



MASTER AGREEMENT #112025
CATEGORY: Fleet Leasing and Vehicle Management Services
SUPPLIER: Element Fleet Corporation

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 Element Fleet Corporation, 10200 Grand Central Avenue, Suite 400, Owings Mills, MD 21117 (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 Sourcwell 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 services performed by Supplier or on Supplier's behalf will be performed in a professional, timely, and workmanlike manner, in accordance with this Agreement, applicable law, and generally accepted industry standards. Supplier shall pass through to Participating Entities the full benefit of all applicable manufacturer, dealer, installer, upfitter, repair, parts, service, and other third-party warranties, at no additional cost, to the fullest extent permitted by law. Supplier agrees to assist a Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or provider. Supplier shall correct, at no additional cost, any nonconforming service, billing error, administrative error, or warranty-processing error caused by Supplier or parties acting on Supplier's behalf. For the avoidance of doubt, any such warranties under this section does not include goods or services manufactured or provided by any Provider.
- 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 Sourcwell 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 Sourcwell if this certification changes at any time during the term of this Agreement.
- 16) **Providers.** All Included Solutions shall not include any services, goods or materials performed, provided or manufactured by any third-party or direct service provider (a) who provide direct fleet services (including but not limited to providers of maintenance services, repair services, auto parts,

tow and transport services, fuel and fueling services and original equipment manufacturers) for Purchasing Entity vehicles and (b) that are not under the control or supervision of Supplier (“Provider(s)”).

- 17) **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. Notwithstanding the foregoing, if any Participating Entity requests or requires any federal contractor or sub-contractor regulations or requirements, Supplier shall have the opportunity to review those specific regulations or requirements and Supplier and Participating Entity will have the opportunity to negotiate final terms and conditions associated with such regulations or requirements.

- 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 Sourcwell 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 Sourcwell 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 related to 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 the payment of the Administrative Fee under 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. Any such audit or review shall be: (a) limited to documents, information and records necessary to validate charges invoiced by Supplier to Participating Entities; (b) limited to documents, information and records in Supplier's possession and those Supplier makes good faith efforts to obtain from Providers; (c) limited to the retention period of no more than 3 years; (d) limited to no more frequent than once per calendar

year, and no audit or review can re-cover time periods for which Sourcewell or a Participating Entity has previously audited or reviewed; and (e) any third-party auditor must sign a confidentiality or non-disclosure agreement, including that they will not use any records for any purpose other than the audit or review.

- 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 negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees (which shall not include any services, goods or materials performed, provided or manufactured by any Providers). 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.
- \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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

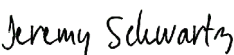
**Article 3:
Supplier Obligations to Participating Entities**

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

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include other relevant terms of tendered Included 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 Included 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. If Supplier and the applicable Participating Entity are unable to reach an agreement as to the form of agreement or to any proposed terms and conditions, Supplier shall not be liable for any additional costs, fees, charges or expenses incurred by a Participating Entity and Supplier shall not be penalized for the parties not finalizing agreements.

- 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. Notwithstanding Art. I, Sec. 7 herein, any services provided by Contractor to a Participating Entity shall be governed the mutually agreed upon services stated in any additional agreements or terms and conditions between Contractor and Participating Entities.
- 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.
- 9) **Supplier Review and Approval.** Supplier shall have the right to perform a credit, pricing and legal review of any potential Participating Entity before negotiating agreements or providing any of the Included Solutions for the applicable Participating Entity. Such approval of the Participating Entity is in Suppliers sole discretion.

Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/10/2026 | 7:18 AM CDT

Element Fleet Corporation

DocuSigned by:

20F05AB6936A4C6...

By: _____
Matt Farley

Title: VP, Asst General Counsel

Date: 9/9/2026 | 1:37 PM PDT

RFP 112025 - Fleet Leasing and Vehicle Management Services

Vendor Details

Company Name: Element Fleet Corporation

Does your company conduct business under any other name? If yes, please state: DBA: Element Fleet Management

Address: 10200 Grand Central Avenue
Suite 400
Owings Mills, MD 21117

Contact: Natalie Grmusa

Email: ngrmusa@elementcorp.com

Phone: 437-223-9682

HST#: 36-2774566

Submission Details

Created On: Friday October 03, 2025 09:05:04

Submitted On: Thursday November 20, 2025 11:13:59

Submitted By: Natalie Grmusa

Email: ngrmusa@elementcorp.com

Transaction #: 302df365-d493-40ea-8bd1-cc0f4f1e4df0

Submitter's IP Address: 69.15.2.12

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.	Element Fleet Management Corp.	*
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).	DBA: Element Fleet Management US: Element Fleet Management Corp. Canada: Element Fleet Management Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Corporate DUNS Number: 24-563-5441	*
5	Provide your NAICS code applicable to Solutions proposed.	Element's NAICS code is 532112	
6	Proposer Physical Address:	U.S: 10200 Grand Central Avenue, Suite 400 Owings Mills, MD 21117 Canada: 4 Robert Speck Parkway, Suite 900 Mississauga, ON CA L4Z 1S1	*
7	Proposer website address (or addresses):	https://www.elementfleet.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Michael Hilliard Assistant General Counsel 10200 Grand Central Avenue, Suite 400 Owings Mills, MD 21117(410) 901-7181 MHilliard@elementcorp.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Natalie Grmusa Business Development Representative, Government Mississauga NGrmusa@elementcorp.com (437) 223-9682	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	William Collins Managing Director, Government Owings Mills WCollins@elementcorp.com (347) 574-0838	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	In 1946, PHH, one of our legacy companies, became the first company to offer Fleet Management services. Today, Element follows the PHH tradition of innovation, combining technology with consultative expertise to address emerging needs. Element Fleet Management was founded in 2007, as Element Financial Corporation, an independent financial services company that originated, co-invested in, and managed asset-based financings and related services programs. Element has been providing fleet services to North America for more than 75 years - a result of the combination of several long-standing companies acquired by Element Financial Corporation between 2012 and 2015 (TLS Fleet, GE Capital Fleet Services Canada, PHH Arval and GE Capital Fleet Services U.S., Mexico, New Zealand and Australia). In 2016, the board of directors of Element Financial approved a plan to separate Element Financial into two publicly traded companies: ECN Capital Corp. and the Element Fleet Management Corp. The separation became effective on October 3, 2016. As a result of the Separation Transaction, Element Fleet has been established as the world's largest publicly traded fleet management company. Our core values center around acting with integrity and accountability, leading with expertise and innovation, and keeping client success at the center of everything we do. We are always a force for good, experts defining the future of mobility, and driven by client success. Our purpose is to move the world through intelligent mobility, delivering innovative fleet and mobility solutions that address today's challenges and prepare clients for tomorrow. Element delivers scalable, sustainable, and technology-enabled fleet and mobility solutions across North America, Australia, New Zealand, Ireland, and a growing global network. Our comprehensive services span vehicle acquisition, maintenance, financing, risk management, EV integration, route optimization, and remarketing.	*
12	What are your company's expectations in the event of an award?	We expect to continue to work closely with Sourcewell to leverage the contract award and market our capabilities to Participating Entities. We will continue to demonstrate the value of partnering with Element, creating a customized fleet solution to address each Sourcewell's Participating Entities needs and goals.	*
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.	Element Fleet Management (TSX:EFN) is the largest pure-play automotive fleet manager in the world, serving approximately 1.5 million vehicles under management across over 4,100 clients. We continue to expect new client growth, including the conversion of self-managed fleets, and enhanced demand from existing clients for our services and solutions (resulting from higher penetration and utilization rates) as key drivers of net revenue growth. We strive for positive operating leverage in managing the business. For the most recent fiscal year ended December 31, 2024, Element recorded total assets of \$12.7 billion, total shareholders equity of \$2.7 billion, total net revenue of \$1.1 billion, and total net income of \$387.1 million. Please see our 2024 Annual Report in the documents section for further information. Complete details and copies of financial statements are available through our website: https://www.elementfleet.com/investors/public-disclosures	*
14	What is your US market share for the Solutions that you are proposing?	Element treats the U.S. and Canada together as a single market for our services. Based on an exhaustive cross-functional exercise of sizing and mapping the entire North American market for fleet management services, we can say confidently that Element has approximately 30% of the U.S. plus Canada market.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Element treats the U.S. and Canada together as a single market for our services. Based on an exhaustive cross-functional exercise of sizing and mapping the entire North American market for fleet management services, we can say confidently that Element has approximately 30% of the U.S. plus Canada market.	*
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.	N/A.	*

