

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: D&M LEASING	DATE ISSUED:	12/4/2020
14335 INWOOD ROAD, SUITE 101	CONTRACT NO:	21-DES-R-447
FARMERS BRANCH, TEXAS 75244	CONTRACT TITLE:	ELECTRIC VEHICLE LEASING

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.


The contract documents consist of the terms and conditions of AGREEMENT No. 21-DES-R-447 including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY
EXPIRES: 07/24/2022
RENEWALS: NONE
COMMODITY CODE(S): 06009
LIVING WAGE: N

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> ED CAIN	<u>VENDOR TEL. NO.:</u>	(214) 412-1656
<u>EMAIL ADDRESS:</u> ECAIN@DMAUTOLEASING.COM		
<u>COUNTY CONTACT:</u> MATT DAVILA (DES-EB)	<u>COUNTY TEL. NO.:</u>	(703) 228-6467
<u>COUNTY CONTACT EMAIL:</u> CMDAVILA@ARLINGTONVA.US		

PURCHASING DIVISION AUTHORIZATION

	Procurement Officer	12/4/2020
<small>5D2342428F9D4B4...</small>	Title	Date

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 21-DES-R-447

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Commercial Vehicle Leasing, LLC d/b/a D&M Leasing ("Contractor"), a Texas limited liability company with a place of business at 14335 Inwood Road, Suite 101, Farmers Branch, Texas 75244, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A - Sourcewell Contract #060618-CVL, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Sourcewell and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Sourcewell. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than 07/24/2022 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish fleet management services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to

manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

9. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

11. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

12. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

13. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Ed Cain, President, Government Fleet Services
14335 Inwood Road, Suite 101
Farmers Branch, Texas 75244

Contact Information for the Department (DES – Equipment Bureau)

Cristian Matthew Davila, Project Officer
2701 S. Taylor Street
Arlington, Virginia 22206

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, VA 22201

14. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

15. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

D&M LEASING

DocuSigned by:
AUTHORIZED SIGNATURE: Lucas Alexander
5D2342428F9D4B4...

DocuSigned by:
AUTHORIZED SIGNATURE: Ed Cain
9677B2E86D484E4

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: Ed Cain
President, Government & Commercial Divisions

DATE: 12/4/2020

DATE: 12/4/2020

EXHIBIT A

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Commercial Vehicle Leasing LP DBA D&M Leasing

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Ability to sell and Service Nationwide 21.) page 5	Ability to perform services in US Territories	D&M does not currently do business in US Territories	Sourcewell, formerly NJPA accepts

Proposer's Signature: Charles E. Cain Date: 5/23/18

NJPA's clarification on exceptions listed above:

LEGAL
HCP
Initials
July 13, 2018
Date

Contract Award
RFP #060618

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT SERVICES

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Commercial Vehicle Leasing, LP DBA D&M Leasing

Date: 5/23/18

Company Address: 2730 N. Hwy 360

City: Grand Prairie

State: Texas

Zip: 75050

CAGE Code/DUNS: _____

Contact Person: Charles E. Cain

Title: President, Government Fleet Services Division

Authorized Signature: Charles E. Cain CHARLES E. CAIN
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract # 060618-CVL

Proposer's full legal name: Commercial Vehicle Leasing LP DBA D&M Leasing

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

78144D620E884E3...
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coauette

3F75ED2BA647446...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-CVL

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name COMMERCIAL VEHICLE LEASING LP DBA D&M LEASING

Authorized Signatory's Title PRESIDENT, GOVERNMENT FLEET SERVICES

Charles E. Cain
VENDOR AUTHORIZED SIGNATURE

CHARLES E. CAIN
(NAME PRINTED OR TYPED)

