewell members from other customers. In addition to the automated processes listed above, our accounting team manually reviews all deliveries to ensure compliance.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	As a sales organization, D&M measures activity (defined as incoming leads versus leads generated by the salesperson), new account closures from lead activity, and repeat business (defined as customers placing additional orders after the initial account is closed). As new accounts are brought on, the needs of the customer are reviewed and matched to the appropriate cooperative contract we hold. Each month, a report is generated to see how the contracts are performing. Because Sourcewell seeks to provide their members with the most comprehensive offering to meet their fleet needs, D&M has steadily seen greater success when promoting Sourcewell over other cooperatives.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	D&M understands that the pricing contained in this proposal is for the global membership and it will be imposed if a member is seeking 1 vehicle or 100 vehicles as part of the contract. As a service provider and not the manufacturer, a fee based upon a percentage of the vehicle cost would be onerous to D&M because our margins do not increase at an exponential rate with the cost of the vehicle. Additionally, it is labor intensive to onboard a new customer who only orders a few vehicles at a time. D&M proposes a flat $150 administrative fee per unit and paid quarterly.	*

Table 6B: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage/Fees	Details	
72	Interest Rate Index Used	Treasury Bill	The 3-Year T Bill rate will be used for lease terms of 3-years or less and the 5-Year T Bill rate will be used for lease terms greater than 3-years	*
73	Basis Points	300 Basis Point adder	Adder may be evaluated based upon the credit worthiness of member.	*
74	Domestic Factory Order Vehicles	Manufacturers' Factory Invoice minus (-) applicable Government, Fleet, or Retail Incentives plus (+) Courtesy Delivery Fee (+) Registration/Doc Fees	Delivering Dealership sets the Courtesy Delivery Fee. CD Fees average $300 - $500.	*
75	Foreign Factory Order Vehicles	3% over Manufacturers' Factory Invoice minus (-) applicable Government, Fleet, or Retail Incentives (+) Registration/Doc Fees	A Courtesy Delivery Fee may or may not be charged depending upon the manufacturer	*
76	Domestic Dealer Stock Vehicles	Manufacturers' Factory Invoice or selling price, plus (+) 3%, minus (-) applicable Government, Fleet or Retail Incentives (+) Registration/Doc Fees	Any additional fees levied by the manufacturer or dealership will be passed through at cost with no markup	*
77	Foreign Dealer Stock Vehicles	Manufacturers' Factory Invoice or selling price, plus (+) 5%, minus (-) applicable Government, Fleet or Retail Incentives (+) Registration/Doc Fees	Any additional fees levied by the manufacturer or dealership will be passed through at cost with no markup	*

Table 6C: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage/Fees	Details	
78	Federal Tax Incentives	100%	Member must apply for and secure funds on their own behalf. D&M will assist with supplying proof of vehicle acquisition.	*
79	State Tax Incentives	100%	Member must apply for and secure funds on their own behalf. D&M will assist with supplying proof of vehicle acquisition.	*
80	Manufacturer Incentives	100%	Any and all available incentives will be applied for by D&M and passed through to the member	*

Table 6D: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage/Fees	Details	
81	Fixed Maintenance	Averages .03 to .06 cents per mile	Fixed Maintenance cost is charged monthly based upon vehicle, lease term, and estimated annual mileage. Program covers all routine maintenance as well as major mechanical repairs up to 100,000 miles or lease term.	*
82	Occurance Maintenance	$7.50 Light-duty $15.50 Medium & Heavy-Duty	Per vehicle, per month fee is in addition to any maintenance or repair charges.	*
83	Management Fee	.10%	The Management Fee is a monthly charge calculated off the Capitalized cost of the vehicle.	*
84	Service Charge	$350	Due at the end of the lease term	*
85	Lease Termination Fee	N/A	Not applicable if vehicle goes to term. If customer defaults prior to term, additional charges may apply.	*
86	Interim Interest Yes/No, How is it calculated?	Yes	If D&M purchases a vehicle for the member and the member is delayed in taking delivery of the vehicle, interest may accrue until the vehicle is delivered. Interest is calculated daily based upon the capitalized cost of the vehicle. This commonly occurs when a vehicle is acquired and then requires upfitting.	*
87	Resale Fee	At cost	Any fees associated with the transportation and selling of a leased vehicle will be done at cost with no markup.	*
88	Provide fees not listed + rate	N/A	N/A	*

Table 6E: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
89	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Because of the opportunity to reach Sourcewell's vast membership base, D&M is discounting our pricing model to match the potential volume.	*

