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A. Wherever the Sourcewell Contract refers to Sourcewell, formerly the National Joint Powers Alliance, it shall be deemed to refer to the City of Long Beach;

B. Contractor shall lease Vehicles of substantially the same type and kind leased under the Sourcewell Contract, except as modified by Exhibit "B" attached hereto and incorporated by this reference, in an annual amount of One Hundred Twenty Five Thousand Six Hundred Fifty Six Dollars (\$125,656), inclusive of tax and fees, until the Sourcewell Contract expires on July 24, 2022, with the option to renew for one (1) additional one-year period, at the discretion of the City Manager. To the extent that the Sourcewell Contract and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) the Sourcewell Contract.

C. Payment for the Vehicles leased from Contractor by the City shall be made by the City on delivery to and acceptance of the Vehicles by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.

D. All warranties shall accrue to the City of Long Beach.

E. The City may terminate this Contract by giving thirty (30) days prior notice of termination to Contractor.

F. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District.

G. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain, at Contractor's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section

1 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
2 by A.M. Best Company, the following insurance:

3 1. Commercial general liability insurance (equivalent in
4 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
5 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
6 This coverage shall include but not be limited to broad form contractual
7 liability, cross liability, independent contractors liability, and products and
8 completed operations liability. City, its boards and commissions, and their
9 officials, employees and agents shall be named as additional insureds by
10 endorsement (on City's endorsement form or on an endorsement equivalent
11 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
12 shall contain no special limitations on the scope of protection given to City,
13 its boards and commissions, and their officials, employees and agents. This
14 policy shall be endorsed to state that the insurer waives its right of
15 subrogation against City, its boards and commissions, and their officials,
16 employees and agents.

17 2. Workers' Compensation insurance as required by the
18 California Labor Code and employer's liability insurance in an amount not
19 less than \$1,000,000. This policy shall be endorsed to state that the insurer
20 waives its right of subrogation against City, its boards and commissions, and
21 their officials, employees and agents.

22 3. Professional liability or errors and omissions insurance
23 in an amount not less than \$1,000,000 per claim.

24 4. Commercial automobile liability insurance (equivalent in
25 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
26 an amount not less than \$500,000 combined single limit per accident.

27 Any self-insurance program, self-insured retention, or deductible must
28 be separately approved in writing by City's Risk Manager or designee and shall

1 protect City, its officials, employees and agents in the same manner and to the same
2 extent as they would have been protected had the policy or policies not contained
3 retention or deductible provisions.

4 Each insurance policy shall be endorsed to state that coverage shall
5 not be reduced, non-renewed or canceled except after thirty (30) days prior written
6 notice to City, shall be primary and not contributing to any other insurance or self-
7 insurance maintained by City, and shall be endorsed to state that coverage
8 maintained by City shall be excess to and shall not contribute to insurance or self-
9 insurance maintained by Contractor. Contractor shall notify City in writing within five
10 (5) days after any insurance has been voided by the insurer or cancelled by the
11 insured.

12 If this coverage is written on a "claims made" basis, it must provide for
13 an extended reporting period of not less than one hundred eighty (180) days,
14 commencing on the date this Agreement expires or is terminated, unless Contractor
15 guarantees that Contractor will provide to City evidence of uninterrupted, continuing
16 coverage for a period of not less than three (3) years, commencing on the date this
17 Agreement expires or is terminated.

18 Contractor shall require that all sub-contractors or contractors that
19 Contractor uses in the performance of these services maintain insurance in
20 compliance with this Section unless otherwise agreed in writing by City's Risk
21 Manager or designee.

22 Prior to the start of performance, Contractor shall deliver to City
23 certificates of insurance and the endorsements for approval as to sufficiency and
24 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
25 insurance, furnish to City certificates of insurance and endorsements evidencing
26 renewal of the insurance. City reserves the right to require complete certified copies
27 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
28 time. Contractor shall make available to City's Risk Manager or designee all books,

1 records and other information relating to this insurance, during normal business
2 hours.

3 Any modification or waiver of these insurance requirements shall only
4 be made with the approval of City's Risk Manager or designee. Not more frequently
5 than once a year, City's Risk Manager or designee may require that Contractor,
6 Contractor's sub-Contractors and contractors change the amount, scope or types of
7 coverages required in this Section if, in his or her sole opinion, the amount, scope
8 or types of coverages are not adequate.

9 The procuring or existence of insurance shall not be construed or
10 deemed as a limitation on liability relating to Contractor's performance or as full
11 performance of or compliance with the indemnification provisions of this Agreement.

12 2. Neither this Agreement nor any money that becomes due to
13 Contractor under this Agreement may be assigned by Contractor without the prior written
14 consent of the City Manager or his designee.

15 3. Any notice given under this Agreement shall be in writing and
16 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
17 delivered or mailed to Contractor at the relevant address first stated above, and to the City
18 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
19 shall be deemed given three days after deposit in the mail.

20 4. The terms appearing on the Sourcewell Contract are incorporated in
21 this Agreement.

22 5. Contractor shall cooperate with the City in all matters relating to self-
23 accrual of use tax. Contractor shall contact the City Treasurer for additional information
24 regarding self-accrual.

25 6. This Agreement and all documents which are incorporated by
26 reference in this Agreement constitute the entire understanding between the parties and
27 supersede all other agreements, oral or written, with respect to the subject matter of this
28 Agreement.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ENTERPRISE FM TRUST INC., DBA
ENTERPRISE FLEET MANAGEMENT,
INC., a Missouri corporation

_____, 2020

By *Bryan Jurick*
Name Bryan Jurick
Title AVP

_____, 2020

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

January 12, ~~2020~~ ²⁰²¹

By *Sandra J. Jakem*
Name Sandra J. Jakem
Title City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City"

This Agreement is approved as to form on *January 12*, ~~2020~~ ²⁰²¹

CHARLES PARKIN, City Attorney

By *[Signature]*
Deputy

EXHIBIT “A-1”

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-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. *8-27-18*

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:

Jeremy Schwartz
7/14/2018 10:05:13 AM
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coauette
3/7/2018 12:54:17 PM
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

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

Vendor Name Enterprise Fleet Management, Inc. *8-27-18*

Authorized Signatory's Title Assistant Vice President

[Signature]
VENDOR AUTHORIZED SIGNATURE

Alvin Griesler
(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM



FLEET MANAGEMENT

Enterprise Fleet Management is a privately-held, full-service fleet management business for companies, government agencies and other organizations operating medium-sized fleets of 20 or more vehicles, as well as those seeking an alternative to employee reimbursement programs. Enterprise Fleet Management is an affiliate of Enterprise Holdings Inc. and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our customers. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 470,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light- and medium-duty trucks and service vehicles.

Your Total Transportation Solution

Enterprise Fleet Management and our affiliate, Enterprise Holdings, together offer a total transportation solution. Combined, these businesses — which include car rental, car sharing, truck rental, fleet management, and retail car sales — accounted for \$22.3 billion in revenue and operated nearly 1.9 million vehicles throughout the world in fiscal year 2017.

Enterprise Fleet Management provides customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting. This means NJPA members will receive constant evaluation of their holding costs to ensure minimal operating expenses.

Dedicated, Local Account Management

Each member will have a dedicated, local account team to proactively manage and develop their fleet while delivering the highest level of customer service to facilitate day-to-day needs. We have more than 50 local offices across North America that can quickly arrive in person to address any fleet needs for NJPA members.

Enterprise will provide monthly management reports consisting of a single invoice of all applicable charges — lease, maintenance, and insurance. These reports may also be viewed online for immediate access. Our team will meet with your members quarterly — or more often, if necessary — to discuss these reports and ensure their programs are working exactly as intended.

Peace of Mind Maintenance

Enterprise's Full Maintenance program will handle all factory-recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.) as well as all incidentals and parts required for preventive maintenance (fluids, belts, hoses, etc.), including wheel alignments, and all unscheduled and common repairs (engine, transmission, battery, etc.) for almost any vehicle.

The cost of the program is fixed, budgeted, and inflation-proof, which can significantly reduce overall maintenance expenses. It also includes 24-hours-a-day, seven-days-a-week emergency roadside assistance — reducing administrative effort and downtime.

Enterprise partners with more than 80,000 maintenance providers nationwide, which allows us to pass along cost savings and provide convenience to NJPA and your members.

Looking Toward the Future

Ranked as one of America's Largest Private Companies, we are, together with our affiliate Enterprise Holdings, unparalleled in size, strength, and stability. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of this partnership.

Enterprise Fleet Management combines expertise and industry-leading value to provide your organization with the most comprehensive option in the marketplace. We are committed to providing a wide array of options to NJPA in 2018 and beyond.



Form A

**PROPOSER QUESTIONNAIRE- General Business Information**

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: Enterprise Fleet Management **Questionnaire completed by:** Dain Giesle

Please identify the person NJPA should correspond with from now through the Award process:

Name: Dain Giesle, AVP of Fleet Management **E-Mail address:** Dain.E.Giesle@efleets.com

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

Legal Name	Enterprise Fleet Management, Inc.
Headquarters Address	600 Corporate Park Drive, St. Louis, MO 63105
Email	Dain.E.Giesle@efleets.com
Federal Tax ID	
Phone	314-274-5428

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the FLEET MANAGEMENT SERVICES industry.