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?	Element is neither a distributor/dealer/reseller or manufacturer. We are a financier for leasing fleet vehicles and rebiller for services. Element Fleet Management is solely responsible for the management of Sourcewell's Participating Entities fleet program. We align with third party partners only if and when it enhances our current offerings.	*
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.	Our team members currently hold numerous certifications, broadly representing both Quality Service and Professional levels. In addition to general industry certifications that include ICAR; VALE Technical; and Mitchell Estimating, we've highlighted some of the major certifications below: Maintenance: Our maintenance department has received the National Institute for Automotive Service Excellence's (ASE) Blue Seal of Excellence award for 22 consecutive years. This award honors organizations whose technicians continually strive for increased quality and expertise. Our Maintenance Service Technicians have ASE certification and Inter-Provincial technician licenses; overall, the department holds over 484 total certifications, including 33 Master Automotive certifications, 12 Master Truck certifications, 2 World Class certifications and 5 Canadian licensed certifications. Collision Management: All collision management appraisers are licensed nationally, and many hold state licenses in those states that offer appraisal licenses: PA, RI, NY, NC, SC, DE, VT and CT. Our team members also hold ADP Shoplink and CCC Pathways certifications. Insurance-related certification programs: Element facilitates auto physical damage for some insurance carriers and sends appraisers to heavy equipment estimating classes. Certifications include: • Adjustrite • Mitchell Truck estimating programs Truck Services: The dedicated Truck Application Engineers and Truck Consultants hold certifications from TMI, ASE, and NTEA. Continuous Improvement: Element's Continuous Improvement Group has certified Lean Six Sigma Black Belts on staff. Certifications are achieved through nationally recognized organizations, such as the American Society for Quality (ASQ) and Villanova University. In addition, many of our employees hold certifications that include Microsoft Certified Partner; Loss Recovery Specialists certified by the Insurance Institute of America; and CAFS or CAFM Certification from NAFA.	*
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.	N/A.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2024 Globe and Mail - Annual Report on Business Magazine's Women Lead Here 2024 Winner Globe and Mail Board Games - Element ranked 9th out of 215 companies assessed for corporate governance practices at Canada's largest publicly traded companies CDP Climate Change Questionnaire - Element Fleet achieved B Score for the second consecutive year, ranking us in the "Management Band" EcoVadis - Element earned a Committed Badge for our global assessment and a Bronze Medal for Element Mexico's regional assessment. Work 180 Endorsement - Recognizing policies and practices that create a great place to work for women. IR Impact Awards Canada - Awarded Best in Sector for Industrials and Best Overall Investor Relations (Large-cap). Australian Workplace Equality Index (AWEI) Gold Certification - Acknowledging our commitment to fostering an inclusive and equitable workplace for LGBTQIA+ employees. Rainbow Tick - Honouring our dedication to creating a safe and welcoming environment through best-practice policies and services for LGBTQIA+ inclusion. LearnX - Platinum Award Best HR Talent Management: Diversity, Equity & Inclusion for Green Light, our emerging leadership program for women. CEMEFI Socially Responsible Company (ESR) - Awarded the Empresa Socialmente Responsable (ESR) certification from CEMEFI for the fourth consecutive year. Grupo Expansion – Culturally Powerful Companies; 500 Most Powerful Companies; Super Empresas; Top Companies JCI – Excellence in Execution Award, identified as a top supplier in Sustainability, Savings, & Diversity/Inclusion 2023 Named in RBC's 'Top 30 Global Ideas' for "high-conviction, long-term" investment. Element awarded the Geotab Innovation Award for Electric Vehicle Innovation EcoVadis Silver Medal, placing Element in the top 25% of companies assessed SSCA Sustainable Supply Chain Case Study Award Johnson Controls Sustainability Supplier Leadership Award CSR Certification by Empresa Socialmente Responsable and CEMFI Element received three prestigious awards at the IR Magazine Canada 2023 Event: - Best overall investor relations (mid-cap) – Element Fleet Management Corp (EFN:CA) - Best investor relations officer (mid-cap) – Michael Barrett, VP of IR & Investments - Best IR by a small or mid-cap senior management team – Jay Forbes, FCPA FCA, [former] CEO & Frank Ruperto, CFO 2022 Element ranked in top 7% of 226 Canadian companies in 2022 Globe and Mail Board Games EcoVadis Silver Medal, placing in the top 25% of companies assessed by EcoVadis x2 Gallagher named Element a Best-in-Class employer, scoring in the top quartile for optimizing employee and organizational wellbeing. JCI Supplier Leadership Award in Diversity (3rd consecutive year) ESR (Empresa Socialmente Responsable/ Socially Responsible Company) in Mexico Great Place to Work Mexico Certification (49th place) achievement for "Best Places to Work in 2022" Great Place to Work Mexico Certification (31st place) achievement for "Best CEO's in México" 2021 Tie for First for the Globe and Mail's Annual Board Games ESR (Empresa Socialmente Responsable/ Socially Responsible Company) In Mexico EcoVadis Silver Medal, placing in the 85th percentile R.J. Reynolds Leadership Award for Supplier Diversity JCI Supplier Leadership Award in Diversity Cigna Well-being Award Great Places to Work Mexico Certification (5th place) and 5th place achievement in "Best Companies to work at during challenging times." 2020 Advance Auto Parts Strategic Partner of the Year Award – recognizing the supplier who provided a competitive advantage by exceeding cost performance goals INA Towing Award for global commitment to innovative solutions, delivering safety and extraordinary service within the industry Johnson Controls Diversity Recognition Leadership Award	
21	What percentage of your sales are to the governmental sector in the past three years?	Complete details and copies of financial statements are publicly available through our website: https://www.elementfleet.com/investors/public-disclosures	*
22	What percentage of your sales are to the education sector in the past three years?	Complete details and copies of financial statements are publicly available through our website: https://www.elementfleet.com/investors/public-disclosures	*