Executed on 7/24, 2018

Sourcewell Contract # 060618-CVL

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

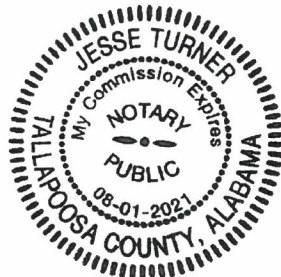
[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: COMMERCIAL VEHICLE LEASING, LP DBA DEM LEASING
Address: 2730 N. HWY 360
City/State/Zip: GRAND PRAIRIE, TX 75050
Telephone Number: 214-412-1656
E-mail Address: ECAIN@DMAUTOLEASING.COM
Authorized Signature: Charles E. Cain
Authorized Name (printed): CHARLES E. CAIN
Title: PRESIDENT, GOVERNMENT FLEET SERVICES
Date: 5/24/18

Notarized

Subscribed and sworn to before me this 24th day of May, 20 18
Notary Public in and for the County of Tallapoosa State of Alabama
My commission expires: 08/01/2021
Signature: Jesse Turner





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Commercial Vehicle Leasing, LP DBA D&M Leasing

Questionnaire completed by: Charles E. Cain, President, Government Fleet Services Division

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Net 10

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes, D&M can tailor the funding to meet the needs of the member. D&M offers lease option for cars, trucks, police cars, school buses, ambulances, firetrucks, etc. Whatever vehicle needs a school or government might need, D&M can provide the funding for it.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

The following is the standard order process D&M undergoes with the customer. All processes will be managed by D&M.:

- Needs discovery- type of vehicle, necessary options, any necessary aftermarket equipment, usage, estimated annual mileage, desired financing options
- A Lease Quote will be generated showing the cost of the vehicle and desired funding parameters
- If the member would like to proceed with ordering the vehicle(s) the quote will be signed (this gives D&M and customer a receipt of what the customer is requesting)
- Required paperwork to be completed: Credit application, authorized signer paperwork, D&M Master Lease Agreement, PO from member, etc. (must be received prior to ordering vehicle)
- Detailed customer information is captured in D&M internal system unique "customer number" is assigned to the Member
- Order submitted to the OEM. D&M assigns each vehicle a unique "unit number" which is linked to the "customer number".
- At delivery, a "schedule" is produced and sent to the member which details vehicle data and financing terms. Simultaneously, a billing statement is produced and sent to the member
- NJPA Report will be updated to reflect member purchase

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

No, we do not accept a P-card for payment.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
All vehicles, regardless of whether they are leased or purchased, are covered under the manufacturer's warranty. These warranties vary by make and model and include parts and labor. Additionally, D&M offers a "Full Maintenance" program in which the maintenance costs are fixed and guaranteed during the life of the lease. The Full Maintenance program covers routine maintenance items such as oil changes, mechanical failure such as a transmissions and engine, and can be tailored to the needs of the member to include certain "wear items" such as tires and brakes. Full maintenance does include parts and labor.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
OEM warranties do have stipulations which can affect coverage. An example would be adding aftermarket equipment that changes the performance of the vehicle. D&M's Full Maintenance program is calculated by vehicle category and usage (term/annual mileage). There are no usage restrictions or limitations however, repairs arising from either neglect or abuse are not covered.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
No. Vehicles are either towed or driven to the repair facility where the work will be performed.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
OEM's require warranty service to be provided at authorized facilities such as a dealership or state maintenance shop. D&M's Full Maintenance program utilizes service centers nationwide (both manufacturer/dealerships, national account vendors and independent maintenance facilities). However, where population is less dense, so too will be the number of maintenance facilities serving that population.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
OEM warranties are used when applicable and all vehicles will be serviced in accordance with Manufacturers warranty at participating facilities.
- What are your proposed exchange and return programs and policies?
Vehicles are built to the exact specifications of the customer and therefore cannot be exchanged or returned without possible financial repercussions.

6) Describe any service contract options for the items included in your proposal.

We offer a Full Maintenance program (where maintenance costs are fixed and guaranteed during the life of the lease), Maintenance Management (where maintenance costs are billed to the end user as they occur), Accident Management, Driver Safety, Insurance Coverage, Telematics, Fuel Card and custom reporting.