Background and History

In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.

In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.

In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.

Today, with 100,000 employees, 1.9 million vehicles, and annual revenue of \$22.3 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.

Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.

Founding Values

Our founder, Jack Taylor, did not talk about founding values when he started his small business back in 1957. He and his team lived them. These values have been the foundation for our growth and success through the decades. Today, this simple yet powerful set of beliefs is more critical than ever to our continued success. It is what drives us and is how we hold ourselves accountable every day.

Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:

- Our brands are the most valuable things we own.
- Personal honesty and integrity are the foundation of our success.
- Customer service is our way of life.
- Our company is a fun and friendly place, where teamwork rules.
- We work hard...and we reward hard work.
- Great things happen when we listen...to our customers and to each other.
- We strengthen our communities, one neighborhood at a time.
- Our doors are open.

Business Philosophy

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your individual members to proactively create, implement, and manage a cost-effective total transportation solution that meets their specific needs.



FLEET MANAGEMENT

Enterprise is a registered trademark of Enterprise Rent-A-Car, Inc. and its subsidiaries. All other trademarks are the property of their respective owners.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Industry Experience and Longevity

Enterprise Fleet Management has been providing fleet management services to both private and public entities since the company's founding in 1957. Together with Enterprise Holdings, our affiliate, we own and operate 1.9 million vehicles worldwide, which allows us to offer efficient and cost-effective fleet management solutions.

Enterprise is the second-largest fleet leasing company in North America and has been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive financial outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.



FLEET MANAGEMENT

All other marks are the property of their respective owners.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

3) Provide a detailed description of the products and services that you are offering in your proposal.

Enterprise offers a complete fleet management program for organizations of all sizes. We will manage your members' vehicles through their entire lifecycle — from acquisition to disposal.

- **Local Account Management** — Our program relieves our customers of the burden that comes with managing an entire fleet of vehicles. Enterprise Fleet Management's dedicated account management teams will proactively manage every aspect of your members' fleet needs — making recommendations on the most cost-effective vehicles, determining the best time to order or sell vehicles, monitoring the fleet to ensure efficiency, and helping with billing, accounting, and reporting needs.
- **Leasing and Financing** — Enterprise offers a number of customizable leasing and financing options, and we will work closely with each agency to determine the best leasing option for the individual programs.
- **Vehicle Acquisition** — As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We will work with each organization to ensure that the proper vehicles are ordered and that the vehicles are delivered quickly and efficiently.
- **Maintenance Programs** — We provide a Full Maintenance and Maintenance Management program. These programs greatly reduce the time and funds that are routinely spent on fleet vehicles.
- **Technology** — Enterprise customers have access to our highly-customizable website, online reporting and analysis tools, customizable dashboards, and our recently updated mobile app.
- **Registration and Renewals** — Enterprise Fleet Management manages the registration, renewals, and title for every vehicle from the time of purchase until it is transferred to a new owner, when applicable.
- **Remarketing** — Enterprise Fleet Management utilizes an industry-leading 700 remarketing professionals who work directly with franchise and independent dealers, auction houses, and other channels to efficiently remarket and sell fleet vehicles.
- **Fuel Card** — We partner with WEX for fuel card services, and the card is accepted at more than 90 percent of stations in the U.S.
- **Telematics** — Through a partnership with Geotab, we provide a telematics program that offers real-time tracking, along with a wide range of additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics.
- **Coverage Options** — We can provide a variety of coverage options for fleet vehicles, including accident management, physical damage protection, and a brokered liability program with a primary insurer.
- **Driver Safety** — Through a combination of internal services and third-party partnerships, Enterprise Fleet Management is able to provide a comprehensive safety program that reduces your risk and improves the safety of your drivers.
- **Upfitting** — Enterprise will coordinate the up-fitting of necessary aftermarket equipment. We have a large network of vendors both at the national and local level to assist with this process in a quick and cost-effective manner.

Please see the following pages for more details on the products and services offered by Enterprise Fleet Management.



FLEET MANAGEMENT

Enterprise Fleet Management is a registered trademark of Enterprise Fleet Management, Inc. All other marks are the property of their respective owners.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Local Account Management

Enterprise will assign a local account management team to each NJPA member. This local team will manage all aspects of the member's program, including:

- Customer service
- Vehicle acquisition and ordering
- Remarketing
- Data Analytics allowing real time decision making
- Consultation and proactive program planning
- License, tag, and title
- Accounting
- Traffic violations and citations



The goal of our local, dedicated teams is to proactively manage every aspect of each client's fleet — making recommendations on the most cost-effective vehicles, determining the best time to order or sell vehicles, monitoring the fleet to ensure efficiency, and helping with billing, accounting, and reporting needs.

With more than 50 fully-staffed regional offices across the U.S. and Canada, NJPA members will receive local service and support from an experienced team, along with the oversight, infrastructure, and resources from our centralized corporate operations.

Each Enterprise Account Manager will be responsible for conducting quarterly reviews of the member's program to ensure that it is operating optimally and that members are happy with how it is functioning. We will also perform an annual account review to compare year-over-year cost savings and validate current initiatives. The local account management teams will meet with your members regularly — and as often as needed — to review opportunities for future savings and discuss any potential improvements.

Leasing and Financing

Enterprise offers a range of customizable funding solutions and leasing options. We will consult with each NJPA member to find the best option or options that fit both their financial and operational needs. Lease terms can be customized to each individual vehicle as well, which means we can provide a lease option that is most cost-effective for each fleet vehicle's use, driving pattern, anticipated mileage, etc.

- **Open-Ended Lease:** the member can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill back the difference.
- **Closed-End Lease:** allows for a lower monthly payment based on vehicle usage.
- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Traditional Purchase Finance:** allows the member to take ownership of the vehicle at the end of the financed/lease term.

For more details on Enterprise's lease and financing options, please see Form P.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Vehicle Acquisition

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of



the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

Enterprise will perform a cost analysis of each member's fleet to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that they are using the most cost-efficient vehicles for their specific needs. We will work with each NJPA member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

We track orders with the manufacturers throughout the process. Drivers can check

the status of their vehicle through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Maintenance Programs

We deliver value by saving time and money for our customers. In 2017, Enterprise Fleet Management generated a total of \$40.8 million in maintenance and repairs savings for our customers.

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.



- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- The organization can setup and send automatic service reminders through Enterprise's website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

Maintenance Management

With the Maintenance Management program, Enterprise's team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Maintenance and Repair Process

All maintenance is coordinated through Enterprise using the support of our local network of facilities. This reduces involvement on repairs and maintenance for our customers because estimates for time and costs are eliminated.

The maintenance process is facilitated by an Enterprise team of ASE-certified technicians. Our department's experience includes:

- 137 technicians — more than 92 percent have ASE certifications
- Average of 10 ASE certifications per technician
- Because of strong participation in the ASE program, Enterprise has been named a Blue Seal of Excellence Facility for 20 years in a row

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Technology

Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.

- **Customer Website** – Complete oversight on entire fleet and individual vehicles
- **Mobile App** – Convenience for drivers
- **Fleet Planning Toolkit** – The right vehicles at the right cost
- **Annual Client Review** – Identify and lower costs
- **Auto Integrate** – Minimize downtime

Please see the Value-Added Attributes section for more details on how Enterprise leverages our technology and online tools to provide convenience and lower costs for our customers.

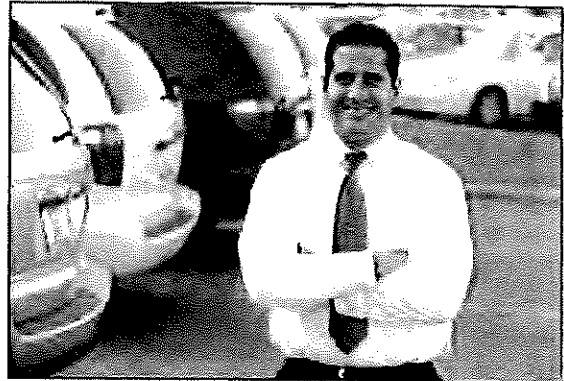
Registration and Renewals

Enterprise Fleet Management offers a full range of license and title services, including initial registration, renewal, state transfers, duplicate requests, and other DMV transactions. Our team is experienced and committed to handling all license and title services timely and efficiently, with minimal involvement from the customer. Our knowledge and experience in all 50 states and throughout Canada ensures a smooth process, and adds value to the NJPA fleet program by providing a seamless, hands-off registration and titling service.

Remarketing

At the end of the lease term, the local account team will work directly with drivers to schedule a convenient time to have the vehicles dropped off or picked up, and taken to our remarketing lot. At this lot, vehicle condition will be assessed and a marketing strategy unique to each unit will be put into place.

Enterprise will determine the best channel or channels to remarket each member's vehicles, whether it is dealer-direct, online, or in the auction lane. We will work to maximize the sale of fleet vehicles, returning the greatest amount of equity as quickly as possible.



We use multiple channels to remarket our vehicles, and we employ an industry-leading 700 remarketing professionals to remarket vehicles directly to both franchise and independent dealers. We also retain a professional staff that specializes in auctions for both straight and damaged vehicles. Whether it is in the auction lanes or online, we have solid relationships with most of the major and independent auction houses in the country. However, most of our vehicles are sold directly to dealers, which allows us to avoid auction fees and additional charges.