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?	We currently have cooperative purchasing contracts with 791, Equalis, Omnia, Kinetic GPO, OEMC, Sourcewell Fleet Management, Sourcewell Maintenance.	*
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?	Element currently does not hold any GSA or Standing Offers and Supply Arrangements.	*

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 *	
State of Maryland	Joseph Consoli	410-260-7195	*
State of Washington	Michael Petty	360-451-5994	*
City of Gainesville, Florida	Barbara Beck	352-393-8264	*

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.	Element has national coverage in North America.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Acquisition Network: Element relies on our dedicated Delivery Contact Team to facilitate a timely and convenient vehicle delivery for you. Using advanced technology systems, we locate the best delivering dealer options based on proximity to driver's address; quality of service/service records; and our own evaluation criteria. Our rigorous screening and audit process guarantees that only certified quality brokers, who demonstrate reliability; business and financial stability; a professional and knowledgeable staff; and an ability to provide vehicle demonstrations, are selected as accepted dealers. In addition, we measure our Tier 1 dealer performance through driver surveys to validate service levels, vehicle condition, and post-service repair.	*
28	Service force.	Maintenance Network Our maintenance services network provides you with conveniently located full-service support to ensure your drivers experience the highest degree of timeliness and quality of service. Our fleet-minded maintenance providers provide everything from preventive maintenance to unscheduled and complex repairs, including warranty and post-warranty service. In the U.S., our maintenance network includes national account vendors, such as Goodyear, Firestone, Michelin, Sears, Pep Boys, Jiffy Lube, Bridgestone, Mr. Lube, Midas, Uniroyal/B.F. Goodrich, Pep Boys, Midas, Monro, Jiffy Lube, Valvoline Instant Oil Change, and contracted dealerships and independent repair garages. In Canada, we partner with National Account vendors, such as Bridgestone/Firestone, Goodyear, Michelin, Canadian Tire, Kal Tire, Mr. Lube, AAMCO Transmission, Fountain Tire, Midas, and contracted independent garages and dealerships. Collision Network We have over 3,500 repair facilities in our direct repair network across North America, including shops that handle heavy-duty vehicles. We also have several national chain/fast fitters in our network, including glass repair and replacement providers. Many providers have been in our network for over 20 years. All repair shops go through a rigorous screening process before acceptance in our direct repair network. Working with a limited network allows us to control quality, price, and cycle time. We vet our vendors to provide you with minimum vehicle downtime while maximizing cost savings for repairs. We are always happy to perform a coverage assessment and resolve any identified gaps.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our new vehicle ordering process is designed to be simple, fast, and effective. Element's North American vehicle ordering platform systematically integrates your fleet's needs and exceptions, increasing efficiency and providing upfront validation of entries to ensure accuracy. Online ordering is simple and policy-driven to minimize the amount of data you need to enter. Orders can be saved, copied, and reused, reducing manual entry even further. Available through our online platform, Xcelerate, our ordering technology provides: One secure, online ordering platform in North America for cars and all classes of trucks: All order functions are streamlined onto one screen. The system provides robust, real-time visibility into key aspects of the ordering process, including replacement plans, policies, a wide variety of order status events, and more. Links to Price and Spec resources make it easy to research and compare vehicles without leaving the ordering screen. Constant updates to how the orders are moving through the process allow Sourcewell Participating Entities to track status events for all orders and drill down to order-specific information Upfront validation at each step of the order process to ensure accuracy: The online ordering platform validates each step of the order process to ensure accuracy. The system's business-rules engine automates client-specific exceptions and needs, decreasing order processing time while increasing accuracy. You will have multiple options for approving orders to allow for flexibility and tracking Centralized management of incentives/concessions, price protection, and driver paid option policies: Each model year, your Element Account team provides extensive information and advisory assistance to help you make the best choices for your fleet. We integrate information from motor companies, safety rating agencies, our data warehouse, and our expertise to provide comprehensive, strategic assistance tailored to your fleet needs and objectives. By doing so, we help you build your vehicle selector list. Engagement of motor companies, dealers, upfitters, and regulatory services: Motor company information that could impact your fleet is updated and communicated year round. Element also has consultative online tools including replacement decision toolkits, lifecycle cost models, new model year information and side-by-side vehicle comparisons. Element's network of 8,900+ dealers across the U.S. and 2,000+ in Canada allows for efficient and effective vehicle delivery for Sourcewell Participating Entities drivers. Our goal is to minimize driving distance and to ensure an overall positive experience for each driver. Element locates the best-delivering dealer options based on proximity to the driver's address and service quality
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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.	Element uses a team approach to account management that allows us to provide you with expertise in every aspect of the vehicle lifecycle while reducing operating costs, minimizing fleet administration, and improving driver satisfaction. Our goal is to significantly reduce day-to-day administrative requirements for Sourcewell Participating Entities and to provide fleet management services that exceed your expectations. We customize our approach and solutions to align with your key objectives and to improve your fleet operations. Below are the teams at your disposal. Account Manager Our highly experienced Account Managers have a complete understanding of all aspects of the fleet industry and are well versed in financial, accounting, and other business disciplines. Strategic Advisor (SAS) Your advisor finds the optimal mix of fuel, maintenance, safety and accident management services, as well as other best-in-class fleet solutions. They continuously measure and monitor fleet performance to ensure alignment with efficiency goals and strategic objectives with the Fleet Partnership Solutions (FPS) Partner Fleet Solutions (FPS) Partner Our fleet management program can be tailored to provide precisely the