D&M can provide a customized solution to meet the needs of any member.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

D&M is a needs based fleet management provider. Our goal is to lift as much of the burden of managing the fleet from the member's shoulders as possible. We have programs that provide solutions for every facet of operating a fleet. During our initial needs assessment we identify areas where our programs or services may/may not be beneficial to the member. Products and services include: Lifecycle analysis, Full Maintenance program (where maintenance costs are fixed and guaranteed during the life of the lease), Maintenance Management (where maintenance costs are billed to the end user as they occur), Accident Management, Insurance (Physical Damage and Liability Coverage),

Emergency Roadside Assistance, Glass Repair and Replacement, Rental Replacement Vehicles, Vehicle Disposal, a Driver Safety Program, Telematics, Fuel Card and custom reporting.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Complete the attachment shown below in Excel format and submit as part of your pricing response. The workbook is included as part of the forms package and is titled "Pricing Grid."

Pricing Grid			
	Type	Charged/Percentage	Details
Acquisition			
Interest Rate Index Used	Treasury SWAP		3 year Treasury SWAP for leases 3 years and under. Leases over 3 years will be based on 5 year Treasury SWAP. Rate is locked at date of delivery.
Basis Points (addor)		Standard 255 BP adder is based upon credit worthiness and tax-exempt status of member as well as current tax laws. Adder may be adjusted up or down based upon the above criteria.	Members who qualify for tax-exempt status and choose to fund as a "Municipal Lease" will receive a 21% discount off of the interest rate based upon current tax laws.
Factory Order Vehicles	Domestic	Manufacturers' Invoice minus (-) applicable Government Fleet Incentives	
Factory Order Vehicles	Foreign	3% over Manufacturers' Invoice minus (-) applicable Government Fleet Incentives	
Dealer Stock Vehicles	Domestic	4% over Manufacturers' Invoice minus (-) applicable Government Fleet Incentives	Any dealership fees or charges incurred in the acquisition of the vehicle will be passed to the member.
Dealer Stock Vehicles	Foreign	4% over Manufacturers' Invoice minus (-) applicable Government Fleet Incentives	Any dealership fees or charges incurred in the acquisition of the vehicle will be passed to the member.
% Incentives Passed to Customer			

Federal Tax Incentives		100%	
State Tax Incentives		100%	
Manufacture Incentives		100%	
Maintenance			
Fixed Maintenance		Category 1: cars, mini-vans, SUV's, and light-duty trucks: 5 cents/mile with (1) set of tires and (1) set of brakes up to 100,000 miles. Category 2: Cargo Vans and trucks up to 1 ton: 6 cents/mile with (1) set of tires and (1) set of brakes up to 100,000 miles. Maintenance cost is charged monthly based upon vehicle, lease term, and estimated annual mileage.	Additional charge for electric vehicles, exotic vehicles, aftermarket equipment, 4WD/AWD vehicles, dual rear wheels and diesel engines. Does not cover neglect or abuse.
Occurance Maintenance		\$4 per month per vehicle	There is an out-of-network charge of 10%. However, every attempt will be made to enroll out-of-network providers onto the program to eliminate the charge. If warranted, to ensure the best pricing, service, and turn-around, D&M will solicit an RFP on the customer's behalf to all repair facilities within the customer's geographic footprint.
Fees			
Management Fee		0.08%	Based off of the delivered cost of the vehicle and charged monthly.
Services Charge		\$250	Due at lease termination
Lease Termination Fee	n/a		
Interim Interest	Yes/No Yes		How is it calculated? Leases begin on the first of the month. A member who takes delivery of a vehicle prior to the 1 st will be

			charged interest for the pro-rated portion of the days they have possession of the vehicle prior to the 1 st when the lease begins.
Resale Fee	Auction Fees	At cost	Any fees associated with the transportation and selling of the vehicle.
Provide fee not listed + rate	License Renewals (if member requests this service)	At cost	Any fees associated with processing license renewal.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Discounts will vary based upon vehicle chosen but will fall between 10 – 30% off MSRP.