The local account team will be the single point of contact and will manage the disposal process wherever the vehicles are located. We have remarketing locations in the United States, Canada, and Europe to handle the proper disposal of each fleet. Our decentralized sales team allows us to be experts in all markets in which we operate.

Our team has consistently outsold the industry-standard Black Book Commercial Value Index, and we rank our staff based on the time taken to pick up, assess, market, and sell vehicles in order to return equity as quickly as possible for our clients. We currently average 17 days from the time we are notified until the vehicle has been sold. In addition, as opposed to some of our competitors, we stop lease charges as soon as the vehicle is in our possession — not when the vehicle sells.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Fuel Card

We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits:

- **Convenience:** Card accepted at more than 180,000 U.S. locations
- **Security:** Cards with driver identification issued to the driver assigned to the vehicle
- **Control:** Card program offers various controls to help manage your fleet's fueling expenses

WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis.



Our account management teams will work with each member to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

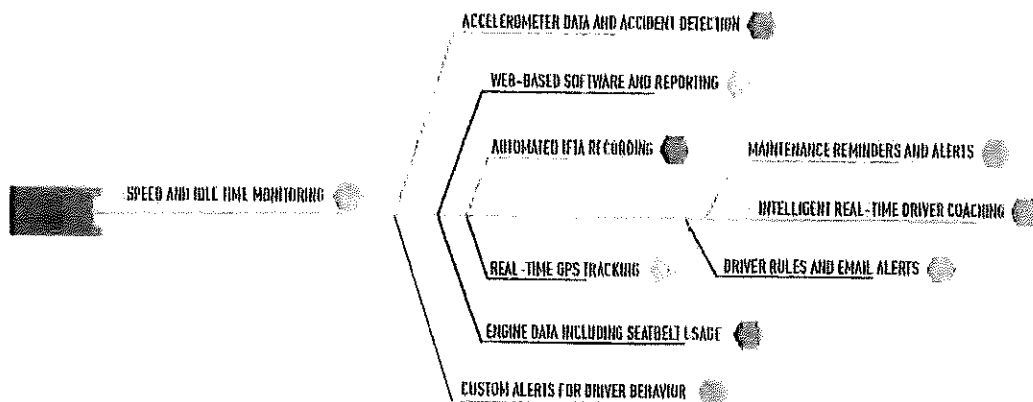
- Review transaction activity
- Identify potentially abusive or fraudulent behavior
- Notify customers when such behavior occurs

Telematics

Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to our fleet programs by addressing the following needs:

- **Safety:** Breakthrough accident detection, safer driving behavior, in-vehicle driver coaching
- **Cost Reduction:** Lowered worker's compensation claims, lowered bent metal costs
- **Productivity:** Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring
- **Engine Health:** Engine diagnostics, improved preventative maintenance, overall improved vehicle health
- **Compliance:** Accurate HOS and/or IFTA reporting

Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Coverage Options

Accident Management Program

The Enterprise Accident Management Program is designed to simplify the vehicle repair process. This program helps increase efficiency and reduce distractions by:

- providing 24/7 roadside assistance
- requiring only one estimate
- giving drivers accessibility to our nationwide network of body shops
- submitting claims information to your insurance carrier if necessary

We want to get drivers back on the road safely, timely and in a cost-effective way. We have designed the Accident Management Program so NJPA members can:

Stay focused on their business. Claims are handled with limited driver involvement, so the entire process causes minimal distraction from their core responsibilities.

Decrease driver downtime. Our relationships with local body shops ensure that repairs are accomplished as quickly as possible and that each vehicle is safe to drive.

Lower costs. Enterprise has one of the lowest industry cost-average for repairs. Most shops discount parts and labor, which is typically passed on to the clients.

Make only one call. Our Claims Support Coordinators will help with all aspects of the process, including roadside assistance, claims handling, arbitration management, vehicle replacement, and much more; this reduces both "windshield time" and excess fuel consumption.

Physical Damage Coverage

Enterprise can provide Physical Damage Coverage for the leased vehicles upon receipt of loss runs. The Physical Damage Program is designed to minimize our customers' losses and help get the fleet vehicles back on the road. With one phone call the towing, bodywork, loaner car, subrogation, and reporting will all be handled by our Loss Control Team.

- **One-Call Service** — Enterprise has a single phone number for both maintenance and insurance issues. Through this number, we can quickly arrange towing, provide repair estimates, and reserve rental vehicles. Enterprise handles all details of each incident for the convenience of our clients.
- **Discounted Parts and Labor Pricing** — When a vehicle is repaired at an approved facility, Enterprise negotiates lower rates on parts and labor. Our shops work to minimize downtime while vehicles are in repair.
- **Monthly Billing with No Interest Cost** — Fees are paid monthly, along with vehicle payments. There are no large cash deposits upfront nor any interest assessed on the unpaid portion, which reduces costs and increases cash flow.
- **Strong Commitment to Quality Repair** — Poor work can affect resale value. Our shops guarantee their work, and they fix any problems with recent repairs free of charge.
- **Total Losses Handled** — Your members will not be at risk if the book value exceeds the market value of the vehicle.
- **Consolidated Billing** — No additional check writing or administration time is required. Any expenses appear on the regular monthly billing statement.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Physical Damage Management

With this option, customers can select the deductible. Most customers select deductibles of \$1,000 comprehensive and \$1,000 collision. Some of the features of this program that make it unique and attractive to our customers include:

- No down payment to initiate the policy.
- Annual policy with composite rating to allow for easy budgeting.
- No true-up or premium audits — the charges are billed on your monthly statement from Enterprise Fleet Management. If a vehicle is added or deleted mid-month, the charges on the monthly lease statement are prorated to reflect the actual number of days the vehicle was covered.
- No finance charges or additional monthly fees are charged.
- Enterprise's National Claim center will manage vehicle repairs. They pay the body shop directly for the entire amount of the repairs. Any customer share of the claim is included in the amount paid to the body shop and, when appropriate, is billed on the monthly Enterprise statement.
- Under-deductible claims are managed for no additional cost and have no impact on the customer's overall loss experience. These costs are conveniently billed on the next monthly lease statement so drivers have no out-of-pocket expense.

Brokered Liability Program / Commercial Auto Policy

Enterprise has partnered with Marsh Sponsored Programs, a division of Marsh USA, Inc., to develop an exclusive program for customers of Enterprise Fleet Management. This program helps complete our total fleet management package by allowing customers to receive a consolidated statement reflecting all their fleet costs — including insurance — on one monthly invoice.

The commercial auto policy has an AMBest rating of A+ (Superior), which is one of the highest ratings available for the insurance industry.

The policy includes the following options:

- Liability – \$1 Million Combined Single Limit
- Uninsured/Underinsured Motorist Coverage – different options available
- Statutory Personal Injury Protection
- Medical Payments – \$5,000
- Hired Auto Liability (optional)
- Non-Owned Liability (optional)

Driver Safety

Through a combination of internal services and third-party partnerships, Enterprise Fleet Management is able to provide a comprehensive safety program that reduces risk and improves the safety of drivers.

- **Vehicle Selection:** Safety standards and new technology means safer vehicles
- **Policy Consultation:** The local Enterprise team can provide guidance that covers key safety policies and risk management
- **Telematics:** Real-time data, safety features, vehicle diagnostics, and compliance through our Geotab option
- **Driver Training:** Web-based training through a partnership with AlertDriving
- **Driver Monitoring:** MVR records and comprehensive driver monitoring through a partnership with SambaSafety
- **Insurance Coverage:** Enterprise Fleet Management offers a full range of coverage options

More details on these options and various programs can be provided.



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

4) What are your company's expectations in the event of an award?

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.

It would be Enterprise's expectation that NJPA and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.

5) 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.

Enterprise Fleet Management — together with our affiliate Enterprise Holdings, which is ranked No. 13 on the Forbes America's Largest Private Companies list — is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.

Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB from BBB-. This reflects the financial strength of our company and our long-term approach to our business.

Fiscal Year	Annual Worldwide Revenue
2017	\$22.3 billion
2016	\$20.9 billion
2015	\$19.4 billion

All reported numbers include Enterprise Fleet Management and affiliate Enterprise Holdings.

6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?

Enterprise Fleet Management has grown to become the second-largest fleet leasing company in North America and has been operating in the industry for decades. Our stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry. Market share information for Canada is not currently available.

7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

No.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
- a) If your company is best described as a distributor/dealer/reseller (or similar entity), please 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, please 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?

Enterprise Fleet Management is best described as a service provider. Our company offers a full range of customizable fleet solutions to our customers. Enterprise leverages our vast network and infrastructure to build strong relationships with various dealers and distributors — both locally and nationwide. Our operations are streamlined through our local account teams, which are dedicated to proactively managing every aspect of our customers' needs.

- 9) 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.

Enterprise Fleet Management holds all required business licenses and certifications for all regions in which we do business. More details can be provided upon further discussion.

ASE Blue Seal of Excellence

For 20 consecutive years, Enterprise has been awarded the Automotive Service Excellence (ASE) Blue Seal of Excellence. The award certifies automotive repair businesses that achieve the very highest standards of service excellence. In order to receive the ASE Blue Seal of Excellence, an automotive repair facility must demonstrate that at least 75 percent of its repair technicians are ASE-certified and at least one technician in each area of service offered by the business is ASE certified. ASE certification means an individual has passed industry-developed exams and meets experience requirements.