level of support you want, from day-to-day administration to strategic planning and project management to full fleet outsourcing where we serve as your fleet manager. Our dedicated team of experts can develop, manage and execute on your strategic plans, helping you save time and money. We'll keep your fleet on the road so you can focus on your business. Request Center To further streamline communication, Element provides a dedicated Request Center, accessible via the Xcelerate portal, allowing Sourcewell Participating Entities to submit, monitor, and manage fleet-related inquiries in a centralized and trackable format. This allows for a streamlined request intake, ensuring all required information is provided upfront, reducing delays and back-and-forth communication. Users can view the real-time status of open, pending, and completed requests, including estimated time to completion (ETC). Cases are directed to the correct Element team member based on the request type, improving speed and accuracy of resolution. Additionally, our new updated Element ONE mobile app, and the Xcelerate desktop portal allow fleet drivers and administrators to handle most standard transactions, such as vehicle assignments, mileage updates, and new hire initiations, without the need for a direct call. This provides flexibility and efficiency for distributed, mobile, or field-based teams. Customer Support Center Our Contact Center is made up of three teams to address all your driver needs: Maintenance, Collision Management, and Customer Care. Each call center provides service in English, French or Spanish; with all other languages served through our AT&T Language Line service. Our maintenance and collision management centers are available to support drivers 24/7. Our customer care team is available Monday through Friday, 8:00 a.m. to 8:00 p.m. ET in the U.S. and from 8:00 a.m. to 7:00 p.m. ET in Canada. Calls from 7:00 p.m. to 8:00 p.m. ET in Canada flow through to the U.S. team depending on the call type. In 2024, for our Maintenance Call Center, Element answered 72.4% of calls within 60 seconds. For our Collision Management Center, we answered 75.7% of calls within 60 seconds. For our Customer Care Center, we answered 75.5% of calls within 60 seconds.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Element provides services in all 50 states and Puerto Rico and would do so if awarded the contract.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Element provides services in the Canadian provinces and would do so if awarded the contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Element services the United States, Canada and Puerto Rico.	*
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.	We would be open to all entity sectors and willing to connect directly to discuss Element solutions that are appropriate and meet the needs and goals of the entity. For federal entity engagements, Element would need to understand specific requirements pursuant to the regulations governing the applicable entity.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Element provides services in all 50 states and Puerto Rico and would do so if awarded the contract.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, nonprofits are part of the Public Sector and Government platform at Element.	*
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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.	Element's marketing plan will embrace market awareness, strategic marketing and sales enablement. • Market Awareness activities including a Press Release announcing the renewal of our strategic partnership. The Sourcewell logo and link to contract will remain on our public sector solutions webpage. Element will continue to participate in Sourcwell sections of tradeshow and sdhare success stories to our webpage and social media. • Strategic Marketing activities including email campaignstargeting public sector professionals with fleet management accountabilities. Sourcewell member can sign up to receive monthly trends from our Strategic Advisory group and educational webinars. • Sales Enablement activities including ongoing sales training and compliance reinforcement, continuously building on the understanding of the Sourcewell contract. Please refer to "2025 Sourcewell Marketing Timeline" uploaded to the document section of the bid portal.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Element continually optimizes the breadth and sophistication of technology and metadata used to enhance marketing effectiveness across organic, earned, and paid media channels. Our multichannel approach focuses on delivering content to our clients and prospective clients relevant to their fleet type, size, industry, and job function. Digital strategies include social media and LinkedIn, to increase awareness of our brand and value proposition and targeted email campaigns. In both instances we strive to amplify the reach of our digital content which includes market insights and thought leadership brought to life in varying formats – including blogs, infographics, dynamic images, and interactive online tools. Additional digital channels include banners ads both within our client portal (Xcelerate) and external websites relevant to fleet professionals.	*
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?	Government entities look to Sourcewell as a trusted resource for simplifying the purchasing and procurement process. In particular, Sourcewell essentially removes the daunting bid process which is often riddled with inefficiencies and redundancies for public sector professionals. As such, Sourcewell represents Element's cooperative contract of choice. Similarly, Element Fleet Management's proven record of accomplishment for delivering services and solutions with a high standard of ethics and integrity which is synonymous with Sourcewell's reputation. Our expectation of a Sourcewell-awarded contact is to further expand awareness of Element's ability to help government entities and public sector professionals meet their operating goals – including financial optimization and resource optimization. It is our hope that Sourcewell will furnish good-faith comarketing opportunities across digital (website, enewsletters, etc.) and analog channels (trade shows, member mailings, etc.). When possible, we also request access to membership lists for targeted engagements relevant to specific segments and sub-segments of your members. Element's sales and marketing teams will integrate a Sourcewell partnership into our overall public sector marketing strategy. This includes use of the Sourcewell logo and name on the Element Public Sector solutions page, thought leadership content (reports, white papers, etc.), and sales collateral. Element will also continually explore opportunities to embed Sourcewell into our media and events strategy – including industry panels and client testimonials. Finally, Element welcomes direct-referrals from Sourcewell and opportunities to engage with Sourcewell members at tradeshow, conferences, and member-only events.	*
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.	When a member becomes a contracted Client with Element, they will have access to our Xcelerate technology platform.	*