10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

As a global offering for 50,000 members, it is understood that not every member’s volume participation will be equal. Therefore, D&M structured the pricing to be aggressive across the board but understands that members seeking extremely large quantities of vehicles may seek additional concessions. Those opportunities will be evaluated on a case by case basis and in consultation with NJPA.

12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

Sourced items such as aftermarket equipment will be at cost.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

License, registration, taxes and any fees associated with securing the registration (local, state, federal government) will be invoiced as paid at cost. Other items may include: Courtesy Delivery fee (charged by the delivering dealer),

transportation to the member and fuel (dealership, transport company or D&M) will be billed at net cost; there will be no mark up.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Vehicles are shipped from the OEM to a local dealer in proximity to the member. The “delivering dealer” determines their fee for “Courtesy Delivery”. Courtesy Delivery entails inspecting, cleaning and possibly registering the vehicle. The member has input on who the delivering dealer will be but D&M is not in control of the fee for Courtesy Delivery. The fee for Courtesy Delivery will be at cost. Costs associated with transporting the vehicle to receive aftermarket equipment or the member’s location will be at cost.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Same as above

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

For immediate needs, sourced vehicles can be purchased from dealer inventory will have delivery costs determined at time of purchase.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

D&M’s system allows for a standard pricing model unique to NJPA members. This will alleviate the need for a manual entry. To track quarterly administrative fees due to NJPA, D&M will utilize a unique NJPA code to track all member purchases. This coding will allow D&M to easily source vehicles delivered to NJPA members from other customers.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

D&M understands that the pricing contained in this proposal is for the global membership and it will be imposed if a member is seeking 1 vehicle or 100 vehicles as part of the contract. As a service provider and not the manufacturer, a fee based upon a percentage of the vehicle cost would be onerous to D&M because our margins do not increase at an exponential rate with the cost of the vehicle. Additionally, it is labor intensive to onboard a new customer who only orders a few vehicles at a time. D&M believes it would be best to charge a per unit fee which gradually rises based upon the total orders accumulated for the quarter. For example:

<u>Quarterly Volume</u>	<u>Per Unit Fee</u>
1-100	\$150
101+	\$250 (retroactive back to unit 1)

*If a member seeks additional concessions from D&M due to a large volume order, D&M may ask NJPA to participate by waiving some of the administrative fee in order to secure the business from the member.

Industry-Specific Questions

- 19) Describe your available vehicle maintenance program(s).

D&M offers two maintenance programs: the Full Maintenance program (where maintenance costs are fixed and guaranteed during the life of the lease), and Maintenance Management (where maintenance costs are billed to the end user as they occur). D&M recommends work be performed by reputable providers with access to the latest diagnostic software and mechanics familiar with the type of vehicle being serviced. It is preferable that work be done by ASE

certified mechanics. Administering the maintenance program for D&M are ASE certified mechanics who will work with repair facilities to see repairs are diagnosed properly and necessary work is performed quickly and for a fair price. Locations approved for service are unlimited and the process is convenient for drivers. Work can be performed through dealerships and national brand name vendors, such as: Bridgestone/Firestone, JiffyLube, Goodyear, NTB, Walmart and Pep Boys to name a few. All routine maintenance as well as major mechanical items are included in the service based on standard manufacturer service intervals.

- 20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.

At D&M, our goal is to never leave a driver stranded. For members utilizing our maintenance or risk management programs, we offer a network of suppliers throughout the U.S. and Canada who can provide interim rental vehicles to keep your drivers on the road. We can arrange for a rental vehicle to meet your driver at a maintenance/repair facility, home or business.

- 21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.

D&M can provide all current alternative fuel vehicles on the market.

- 22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

D&M does not warranty any vehicles. Natural gas vehicles and propane vehicles will be subject to vehicle maintenance guidelines and warranty provisions stipulated by the OEM. End user will be expected to follow the OEM maintenance guidelines. If a member chooses to participate in D&M's telematics, maintenance and custom reporting programs, a service reminder system can be developed to track necessary maintenance and warranty provisions stipulated by the OEM.

Signature: _____

Charles E. Cain

Date: _____

5/23/18