Enterprise was first recognized with the ASE's Blue Seal of Excellence in 1997, and was the first fleet management company to receive the honor.

ASE Certifications

Enterprise's National Service Department (NSD) facilitates maintenance and repair services for our customers. The NSD has a staff of approximately 137 technicians, and more than 92 percent of our technicians have ASE certifications.

These certifications must be renewed every five years, and Enterprise provides compensation to our employees as an incentive to maintain their certifications. We also provide opportunities for employees to continue their training through internal examinations on department policies and procedures. These certifications expire every two years.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.

None — Our company has not been suspended or disbarred from doing business during the past ten years.

11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:

- Consultation, fleet planning and total cost of ownership analysis
- Vehicle selection and acquisition
- Vehicle resale / remarketing
- Customizable lease options and financing
- Maintenance programs
- Fuel card management
- License, title and renewal services
- Online reporting and customizable analysis tools
- Insurance consultation and coverage options
- Cost-model development
- Detailed driver analysis

In addition, through our affiliate company Enterprise Holdings, we are able to offer a unique Total Transportation Solution for our customers. Business segments within Enterprise Holdings include:

- Car Rental
- Car Sharing
- Vanpooling
- Car Sales
- Remarketing
- Truck Rental
- Ride Matching

We leverage all of these options, services, and business lines to address the growing and changing mobility needs of our customers. The most effective fleet strategy recommendations are centered on the requirements and resources necessary to operate a fleet at the lowest possible cost, without sacrificing the operating needs of the member or the safety of its employees or constituents. By leveraging industry-wide mobility management best practices and a disciplined approach, Enterprise is able to offer fleet programs that lower costs over time while providing safer, newer vehicles.



FLEET MANAGEMENT

Enterprise Fleet Management is a registered trademark of Enterprise Fleet Management, Inc. All other marks are the property of their respective owners.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Industry Recognition & Marketplace Success

12) Describe any relevant industry awards or recognition that your company has received in the past five years.

InformationWeek IT Award

Enterprise Fleet Management was named a finalist in the 2016 InformationWeek Elite 100. With this annual industry award, InformationWeek magazine honors U.S. companies for setting the bar on innovative and creative information technology (IT) programs that improve business operations. Enterprise Fleet Management earned its spot on the list for developing its new customer website, which provides advanced insight into fleet performance and key metrics, thereby enabling customers to maximize the value of their fleet and lower their total cost of ownership.

ASE Blue Seal of Excellence

For 20 consecutive years, Enterprise has been awarded the Automotive Service Excellence (ASE) Blue Seal of Excellence. The award certifies automotive repair businesses that achieve the very highest standards of service excellence. In order to receive the ASE Blue Seal of Excellence, an automotive repair facility must demonstrate that at least 75 percent of its repair technicians are ASE-certified and at least one technician in each area of service offered by the business is ASE certified. ASE certification means an individual has passed industry-developed exams and meets experience requirements.

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ASE Certifications

Enterprise's National Service Department (NSD) facilitates maintenance and repair services for our customers. The NSD has a staff of approximately 137 technicians, and more than 92 percent of our technicians have ASE certifications.

These certifications must be renewed every five years, and Enterprise provides compensation to our employees as an incentive to maintain their certifications. We also provide opportunities for employees to continue their training through internal examinations on department policies and procedures. These certifications expire every two years.

World Class Technician Award

Enterprise Customer Support Supervisor Kelley Hatlee has earned the prestigious World Class Technician Award from the National Institute for Automotive Service Excellence (ASE) and the Auto Care Association. Of nearly 900,000 automotive technicians working in the United States, only 16 qualified for the award in 2017.

Individuals must test and obtain ASE certification in 22 specialty areas in order to achieve recognition as a World Class Technician. Hatlee received the prestigious honor after earning the titles of ASE Master Automobile Technician, ASE Master Medium/Heavy Duty Truck Technician and ASE Master Collision Repair Technician, as well as two additional advanced-level diagnostic certifications for gasoline and diesel engines. He holds a total of 32 ASE certifications.

Stevie Award

Enterprise Fleet Management received the 2016 Gold Stevie Award for Most Innovative Company of the Year. The American Business Awards — also known as the Stevie Awards — are the premier business awards in the U.S. Enterprise was honored for overall achievement in innovative products, marketing, sales, and management of its fleet management services. This is the sixth time that Enterprise Fleet Management has been recognized with a Stevie Award.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

Please see the references below.

14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

Cardston County

Contact Paul Hascarl
Contact Information Phone: 403-894-0587
Location Cardston, Alberta
Entity Type Government / County

Lackawanna County

Contact Kevin Mitchell
Contact Information Phone: 570-963-6767
Email: mitchellk@lackawannacounty.org
Location Scranton, Pennsylvania
Entity Type Government / County

County of Yuba

Contact Luis Sandoval
Contact Information Phone: 530-749-7888
Email: lsandoval@co.yuba.us
Location Marysville, California
Entity Type Government / County

City of Westminster

Contact Kevin Beach
Contact Information Phone: 714-548-3688
Email: kbeach@westminster-ca.gov
Location Westminster, California
Entity Type Government / City

Webb County

Contact Joe Lopez
Contact Information Phone: 956-523-4125
Email: joelopez@webbcountytx.gov
Location Laredo, Texas
Entity Type Government / County

To preserve our clients' privacy, we do not release dollar values or the size of our contracts.

Please see the following pages for case studies on educational and governmental customers that have benefitted from partnering with Enterprise Fleet Management.

CASE STUDY | ERIE 2 CHAUTAUQUA-CATTARAUGUS BOCES



Board of Cooperative Educational Services saves 30% by implementing customized fleet program.

BACKGROUND

Company: Erie 2 Chautauqua-Cattaraugus BOCES
 Industry: Education
 Location: Gettysburg, PA

THE PROBLEM

Erie 2 Chautauqua-Cattaraugus Board of Cooperative Educational Services (BOCES) operates 17 schools in the western part of New York State. As a public school district, BOCES functions as a non-profit organization. BOCES fleet consists of approximately 1,000 vehicles, including school buses, vans, and cars. The fleet is used for a variety of purposes, including transporting students, staff, and equipment. The fleet is also used for emergency services, such as fire and police. The fleet is managed by a fleet manager who reports to the superintendent.

BOCES was managing a fleet of vehicles internally. The organization's budget continues to expand, and this fleet costs increase was forcing greater budget challenges. BOCES was looking for ways to manage the fleet and get better value from their fleet. They were seeking a solution that would help them:

THE SOLUTION

BOCES partnered with Enterprise Fleet Management to optimize their fleet costs. By partnering with Enterprise Fleet Management, BOCES was able to reduce their fleet costs by 30%. Enterprise Fleet Management provided BOCES with a customized fleet program that included vehicle acquisition, account management, and fleet management services. Enterprise Fleet Management also provided BOCES with a fleet manager who would manage the fleet on their behalf. The program also included fleet maintenance, fleet repair, and fleet disposal services. Enterprise Fleet Management also provided BOCES with a fleet manager who would manage the fleet on their behalf.

"Working with the Enterprise team continues to be a positive experience. Our organization has unique needs and the Enterprise team went through great lengths to understand our challenges and offer viable solutions in the areas of funding, vehicle acquisition, and account management. Their professionalism, responsiveness, and creative solutions have helped to provide affordable and efficient transportation solutions for our organization. I look forward to working with Enterprise in the future and value the partnership we have built together."

— Bill Smith, BOCES Board of Cooperative Educational Services

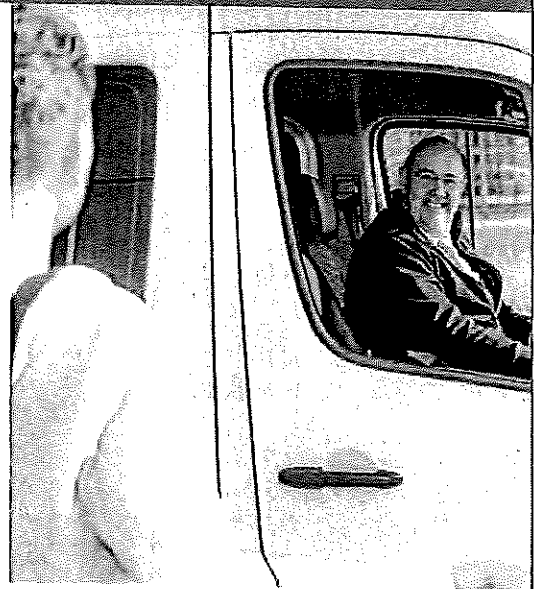
THE RESULTS

Since partnering with Enterprise Fleet Management, BOCES has realized the following results:

- Saved 30% in fleet costs
- Saved 65% in annual depreciation
- Saved 40% in fuel costs

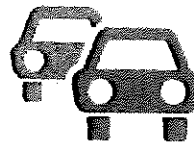
To learn more, visit efleets.com or call 877-23-FLEET.