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

Line Item	Question	Response *	
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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.	Technology: To best service our clients, our Client Technology Services team provides telephone and email support. In addition to training on-demand videos, in-context support and guidance is available throughout our online web portal, which houses an e-Learning capability designed to provide support when you need it, 24/7. Our interactive Help section provides comprehensive content organized by logical topics. Finally, Xcelerate has interactive, step by step guidance within the functional areas of the site. This training and support is offered at no additional cost to Sourcewell. Telematics: During implementation of the program, Element will collaborate with Sourcewell Participating Entities to develop a long-term plan that includes regular training for your new team members. This may include leveraging pre-recorded training videos to allow users to refresh their knowledge on a specific aspect of the tool, or to train new team members. In addition, our telematics providers have on-demand standardized training videos that can be leveraged at any time to help understand how to execute specific actions within the platform. Driver Training Modules: DriverCare Risk Manager users are entitled to a custom safety policy module with built-in testing and compliance monitoring free of charge. Element also produces 100% client-specific videos from our in-house studio with an additional fee, which can include Sourcewell Entity associates and an introduction from a key leader in your organization. The content and messaging, even the look and feel of the video, can be tailored according to each Sourcewell Entity's preferences. We have several examples of custom productions that we have created for other clients.
42	Describe any technological advances that your proposed Solutions offer.	Element continues to enhance our technology platforms with large scale investment and continued feature release. This applies to all aspects of our platform, from our fleet manager interface to our driver tools/mobile apps. Element will continue to be an industry leader with a focus on using the latest technologies to optimize fleet performance and support the unique needs of your fleet. We continue to invest in our Xcelerate platform and analytics (including Xcelerate Intelligence) to help clients manage fleets today and prepare for what's next. Key features include: • Easily accessible: Digital platform with actionable intelligence. • Intuitive: Seamless, integrated data experiences. • Simple and personalized: Sourcewell Participating Entities can tailor the interface to best manage your fleet. • Robust reporting capabilities: Reporting tools generate reports quickly and easily and support simple report creation, exporting, custom filtering, sharing, and scheduling. • Responsive design: Enhanced technology provides users with an optimal viewing experience from any device. • Exception identification: Exception reporting and dashboards provide quick access to actionable data, allowing you to address outliers. The tool specifically allows for customized thresholds to be set to track exceptions, email exceptions to managers/drivers, and perform trend analysis throughout history. Element ONE is our updated driver mobile application that allows users to access fleet information from their device at any time, enabling drivers in the field to access Element services and resources as well as complete vehicle and driver tasks. Element embeds AI across the full fleet lifecycle to enhance efficiency, safety, and uptime. Especially within Connected Mobility (vehicle connected data, telematics) and Element Mobility (new solution innovation and research) lead innovation, piloting emerging AI capabilities and scaling validated use cases. AI models power predictive maintenance, routing optimization, and operational forecasting to reduce costs and downtime. Predictive analytics models blend real-time telemetry with weather, geography, and usage patterns to guide proactive decision-making. Conversational AI also powers natural-language insights for managers, simplifying analysis and reporting. These applications have reduced downtime, improved asset utilization, and enhanced cost predictability for clients. In October 2024, we acquired Autofleet to accelerate our digital roadmap. Autofleet helps fleets and mobility operators across the globe to increase efficiency, reduce costs, and streamline operations based on their fleet-specific use case and needs. We achieve this by optimizing and automating operations with real-time data and sophisticated workflow automations that reduce downtime, improve asset utilization, and dynamically optimize routes. In June 2025, we expanded our connected-operations capabilities through a strategic partnership with Samsara. Our partnership combines real-time fleet visibility with lifecycle services, potentially helping Sourcewell Participating Entities to improve safety, increase efficiency, and reduce fleet and operations costs. In July 2025, we launched the Element Mobility division to drive the next wave of intelligent fleet technology. In addition to in-house innovation, Element Mobility will foster strategic partnerships with the best in the industry, to ensure that Element clients benefit from the most advanced, future-ready solutions available.

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	In 2020, Element developed a formal Environmental, Social, Governance (ESG) Strategy, that is aligned to our Balanced Scorecard, the management tool that Element uses to focus our team on achieving our strategic priorities. Our ESG Strategy is based on four key pillars: Sustainability, Diversity & Inclusion, Satisfaction & Safety, and Governance. Our Company: • Three of our seven office locations are LEED spaces, with a fourth location achieving LEED interiors Gold Certification. • In 2024, Element began buying renewable energy credits to address the GHG emissions from our facilities. In 2024, 62% of our energy consumption from electricity at our facilities was attributed to renewable energy. • As the fleet industry gradually moves toward electrification, we are actively supporting clients in transitioning their fleets by providing end-to-end electrification solutions, with the goal of transitioning 350,000 VUM by 2030. Through our sustainability pillar, there are a number of strategies we can implement for Sourcewell's Participating Entities to help reduce the carbon footprint. Element's focus on sustainability was once again recognized in 2021 with our awarded a silver medal from EcoVadis. Some of our Solutions: • “Greening” fleet: Includes evaluating if/where hybrid or electric vehicles may make sense within your fleet, looking at both projected emissions reduction and impact to life cycle costs. • Set CO2 goals: Setting a fleet-wide CO2 strategic policy is an important statement of intent for your organization and a crucial first step in minimizing your fleet's carbon footprint. • Use navigation systems: A navigation system is a cost-effective way for drivers to ensure that they are following an efficient route, saving fuel and CO2. • Implement telematics: Telematics track gas mileage, rate of acceleration, braking, and wear and tear on the vehicle. These data generate reports, which are used to advise clients about how to reduce fuel consumption and maintenance costs. • DriverCare training: Includes several modules on green driving tips and techniques. Please see more on our sustainability efforts in our 'Sustainability Report 2025.pdf'.
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.	At Element, our efforts are rooted in contributing to a more sustainable and inclusive world. We are committed to driving progress that enriches our people, clients, suppliers, and communities and paves the way for a brighter future for all. We have set near-term science-based targets, ensuring that our actions align with rigorous standards and contribute to driving sustainable growth. The following are the frameworks and standards we follow or support, as well as some strategic alliances that we engage with: • Element has been a signatory of the UNGC since 2022 and aligns our efforts to five UN Sustainable Development Goals (UN SDGs) • We have two near-term science-based targets that have been validated by the SBTi. • Element is a member of the IFRS Sustainability Alliance, a global community for sustainability standards and integrated reporting. • We are members of Accelerate, Canada's zero emission vehicle (ZEV) alliance. Recognition: • In 2025 Element earned a committed badge for our global assessment and a bronze medal for Element Mexico's regional assessment. • Element near-term science-based targets were validated by the Science-Based Targets initiative (SBTi) in 2024, committing us to a 63.7% reduction in Scope 1 and 2 emissions by 2034 and 66.4% reduction in Scope 3 emissions intensity (Cat 11 &13) by 2034. • In 2024 Element achieved a "B" on the CDP climate assessment for the second consecutive year. • Element was awarded the JCI Excellence in Execution award, identifying us as a top supplier in Sustainability, Savings, and Diversity/Inclusion 2024. Please see more on our sustainability at https://www.elementfleet.com/about/sustainability