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

Line Item	Question	Response *	
90	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	D&M is a full-service fleet management provider. D&M offers our customers needs based solutions which allow them to operate their fleet more efficiently while reducing the overall costs associated with operating the fleet. Our programs and services are tailored to provide assistance throughout the lifecycle of the fleet. D&M can provide our customers with any make or model vehicle sold. While this allows our customers access to the complete universe of vehicles, D&M assists our customers in getting the right vehicle for their needs in an unbiased manner. Our goal is to lift as much of the burden of managing the fleet from the member's shoulders as possible. We have programs that provide solutions for every facet of operating a fleet. During our initial needs assessment, we identify areas where our programs or services may/may not be beneficial to the member. We do not try to fix what isn't broken. Our goal is to become a trusted advisor, which means we seek to add value on every interaction with the customer. D&M's products and services include: Lifecycle analysis, Full Maintenance program (where maintenance costs are fixed and guaranteed during the life of the lease), Maintenance and Repair Management (where maintenance costs are billed to the end user as they occur), Accident Management, License and Registration, Emergency Roadside Assistance, Glass Repair and Replacement, Rental Replacement Vehicles, Vehicle Disposal, a Driver Safety Program, Telematics, Fuel Card, and custom reporting. D&M leases the following to our municipal customers: any new make/model vehicle, used vehicles, light-duty trucks and vans, HD trucks, specialty vehicles, firetrucks, fully upfitted police vehicles, HD public works vehicles such as garbage trucks and street sweepers, golf-carts, and other equipment. D&M will lease anything a municipal fleet would have in their fleet inventory.	*
91	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	D&M specializes in providing complete solutions for public safety and public works. Our fleet experts will help coordinate the upfitting required to turn-key solutions for police vehicles and fire vehicles, as well as public works vehicles and equipment. D&M prides ourselves on being a full-service provider for our customers' entire fleet needs. D&M's subcategories include: Public Service vehicles (Police and Fire), Public Works vehicles (Garbage, Street equipment, and Utility/Power vehicles, Electric vehicles, Buses and vans (including ADA vans).	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
92	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;	◉ Yes ○ No	D&M can lease Sourcewell members all on road make/model vehicles regardless of classification, weight or engine type. Additionally, D&M can lease used vehicles, equipment, police and fire units, and buses.	*
93	New vehicle service and preparation for the vehicles described in 92 above, such as pre-delivery inspection, parts and accessories, installation, and vehicle marking application or installation;	◉ Yes ○ No	As a full-service fleet management company, D&M routinely manages the installation of aftermarket equipment (AME) and graphics packages for our customers. D&M does not charge for the management of this process nor is there a markup. It is done at cost. Vehicles are delivered turnkey to the customer ready to be placed into service.	*
94	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types;	◉ Yes ○ No	D&M's Maintenance and Repair Management program services on-road vehicles of all types and weight classifications. D&M boasts in excess of 70,000 maintenance facilities nationwide.	*
95	In addition to the solutions described in 92-94 above, proposers may include a complimentary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting or aftermarket products; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software systems; iv. Roadside assistance including towing, emergency charging, and repairs; v. Vehicle battery longevity monitoring and replacement plans; including installation, operation, and maintenance of dedicated charging and fueling stations.	◉ Yes ○ No	As a full-service fleet management provider, D&M offers all of the listed ancillary services plus additional services which aren't mentioned.	*

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

Line Item 96. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to

ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell RFP 112025 - Fleet Management Services Pricing.pdf - Wednesday November 19, 2025 13:54:58
- Financial Strength and Stability - Vehicle Leasing Holdings, LLC 2024 Audited.pdf - Monday November 17, 2025 16:01:33
- Marketing Plan/Samples - DM_Govt_TriFold_10x7 - draft.pdf - Wednesday November 19, 2025 12:30:25
- WMBE/MBE/SBE or Related Certificates - HUB-MBE Certificates.pdf - Monday November 17, 2025 16:02:11
- Standard Transaction Document Samples - Government - DRAFT Open-End Master Lease 8.16.23.pdf - Wednesday November 19, 2025 12:33:29
- Requested Exceptions (optional)
- Upload Additional Document - TXMAS Contract.pdf - Wednesday November 19, 2025 12:51:47

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess, all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Charles Cain, President, Government & Commercial Divisions, Commercial Vehicle Leasing, LLC dba D&M Leasing

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

○ **Yes** ● **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Fleet_Management_Leasing_RFP_112025 Fri October 24 2025 04:36 PM	☑	--
Addendum_1_Fleet_Management_Leasing_RFP_112025 Tue October 21 2025 05:07 PM	☑	2