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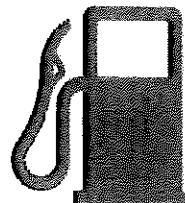
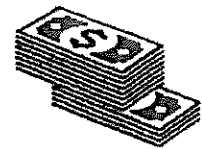


Key Results

**SAVED
30%
IN FLEET COSTS**



**SAVED
65%
IN ANNUAL
DEPRECIATION**



**SAVED
40%
IN FUEL COSTS**



FLEET MANAGEMENT

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CASE STUDY | LACKAWANNA COUNTY



Pennsylvania county replaces vehicles and reduces fleet spend by over \$95,000.

BACKGROUND

Location: Lacksawanna, PA
 Industry: Government
 Total vehicles: 21 vehicles

THE PROBLEM

Prior to partnering with Enterprise Fleet Management, the majority of Lackawanna County's vehicles were approaching ten to twelve years in service. The aged fleet was causing significant operational inefficiencies as well as the county's annual fleet budget was being spent on maintenance, repairs and high fuel expenses, leaving little room for new vehicles. County employees were spending a lot of downtime waiting for ultimately affected productivity.

THE SOLUTION

Lackawanna County partnered with Enterprise Fleet Management to update its vehicles and handle its ongoing fleet needs. The county now benefits from proactive fleet planning with the best value recommendations. Lackawanna County has acquired new vehicles and has reduced overall fleet costs by eliminating unplanned repairs and by lowering fuel costs by providing a more fuel efficient fleet.

Lackawanna County enrolled in Enterprise's maintenance program and uses the budget-friendly, fixed maintenance program to plan ahead for its fleet service expenses. Additionally, the county has been able to capitalize on higher vehicle resale values to apply to its new vehicles, offering the department a lower, sustainable fleet that is predictable year over year. This makes it easy for the county to proactively plan and report on its total annual fleet spend.

"The Enterprise program has allowed us to update our aged fleet of vehicles in a strategic manner that reduces our overall fleet costs."

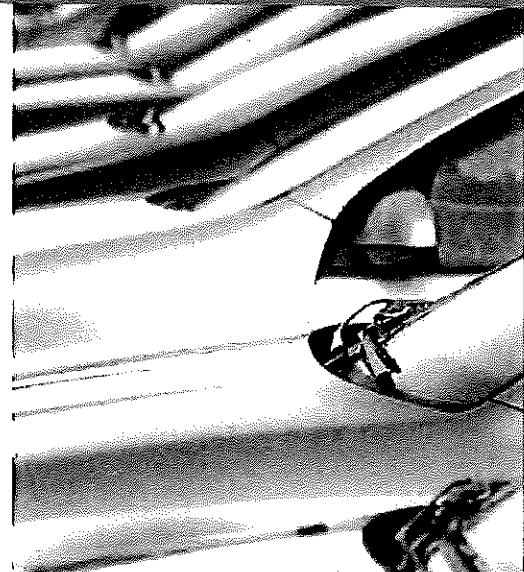
- Kevin Althoff, Deputy Director of Purchasing

THE RESULTS

With Enterprise Fleet Management, the County of Lackawanna updated its aged fleet while staying under budget. As a result, County employees, using updated vehicles with minimal downtime, have been able to focus on the value of the Enterprise program. By increasing the fleet's fuel efficiency and decreasing annual maintenance costs, the county has reduced its annual fleet spend by over \$95,000. Lackawanna County has also seen an increase in productivity and the vehicles are ready out of service and always on the road.

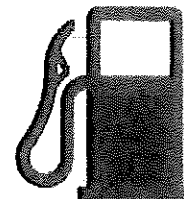
To learn more, visit efleets.com or call 877-23-FLEET.

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Key Results

**OVER
\$95,000
IN ANNUAL SAVINGS**



**INCREASED
FUEL
EFFICIENCY**

**INCREASED
PRODUCTIVITY**



**DECREASED
DOWNTIME**



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

Enterprise Fleet Management is a privately-owned business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully-staffed offices and manages a fleet of more than 470,000 vehicles throughout the U.S. and Canada. More specifically, Enterprise Fleet Management partners with hundreds of government agencies nationwide to manage tens of thousands of government vehicles.

16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Enterprise Fleet Management contracts with both The Interlocal Purchasing System (TIPS) and E&I Cooperative Services to provide services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities. Enterprise is a privately-owned business and does not release specific performance numbers to the public.

17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Proposer's Ability to Sell and Deliver Service Nationwide

18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

a) Sales force.

With a network of more than 50 local offices staffed with more than 350 dedicated sales professionals across the U.S. and Canada, Enterprise Fleet Management has one of the largest sales forces in the industry. Our large geographic footprint enables us to assist members across the country, whether they have a small, local operation or fleet vehicles disbursed over multiple states / regions. Our infrastructure of local offices across North America is unique in the fleet management industry and will allow our men and women to sell and market the NJPA program nationwide in the communities where they live and work.

Each Enterprise Fleet Management office is fully staffed to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:

Account Executive

- Designs, reviews and implements fleet management programs
- Sells to local / regional prospects and identifies new opportunities
- Supports the Account Manager in handling ongoing fleet needs

Account Manager

- Implements fleet management programs specifically designed for the customer
- Reviews the Fleet Profile on a regular basis
- Proactively forecasts vehicle replacement needs
- Secondary point of contact for fleet related matters

Account Fleet Coordinator

- Primary contact for customer fleet needs
- Administers all day-to-day fleet-related matters
- Works with Account Manager to provide turnkey fleet management
- Works directly with employees on fleet issues

Fleet Strategy Manager

- Works with Account Manager to maximize resale/disposal of fleet vehicles
- Works with wholesalers nationwide to sell vehicles in an average of 17 days

Finance Manager

- Works with customers to develop customized financing and credit options

Director of Fleet Management

- Oversees customer service, sales staff, and ongoing support of client operations within the regional territory

Our corporate office will serve as a centralized liaison, working with NJPA staff and the local Enterprise Fleet Management teams to facilitate sales and marketing strategies for the NJPA program. This ensures that we are able to capitalize on our local presence and maximize the total potential of this contract for the members.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

b) Dealer network or other distribution methods.

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has more than 17,000 dealers in our database from which to choose. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.

This is what we expect from our CD dealers:

- Acceptance of vehicle, including inspection for damage or missing equipment.
- Filing of claims and making arrangements for any necessary repairs.
- Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any contracted equipment.
- Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle.
- Application for Title and Registration with the state and installation of license plates or temporary tags.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles are ready, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

c) Service force.

Call Center

Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. Our hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Roadside assistance is available 24 hours a day, seven days a week.

The call center is staffed exclusively by Enterprise Fleet Management associates. Outside of our business hours, calls are automatically forwarded to our roadside partners.

Our National Service Department was the first at a fleet management company to earn the ASE Blue Seal of Excellence. To qualify, 75 percent of our technical staff must be ASE certified and we must maintain certifications in all repair areas in which we operate. The NSD has achieved Blue Seal status for the past 20 years.

Supplier Network

For maintenance and repair services, Enterprise encourages the use of our more than 30,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with more than 80,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.

Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.

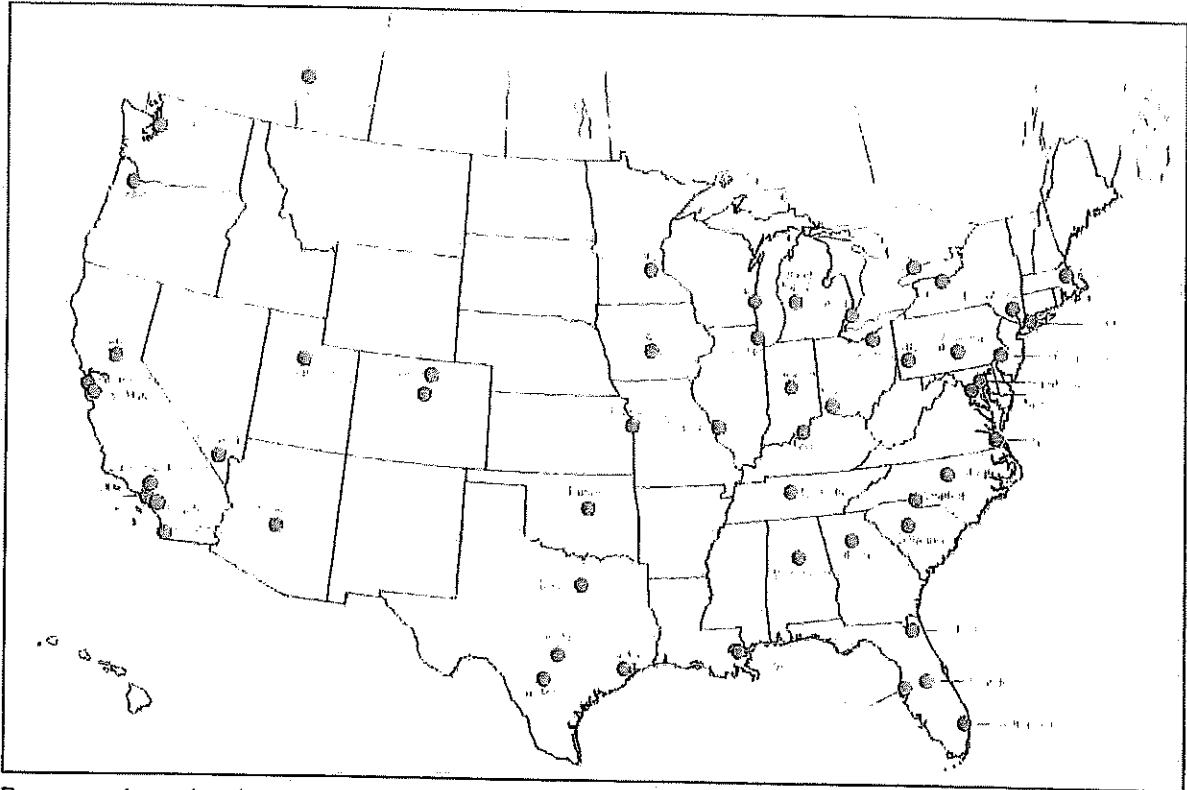


FLEET MANAGEMENT

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Please include details, such as the 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 employers (or employees of a third party), and any overlap between the sales and service functions.