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?	We know vehicles and equipment are an essential part of achieving your company's business goals. That's why we've invested in the best people, products and processes to help ensure your fleet is continually operating at peak efficiency. Strategic Advisors Your fleet is unique, and so is our approach. At Element Fleet Management, our team of expert strategic advisors continuously monitor and proactively fine tunes your fleet program to deliver better value and efficiencies at every opportunity. We act as an extension of your team, developing experiences that are both measurable and meaningful. In 2024, Element's Strategic Advisory Services team identified over \$1.5B in fleet operating cost savings and realized over \$605M in savings for our North American clients. Tailored to your needs You can leverage any of our service programs, without having to lease through us. Every fleet is unique, and every fleet management program should be unique, too. Whether you're 100% hands-on, or you want to leave everything to us, we'll design and deliver a solution that fits your needs and your fleet. Fleet technology innovation & leadership We continue to invest in game-changing tracking tools and fleet management technologies that make you, your drivers and your fleet assets more productive. Element is consistently focused on identifying and forming strategic partnerships that enhance our fleet technology and services. We have established relationships with industry-leading partners such as WEX, Inc. for fuel card solutions, Verra Mobility for toll and violation processing, and J.J. Keller for DOT and IFTA compliance support. Recent partnerships include those previously mentioned with Autofleet and Samsara which provide technological advances for clients that will help increase efficiency and reduce fleet management costs. In August 2025 we announced our partnership with Motus. Motus' reimbursement platform, mobile app, and program design will deliver a seamless, unified experience that empowers clients with total visibility and control over their mobility programs, regardless of the vehicle used by Sourcewell Entity's drivers. The partnership will provide a reimbursement program design based on deep expertise and industry benchmarking, an integrated driver enrollment process, a unified view of costs and allocations, top-rated and easy-to-use driver mobile app for mileage tracking, compliance visibility, and reimbursement and streamlined fleet services from acquisition to resale.	*
46	Describe in detail any facilitation or support services offered when OEM warranty work is required for vehicle acquired via your offering.	We understand that simplifying the administrative burden of warranty repairs is critical to maintaining an effective fleet. Element enforces OEM warranties through our certified Service Technicians who review and authorize all maintenance repairs. Service Technicians identify repairs that are covered under warranty and redirect those repairs to an authorized OEM dealer for repair. If a repair is eligible, an alert prompts the Service Technicians, and all repairs under the manufacturer's warranty that are performed at a dealer are processed as "no charge," which prevents payment from being authorized. This process protects our clients from unnecessary costs and ensures that warranty-eligible repairs are performed under warranty.	*
47	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Element maintains an unrelenting dedication to our clients and in order to best achieve this, we monitor and benchmark our performance on several key metrics. Element uses a Balanced Scorecard to measure progress against our strategic priorities. The Balanced Scorecard is comprised of metrics divided into (1) Operational Effectiveness: measuring how well we are performing on the things that matter most to our clients; and (2) Operational Efficiency, measuring how efficiently we deliver the consistent superior experience our clients expect. Each metric of the Balanced Scorecard has a target; and with Index Scores, we determine how we're doing overall, whether we're performing above or below our targets. In addition, we rely on the P80 Methodology to set targets that are closely aligned to client experience. Rather than averages year-to-date, as calculated in the Index Score, P80 identifies transactions or units that fall outside of 80% of our normal operational rhythm, or effectiveness. This method provides visibility to areas of improvement in order to deliver a better client experience. We listen to your needs and concerns over the course of our relationship with you. Using formal methodology to leverage client input, we conduct a loyalty survey to calculate a simple metric (the Net Promoter Score) in order to measure how likely our clients are to recommend our services. We use the scores and feedback from this survey to evaluate our performance and to refine yearly objectives.	*

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.		☐ Yes ☒ No	Element Fleet Management Corp. is a publicly held corporation and therefore does not qualify for certification as a diverse business. In 2024, Element purchased over \$1.9B USD (\$2.64B CAD) of goods and services from diverse suppliers on behalf of our clients, with over 25% of our total global spend with diverse suppliers. Element proactively solicits small and diverse-owned businesses and tracks the diversity status of its supplier base on a day-to-day basis. We currently have over 11,000 diverse vendors in our supplier base in support of our new vehicle acquisition and vehicle maintenance services products. Element has relationships with nearly 400 diverse suppliers for acquisition and courtesy delivery, and over 10,000 diverse suppliers for vehicle maintenance services. In addition, Element provides reporting on utilization of diverse suppliers for our fuel, maintenance, collision, acquisition and transport service partners. We began our supplier diversity program including client reporting on diversity spend, over 20 years ago and have/continue to build out our diverse supply chain to support local businesses. More recently, we have developed more robust data regarding the diversity of our suppliers and invested in technology, allowing us to report on how much of our client's spend is allocated to diverse and women-owned businesses.
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Please see response in line item 48 above.
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	Please see response in line item 48 above.
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Please see response in line item 48 above.
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Please see response in line item 48 above.
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Please see response in line item 48 above.
54		Small Business Enterprise (SBE)	☐ Yes ☒ No	Please see response in line item 48 above.
55		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Please see response in line item 48 above.
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Please see response in line item 48 above.

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 *
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57	Describe your payment terms and accepted payment methods.	All rent and other charges are due and payable within 30 days of the date of invoice. Payments must be made in U.S. dollars by direct debit, ACH/Wire from Sourcewell's Participating Entities bank account to an account specified by Element, Sourcewell's Participating Entities check submitted to the payment address specified on the invoice, or other means expressly permitted by Element. Payments shall be made in Canadian dollars by pre-authorized payment (PAP or Direct Debit) or electronic fund transfer from Sourcewell's Participating Entities bank account to an account specified by Element.	*
58	Describe any leasing or financing options available for use by educational or governmental entities.	Element offers a wide variety of acquisition and financing options to provide Sourcewell's Participating Entities the highest possible degree of customization and flexibility for any style of fleet. We work with each client to determine the most effective method to achieve financial objectives. Open-end TRAC lease We often recommend an open-end Terminal Rental Adjustment Clause (TRAC) lease, which is a financing method that combines the flexibility of ownership with the benefits of leasing. The TRAC lease can be set up as either a capital or operating lease. Our open-ended lease term allows you to cycle your vehicles at the most opportune times, enabling you to take advantage of changing economic conditions, market timing, manufacturer incentives, or other business needs. Open-end leases have a flexible lease term with a restriction of a one-year minimum. Sourcewell's Participating Entities can terminate the lease at any point after one year without lease penalties. Element does not assess a penalty fee for vehicles that are damaged or stolen within the first year as long as a replacement vehicle is leased through Element. Additional benefits include: • Flexible financing and payment structures are available; • No upfront funds are required; • Centrally controlled. Equipment Leasing Element offers open-end equipment leasing. Clients also have the option to include these items under the master Element lease with an equipment lease supplement. Acquisition and Remarketing Program Element also offers an Acquisition and Remarketing program that allows clients to order and remarket vehicles through us while retaining ownership of the vehicle. This program supports selffunding for Sourcewell's Participating Entities. To support administrative efforts for this program, Element requires various powers-of-attorney and sales tax exemption certificates from Sourcewell's Participating Entities. As part of the program, we offer strategic consulting; vehicle selection and acquisition services; title and licensing; maintenance management; fleet management solutions; client support center; and fuel and remarketing services. Transferring vehicle-related information between Element and Sourcewell's Participating Entities is swift and effective, and allows Element to manage the title, license, and remarketing processes for your vehicles. As the owner of the vehicles, Sourcewell's Participating Entities recognizes any depreciation benefits and is responsible for all vehicle-related accounting and taxes.	*
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.	Element's standard contracting documentation includes a Master Lease Agreement and Master Services Agreement outlining terms and conditions of the agreement with execution predicated on the lease and/or services included in the solution. Also included is the respective Service Addendum detailing the scope of work responsibilities for each service. Element is committed to taking a flexible approach to contracting with Participating Entities and would be open to utilizing other documents to the extent they provide similar terms and conditions contained in Element's standard documentation. Please see uploaded our Master Services Agreement and Master Lease Agreement templates for the US and Canada.	*