Enterprise Fleet Management has more than 50 offices across North America, with more than 2,000 employees.



Because of our local approach to account management, there is some overlap of sales and service functions. Our goal is to create lifelong relationships with our customers, and we believe the sales and implementation processes are a great opportunity to build rapport with a new customer and lay the foundation for a successful long-term partnership. In addition to promoting and selling the NJPA program to potential members, the local sales staffs will provide customer service, support, and other assistance to ensure we are meeting and exceeding expectations.

Maintenance Network

Enterprise encourages the use of our more than 30,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with more than 80,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.

Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Rental Network

Our affiliate Enterprise Holdings has more than 100,000 employees worldwide and more than 6,000 rental locations in the U.S. alone. Enterprise Fleet Management can leverage this vast network and infrastructure as needed for vehicle logistics/movement, additional support, or for customers in remote locations. We are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. Because our combined companies own and operate 1.9 million units, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more.

19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

Customer service is provided through our local account management teams. Because Enterprise Fleet Management has fully-staffed offices across North America, we are able to provide a high level of customer service from local employees who are experienced and knowledgeable of their local customers' programs.

All driver/fleet administrator questions would be directed to the dedicated Account Manager and Account Fleet Coordinator. We want our clients to be able to reach out directly to their account team, which will be familiar with their account and be able to react immediately and resolve the issue or answer questions with one call or email. All drivers will have their account team's contact information readily available from the mobile app or introduction packet. They can call their account team's office line, cell phone or reach out through email.

In addition, we hold quarterly and annual client review meetings to review each program's overall performance and provide any needed updates. At that time, members of the local account management team will provide recommendations regarding maintenance, fuel, insurance, acquisition, and resale based upon industry standards.

Ensuring Customer Satisfaction

Our performance as a fleet management partner for our customers is measured in several ways. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:

- Active management of vehicle lifecycle to minimize fuel and maintenance spend
- Annual fuel and maintenance spend benchmarking to decrease total cost of ownership
- Comparison of vehicle makes and models to provide better total cost of ownership
- Increased equity gain at disposal through proactive fleet planning and forecasting
- Continuing review of resale market to identify best disposal method and holding period
- Comparison of Enterprise resale performance against industry standards
- Management of customer-specific incentive programs to reduce acquisition costs
- Review of vehicle application to "right-size" makes and models that are best suited for each client's needs
- Review driver and administrator feedback to maximize driver satisfaction

We also collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality Index (SQI) process, customer satisfaction surveys, customer service inquiries, monthly phone surveys from an independent research service provider, and specific electronic or manual survey campaigns. The results are closely monitored and any necessary changes are made to resources, processes, etc.



FLEET MANAGEMENT

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

SQI

Our Service Quality index (SQI) is one of the main ways we measure customer satisfaction for each of our brands. Our customers are asked to rate their experiences on a scale from Completely Satisfied to Completely Dissatisfied. Independent research shows that customers who say they are completely satisfied are three times more likely to use our brands again.

Enterprise employees and teams are determined to maintain high SQI scores by providing top-notch, personalized customer service to retain the absolute loyalty that comes with complete satisfaction. All promotions, pay raises, and individual and team recognition are determined by success in completely satisfying our customers.

We work with an outside company that contacts our customers twice a year to gauge their overall satisfaction with our program. Enterprise is committed to delivering exceptionally high standards every time. The goal of our company is to exceed customer expectations, and the only acceptable response from a customer is that they are completely satisfied with our service.

Enterprise Fleet Management prides itself on the customer service we offer to each customer, and employee promotions are based on success with the customer service scores we receive. Enterprise is consistently awarded for its top-notch customer service, as recognized by numerous industry awards. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition.

20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

Enterprise Fleet Management can fully service and manage fleet programs throughout the United States, with limited availability in Puerto Rico, Hawaii, and parts of Canada. Enterprise has one of the largest geographical coverages for a fleet management company, and our extensive experience with government agencies, educational entities, and other not-for-profit customers is a distinct advantage in these sectors.

21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Enterprise Fleet Management has limited availability in Puerto Rico, Hawaii, and parts of Canada, and we are unable to provide services to members in remote areas. We will work with NJPA and your members to discuss any specific limitations and potential solutions for members in these regions.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Marketing Plan

22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

Enterprise Fleet Management is a nationally recognized solution for both public and private entities looking to improve cash flow, free up credit, and save time by offloading their fleet. When combined with our affiliate Enterprise Holdings, NJPA members will also have access to daily rental, business rental, truck rental, vanpooling, car sharing, and car sales, providing a total transportation solution.

Over the past four years, Enterprise has seen a 60 percent growth in the total number of vehicles managed. This growth comes from providing a value that is unmatched in the fleet management industry. A partnership with Enterprise means that E&I and its members will have access to:

Largest Sales Team

Enterprise has the largest sales force in the industry with more than 200 Account Executives and 170 Account Managers. Our Account Executives proactively market to their local territories through cold calls, email marketing, direct mailers, hosting customer/vendor events, referrals, and involvement in both local and national associations. Once a member is on board, Enterprise assigns a local Account Manager to monitor the member's fleet activity, as well as continuing to make proactive recommendations to grow the business. Our local staff is actively engaged and up to date with everything having to do with the automotive industry. Making sure we are constantly aware of all the ways we can provide the right solutions for your members is imperative to our success.

True Commitment

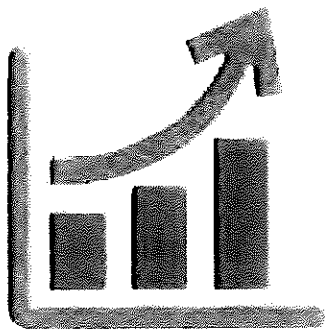
Enterprise has the most proactive sales plan in the industry, especially when it involves both public and private institutions of education. We have a Government Marketing department that specializes in working with these institutions. This department not only works closely with our internal sales teams, but also directly with current and prospective customers in evaluating their fleet plans and informing them of cooperative purchasing opportunities. In addition, this department works directly with Enterprise's cooperative purchasing partners to ensure the local operating groups are educated on the purchasing cooperative's processes and benefits to its members.

Unparalleled Infrastructure

Enterprise Fleet Management is second to none when it comes to our infrastructure and presence across the country. To put this into perspective, Enterprise Fleet Management currently operates more than 50 regional offices with a staff of more than 2,000 employees and approximately 470,000 vehicles under management today. When combined with our affiliate Enterprise Holdings, we have more than 1.9 million vehicles and more than 8,300 offices — with an Enterprise location within 15 miles of 90 percent of the U.S. population.

Industry Leading Customer Service

Customer Service is our way of life. We measure ourselves using the Enterprise Service Quality Index (ESQi). Our investment to measure customer satisfaction exceeds \$4 million annually. This evaluation, which is conducted by a third-party company, measures customer satisfaction from the branch level up through area, regional, group and national levels on a monthly basis. Promotions, pay raises and company recognition revolve around ESQi performance. Such top-of-mind awareness, focus, and performance-based career recognition and advancement all distinguish Enterprise from our competitors, and this drives our company collectively to push the limits of exceeding Customer Service benchmarks year-to-year.



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Innovative Technology

We have invested more than \$100 million into the fleet management business over the last few years to give our customers features and online tools they have asked for. Our new technology is the most comprehensive fleet management data warehouse in the industry and will help your members manage their vehicle fleets more efficiently — whether it is alerts for oil changes or understanding the total cost of ownership for each vehicle — and when it is time, selling those vehicles for a maximized return.

From our strong manufacturer relationships to our award-winning National Service Department, we make it easy for your members to do business with us. Our message is simple: take care of our customers and employees first and growth will follow. With our sales teams and presence as the leader in the fleet management industry combined with the member base of NJPA, we are confident that a partnership between both parties will be a partnership that will grow for years to come.

Implementation

Enterprise has entire teams at the local level who are experienced at transitioning accounts, as well as operations at our corporate campus that help with internal parts of the process, which will help us meet the projected implementation schedule.

We spend a lot of time with our clients to get a better understanding of how we can make the process as easy as possible. We then have several internal meetings with all team members to ensure we meet all timelines properly.

An external client implementation meeting with the new client's decision makers takes place next, and then the 12 month On-boarding Road Map begins with the new client. Driver training is then scheduled, if applicable, via face-to-face meetings, driver videos, conference calls, and email correspondence. Our implementation processes and experience with similar projects will ensure a smooth and efficient implementation for each member.

Below is a sample timeline of the implementation process.

Agenda	Timeline
New Opportunities in the Implementation Process	Internal – Pre-Implementation
Implementation Road Map	Internal – Pre-Implementation
Internal Transition Meeting	Internal – Pre-Implementation
Implementation Meeting with Client	First Meeting
• Introductions	
• Rollout	
• Fleet Plan	
• Wrap-Up	
Post-Implementation Meeting Action Items	48 Hours Post-Implementation
• Executive Summary	
• Three-Month Account Health Check	90 Days
• Driver Communication	
• Reporting Expectations	
• Fleet Right-Typing and Right-Sizing – planning	
Company Car Policy (if applicable)	First 30 Days
Six-Month Account Health Check	180 Days
• Sample Survey	
• Sample Savings Template	
Annual Client Review	One Year

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

Enterprise will work with NJPA to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include:

- A marketing banner on the NJPA website announcing the partnership and details
- Targeting the largest members first to maximize the impact
- Local sales teams will meet regularly with current and potential members
- Direct-mail campaign with customized fliers featuring program information

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in Google Adwords and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders such as Bobit Business Media to advertise and communicate to our niche demographic.

Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

As an example, NJPA will provide Enterprise with basic sponsorship activities like below to promote any contract resulting from this RFP.

- First and foremost is a partnership that provides the appropriate access to staff to allow open dialog and collaboration among teams
- Actively promote Enterprise Fleet Management as a preferred fleet management provider through NJPA websites, conferences, newsletters, and other loyalty publications
- NJPA to provide logo in correspondence to members
- Permission for direct-mail to members through Enterprise email platform
- Provision of annual letter from NJPA president promoting the relationship with Enterprise Fleet Management
- Referral of members to Enterprise through phone, mail or email
- Provision of electronic member list on a quarterly basis (company name, address, phone number, email, etc.)

Enterprise will create a unique marketing plan to promote the NJPA program across the country. A sample marketing plan outline is below.

Sample 12-Month Marketing Plan

Advertisements

- Generic Fleet Management Advertisements
 - Enterprise and NJPA logos will be on each ad
 - Each ad will focus on fleet management awareness
 - Each ad will be formatted to be used as a 1/2-page or full-page publication

PR Editorials

- Editorials/Newsletters
 - Based on each partner's editorial calendar (provided by NJPA)
 - Articles submitted based on magazine's theme
 - Topics to correlate with advertisements

Direct Mail / Fax Communication

- Possibly send 12-month advance updates with default topics to be used in mail/fax communication
- Schedule of frequency and topics, along with samples, to be provided by our partners

Case Studies

White Papers

Presentations

Webinars

New Member Packets

Internet Content and Customized Links

- Develop these materials to be used at both the national and local levels

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

Enterprise Fleet Management can provide training through a variety of methods as needed — through print materials / guides, online training materials, webinar training, or in-person meetings. This will be facilitated through the local account management team and will be customized to fit the specific needs of the NJPA member, its fleet, and drivers.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

28) Describe any technological advances that your proposed products or services offer.

Customer Website

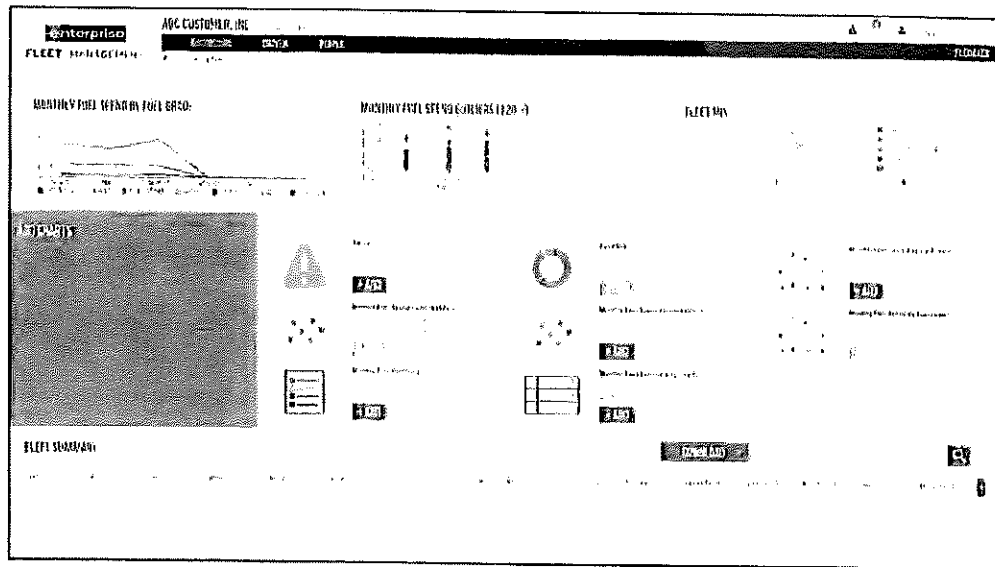
Enterprise Fleet Management's newly updated website uses a vast data warehouse to pull from millions of data records, giving our clients quick access to important vehicle information. This information is organized and consolidated into easy-to-understand, customizable views to provide your members with custom reporting, alerts, and the analytic tools they need to effectively manage their fleets.

Complete Data Visibility

- Review detailed information about recent maintenance activities
- View status of vehicle license renewals
- Access all risk management claims
- Analyze fuel breakdown through WEX data integration

Customized, Self-Service Reporting

- Develop custom reports: display, sort and filter information that is most beneficial to the company and individual roles
- Simplify complex processes with powerful vehicle descriptors by allocating internal costs, tracking costs by project codes, and understanding costs by region and vehicle type
- Perform online searches across all data fields
- Sort data by "Driver" or by "Vehicle" to view the history and assignment of all assets
- Export all information in multiple formats
- Utilize self-service features such as driver changes, vehicle descriptors, mileage and more
- Assign unlimited unique identifiers to each vehicle to simplify routine tasks and vehicle categorization
- Utilize internal accounting and business terms to fully describe each vehicle so reporting can easily blend into your existing structures
- Set up automated alerts: maintenance, billing, registrations, lease renewals, manufacturer recalls, etc.



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Customizable Dashboard

Our website features a dashboard designed to supplement our annual client review tool and analysis with day-to-day, month-over-month views of the fleet operations. The views are customizable to fit specific business needs and preferences. All day-to-day information needs can now be found in one simple dashboard view.

Mileage and Taxable Fringe Benefit Reporting

The online Mileage Reporting tool allows our customers and their drivers to track vehicle mileage by entering the current odometer reading and the amount of personal and business miles driven. These data entries can then be customized and viewed online, as well as downloaded in multiple file formats.

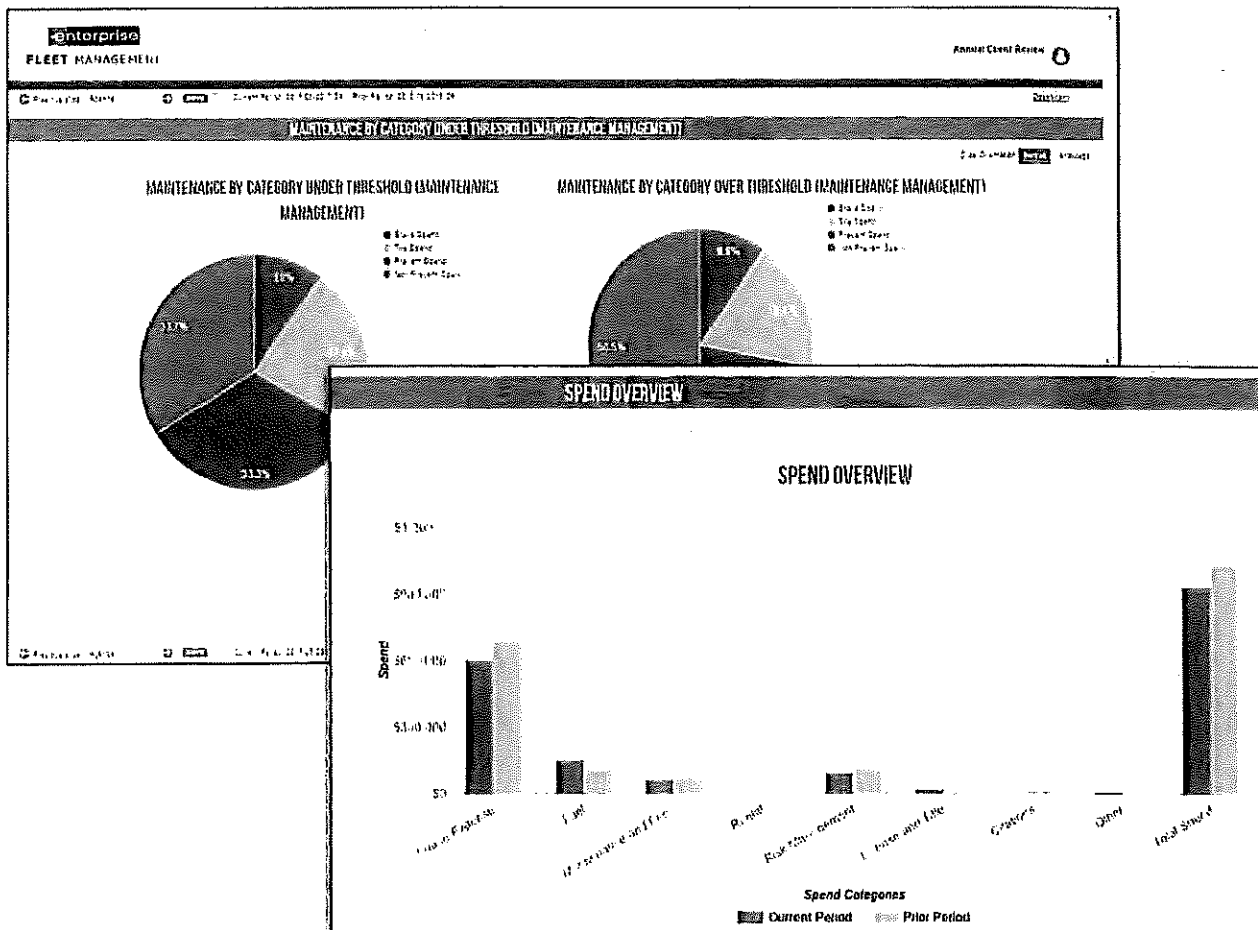
Our website now also provides our customers with detailed reporting on the Cumulative Taxable Benefit for each driver. This is based on IRS guidelines, and our website provides helpful guides and disclosures that can help each payroll department identify and track these amounts, based on vehicle data and mileage.