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?	Currently, Element does not accept credit cards for invoice payments.	*
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.	As detailed in the attached "Sourcewell- Element Pricing - 2025.xlsx", service fees are presented as per vehicle per month, per occurrence, % discount, interest rate, and per driver per month. For leasing, Element has provided a pricing grid based on rating to accommodate the largest spectrum of potential borrowers across the U.S. and Canada. This pricing reflects a discount off of our standard matrix pricing. Additionally, Element usually tiers its pricing pursuant to fleet size (larger fleets get lower pricing), but for Sourcewell has offered a discount off its most favorable pricing for larger fleets. Hence, Sourcewell clients will receive favorable lease pricing regardless of fleet size, enabling a lower overall cost for the product. Given Element's focus on transparency, a full pricing grid for our entire product line is included with our proposal.	*
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.	Element price structure is presented as we would for a large organization where volume discounts are dependent on various factors. Element is open to discussing with Sourcewell's Participating Entities their specific requirements and how we can maximize the value of the program based on service and unit volumes.	*
63	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are dependent on various factors. Element is open to discussing with Sourcewell's Participating Entities their specific requirements and how we can maximize the value of the program based on service and unit volumes.	*
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.	Element would require additional information to understand the requirements for facilitating "sourced" items for Sourcewell's Participating Entities. For some services offered, in addition to a fee, the "at cost" item would flow through. For example, Element may charge a fee for an annual license plate renewal and flow through the State fee at cost.	*
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.	Participating Entities can expect various flow through cost that are not included in our submitted pricing. An example of this would be the fee a towing company would charge for a tire change service.	*
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.	Our normal practice is to send items via traditional mail, with overnight services available upon request for an additional fee.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our normal practice is to send items via traditional mail, with overnight services available upon request for an additional fee.	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our normal practice is to send items via traditional mail, with overnight services available upon request for an additional fee.	*
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.	The process would be assigned to our Operational team that handles client rebates. All contracts are audited to ensure the proper rebates are recorded in our system. Rebate payments require approval from a manager at which point are reviewed for completeness and accuracy before submitting payment.	*
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.	A few examples of internal metrics that could be measured are: Number of Participating Entities contracted, services contracted, number of units, and customer satisfaction.	*
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.	Element proposes to continue the same pricing structure in effect under the 030122-ELE contract, including the Administrative Fee of 2% of service fee revenue received by Element from Participating Entities and a US\$125 fee paid for each vehicle lease.	*

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	SOFR in US / CORRA in Canada.	Index used for financing of vehicles.	*
73	Basis Points	Starting at 130 bps for U.S. / 150 bps for Canada	Element has provided a comprehensive pricing grid for leasing, which will accommodate the broadest possible number of borrowers in the U.S. and Canada. Please refer to "Sourcewell- Element Pricing - 2025".	*
74	Domestic Factory Order Vehicles	-2% in U.S. / +\$150 in Canada	Please refer to "Sourcewell- Element Pricing - 2025".	*
75	Foreign Factory Order Vehicles	-2% in U.S. / +\$150 in Canada	Please refer to "Sourcewell- Element Pricing - 2025".	*
76	Domestic Dealer Stock Vehicles	1% in U.S. / 2% in Canada	Please refer to "Sourcewell- Element Pricing - 2025".	*
77	Foreign Dealer Stock Vehicles	1% in U.S. / 2% in Canada	Please refer to "Sourcewell- Element Pricing - 2025".	*

Table 6C: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage/Fees	Details	
78	Federal Tax Incentives	No charge	100% of Participating Entity eligible incentives are flow through	*
79	State Tax Incentives	No charge	100% of Participating Entity eligible incentives are flow through	*
80	Manufacturer Incentives	No charge	100% of Participating Entity eligible incentives are flow through	*

Table 6D: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage/Fees	Details	
81	Fixed Maintenance	N/A	Please refer to 'Sourcewell- Element Pricing - 2025' for complete pricing for all Maintenance and other products.	*
82	Occurance Maintenance	\$4.50 pvpm Cars & Lights / \$6.00 pvpm Mediums / \$7.00 pvpm Heavies / Forklifts / Trailers / Equipment	Please refer to 'Sourcewell- Element Pricing - 2025' for complete pricing for all Maintenance and other products.	*
83	Management Fee	0.03%	Applies to leased units and is a % of capitalized costs.	*
84	Service Charge	5%	For Out-of-Network shops.	*
85	Lease Termination Fee	Interest and Management Fee	Early termination fee does not apply to units leased greater than 367 days. Early termination penalty equal to the balance of the interest and the management fee owed for the first 367 days of the lease term.	*
86	Interim Interest Yes/No, How is it calculated?	Yes- Prime + 1%	Actual day count from time of purchase until effective date of lease.	*
87	Resale Fee	\$150 for car/ light; \$250 for medium/ heavy	Please refer to 'Sourcewell-Element Pricing - 2025' for complete pricing.	*
88	Provide fees not listed + rate	Please refer to 'Sourcewell- Element Pricing - 2025' for complete pricing for all Maintenance and other products.	Please refer to 'Sourcewell-Element Pricing - 2025' for complete pricing.	*

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.	The pricing offered by Element is as good as or better than pricing typically offered through existing cooperative contracts, state contracts or agencies.

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.	Our core competencies include vehicle financing combined with integrated management services in order to help you save time and money. Through contract renewal, Sourcewell Participating Entities will continue to access key programs, such as: Account Management Team: Our dedicated team of experts provides quality service and expertise in every aspect of your fleet's life cycle, ensuring that we allow you to focus on core entity responsibilities. Our Strategic Advisory Team consists of dedicated analysts, with advanced degrees, who are tenured experts in analytics and the fleet industry. The team works with sophisticated analytical models to identify cost savings opportunities throughout the lifecycle of your fleet and to provide a broad array of benchmarking, financial analyses, process analyses, policy analyses, and best practices focusing on your goals and objectives. Leasing: Our open-ended lease term enables you to cycle your vehicles at the most opportune times, allowing you to take advantage of changing economic conditions, market timing, manufacturer incentives, or any other business need. Acquisition: Our new-vehicle ordering process is designed to be simple, fast, and effective. Element's North American vehicle ordering platform systematically integrates your fleet's needs and exceptions, increasing efficiency and providing upfront validation of entries to ensure accuracy. Online ordering is simple and policy-driven, so it minimizes the amount of data you need to enter. Orders can be saved, copied, and reused, reducing manual entry even further. Fuel Services: With broad coverage and industry leading security controls, Element's fuel programs provide convenience to your drivers and cost control and visibility to you. Additionally, we integrate our fuel card with other services, such as telematics, to provide better fuel card protection and to improve the accuracy of odometer readings and other vital data. Maintenance Services: Our maintenance advisors have the technical expertise, training, and industry experience to minimize driver downtime and to ensure your vehicles are safe and properly maintained, while reducing your maintenance costs. We deliver this service by employing certified technicians around the clock. Client Garage Management: Our Client Garage Management tool allows clients to consolidate and organize data to drive meaningful insight Collision Services: Our quality control appraisers review every estimate and inspect vehicle damage for cost-saving opportunities. Our licensed appraisers review all repair estimates, using advanced software and technology tools along with highresolution digital imaging to verify the correctness of all suggested repair service charges, minimizing supplemental or unnecessary repair costs.. Personal Usage and Expense: Our Usage & Expense Tracking Reporting program provides taxable benefit reporting tools, making it easy for drivers to log personal and business vehicle usage and helping your organization comply with tax regulations. Element's driver mobile application 'Element ONE' makes submitting monthly mileage a breeze, and mobile notifications to the driver's device ensure reporting timeliness and compliance. Registration Renewal: Our program manages your process from start to finish, working with all 50 states, the District of Columbia, and Puerto Rico. In Canada, the Registration Renewal Program manages renewals in all provinces to provide a seamless experience. Remarketing: Our remarketing experts handle the entire fleet vehicle disposal process,

		from transportation and strategic reconditioning, to pricing and transfer of ownership. Our suite of fleet remarketing services is designed to meet your specific needs. Safety: Element offers our clients the ability to fully customize a safety training program that will maximize savings for their business and reduce the frequency of collisions. Our training modules are convenient and flexible for drivers, with automatic record keeping for fleet managers. Web-based training programs engage drivers through high-impact visuals, crisp audio, interactive exercises and simulation, all of which are reinforced with tracked quizzes. In North America, modules are offered in English, Spanish and French-Canadian. Telematics: Our mobile resource management solution is a fleet module that allows you to gain visibility into the location, condition, and use of your vehicles. As a result, you lower operating costs, CO2 emissions, and downtime while you improve safety, utilization, and compliance. In addition, our expert advisors can analyze your information and provide actionable recommendations. Tolls, Violations, and Compliance: Element's Tolls, Violations, and Compliance program not only makes it easy for you to consolidate billing and help to eliminate violations, it also manages these processes for you, relieving you of administrative tasks while ensuring compliance. Our programs allow for drivers to pay their personal tolls and tickets online, and customized reporting provides you with complete violation activity for compliance and tax purposes. Roadside: In the case of emergency, we know the first priority is keeping your drivers safe and your fleet cared for. Our Roadside Assistance program provides 24/7 coverage for your drivers with the capability of assisting any class vehicle anywhere in North America. Our primary service providers are chosen based on ETAs, service capabilities, service availability, and proximity to disablement location.
91	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Manage: - Accident Management - Acquisition - Remarketing - Safety - Electric Vehicles - Fuel - Maintenance - Reimbursement - Taxable Benefits - Title & Registration - Tolls & Violations - Risk Management Solutions Optimize: - Connected Solutions - Telematics - Driver Productivity & Vehicle Uptime - Fleet Cost Management - Strategic Advisory Services - Fleet Electrification - Fleet Technology - Xcelerate, Element ONE - Autofleet Solutions Strategic Services: - Financing - Fleet Partnership Solutions - Strategic Advisory Services

Table 78: 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	Our proposal includes comprehensive services supporting the acquisition of new on-road vehicles across all classes, configurations, and engine types, available through lease or financing options to meet Sourcewell Participating Entity needs.	*
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	We provide pre-delivery and preparation services, including inspection, installation of parts and accessories, and application of custom vehicle markings to ensure readiness upon delivery.	*
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	Our solution includes preventative maintenance programs, repair services, and customizable service level agreements to maintain optimal fleet performance and uptime for Sourcewell Participating Entities.	*
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	i) Short term rentals: Rentals can be managed against an extended repair or service to ensure rentals are returned timely. Programs vary by supplier, so we recommend working with a program expert to ensure the most beneficial/cost effective policy is established to meet your short-term rental needs. ii) Upfitting: For complex fleets, our engineers and upfitting experts ensure your vehicles and equipment are built to fit your needs. Factory and out-of-stock processes provide for every situation and application - and we follow through until the unit is successfully delivered. iii) Fleet management information technologies: Xcelerate is your customized all-in-one digital fleet hub, providing end-to-end fleet cycle visibility to all identified relevant contacts in Sourcewell Participating Entities.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

Ensure 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- Element Pricing - 2025.xlsx - Thursday November 20, 2025 11:10:52
 - [Financial Strength and Stability](#) - 2024 Annual Report (1).pdf - Tuesday November 18, 2025 10:33:03
 - [Marketing Plan/Samples](#) - Sourcewell 2025 Marketing Plan.pdf - Tuesday November 18, 2025 10:31:04
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Wednesday November 19, 2025 02:56:56
 - [Requested Exceptions](#) - Element Exceptions and Comments Sourcewell.zip - Tuesday November 18, 2025 10:30:25
 - [Upload Additional Document](#) - Additional Documents.zip - Thursday November 20, 2025 09:58:24

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. - Natalie Grmusa, Business Development Representative, Government , Element Fleet Management Corp.

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