Integrated Fuel Data

Our fuel card program integrates with our customer website to show fuel data that can help NJPA members lower costs and identify outliers. This data is automatically pulled into the online dashboard to give our customers near real-time insight into fuel usage, costs, and MPG data.

Annual Client Review Tool

At Enterprise Fleet Management, we have created an automated, efficient review process that allows the dedicated Account Manager to quickly present a year-over-year analysis of fleet costs and operations. They will sit with each NJPA member to review the analysis, make appropriate recommendations and create a plan to help them better control and reduce their fleet operating costs.



Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

Vehicle Selector

Enterprise will provide a vehicle selector list of best-in-class vehicles that has been expertly determined based upon cost, fuel economy, employee satisfaction and safety. The selector list will be updated on a continual basis to ensure the most efficient vehicles are being offered.

This list will allow each community to quickly and easily choose a vehicle that best fits each individual need and help them make decisions that will best reflect the overall vision for the fleet.

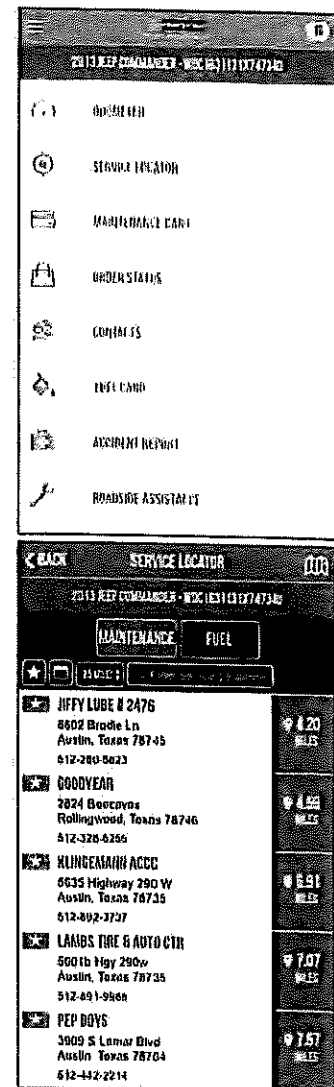
Monthly Vehicle Cost Analysis

This tool allows our team to provide assumptions or real data regarding current fleet vehicle costs, driver downtime, projected resale values, funding options, etc., and compare to other potential Enterprise Fleet Management solutions.

Mobile App

Enterprise Fleet Management recently released a new mobile app with enhanced features for all of our customers. The new app integrates with Enterprise's existing platforms and our customer website to ensure drivers have what they need whether they are in the office or on the road. When drivers use the app, key information and important notifications will be easily accessible 24/7.

- **Real-time alerts:** administrators can send out customized, real-time alerts regarding mileage entry, insurance, license renewals, citations, maintenance, vehicle remarketing, and more
- **Maintenance service features:** view digital maintenance cards; schedule appointments directly from the app (featuring Firestone, with more vendors to be added)
- **Messaging:** allows the customer to send messages to one or more drivers in the field
- **Status updates:** users can check on new vehicle orders; see when maintenance or repairs are completed
- **Maintenance notifications:** displays current or past-due oil change reminders and when work is completed
- **Map features:** drivers can search for the nearest fuel locations based on cost or distance; find the nearest maintenance shops, including preferred shops for faster service; and view turn-by-turn directions
- **Mileage and job tracking:** drivers can track personal vs. business mileage, make notes and track mileage for job-specific travel, and edit or correct odometer entries for accurate reporting
- **Accident reporting:** drivers can report and submit information directly to Enterprise, including photos of damage and accident details
- **Click-to-call:** includes contact information to quickly and easily reach the appropriate Enterprise contact or roadside assistance
- **Multiple vehicles:** manage multiple vehicles under a single user account



Additional features currently under development include push notifications for alerts, check-in and check-out reporting for pool vehicles, digital insurance cards and registration documents, more vendor options for scheduling maintenance appointments, and the ability to upload photos for vehicle profiles.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

Managing fleet vehicle emissions can represent a key — and highly visible — component of an effective environmental stewardship effort. That is why Enterprise Fleet Management offers a set of eco-friendly programs and initiatives to help customers manage the carbon footprint of their fleets.

Vehicle Cycling/Fleet Optimization

The fundamental principle of fleet optimization is managing what you can measure. We can work with your members to manage their fleets in eco-friendly ways.

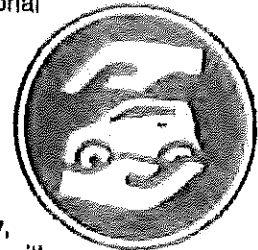
Enterprise Fleet Management can add a comprehensive environmental dimension to vehicle-cycling decisions. We have the expertise to measure:

- Improvements in fuel efficiency
- Direct and indirect remediation costs

Emerging Fuel and Engine Technologies

The latest fuel and engine technologies can help address a fleet's environmental impact in many ways. FlexFuel vehicles running on E85 fuel (a blend of 85 percent ethanol and 15 percent gasoline) or biofuels can reduce greenhouse gas emissions by up to 20 percent compared with traditional engines. Hybrid engines can deliver up to 40 percent better fuel efficiency than their counterparts that are powered by gasoline alone.

But new engine technologies have important limitations too. Some alternative fuels like E85 may not be widely available in a customer's service area. In addition, costs for acquisition, maintenance and resale can differ significantly compared with traditional vehicles. Enterprise Fleet Management offers the benefit of unmatched experience with emerging fuel and engine technologies. Today, Enterprise companies own the largest fleet of FlexFuel vehicles in the world, along with thousands of gas-electric hybrids. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.



Fleet Emission Footprint Analysis

Many fleet operators may have limited opportunities for reducing the environmental impact of the fleet, but we can help maximize the options our customers have.

Even taking steps to balance or mitigate a fleet's emissions can be a challenge — particularly if the client does not have the resources to measure the carbon footprint of the vehicles.

Enterprise Fleet Management can simplify the benchmarking process. We work in partnership with a respected provider to offer an accurate report on vehicle emissions — tailored to the fleet's unique composition and driving conditions. This data can then be used to influence fleet management choices, such as vehicle selection/replacement or the decision to participate in an emission offset program.

Offsetting Greenhouse Gas Emissions

We provide today's fleet operators with a practical means of offsetting their vehicles' greenhouse gas emissions and reducing the impact of their fleet on the environment.

Verified greenhouse gas offsets can provide an appealing option for fleet operators, who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help purchase these offsets through a trusted third-party partner, TerraPass. TerraPass invests in alternative-energy projects — such as energy from wind farms and the mining of methane gas from landfills — to remove harmful greenhouse gases from the atmosphere.

When customers opt-in to our offset program, they can help address the greenhouse gas emissions created by fleet vehicles. Furthermore, Enterprise Fleet Management, through our company's charitable foundation, will match a portion of each customer's greenhouse gas offset purchase. Collectively, the company's foundation has pledged up to \$1 million annually as part of our customer match program.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.



FLEET MANAGEMENT

When you submit this form, you agree to the terms and conditions of the Enterprise Fleet Management proposal and to the use of your information for the purposes of the proposal. All other rights are reserved. © 2012 Enterprise Fleet Management. All rights reserved. All other marks are the property of their respective owners.

Environmental Stewardship

When a customer does business with Enterprise Fleet Management, they are partnering with a corporate family that takes environmental stewardship very seriously. Beyond our aggressive efforts to build a fuel-efficient, low-emissions fleet, we have made substantial long-term investments in systemic efforts to address environmental challenges.

These include:

- **LEED-certified "Green Building"** — to house Enterprise Fleet Management's National Operations Center.
- **Research funding for alternative fuels** — a \$25 million grant to create the Enterprise Institute for Renewable Fuels at the Donald Danforth Plant Science Center, a renowned center with expertise in plant oils.
- **The 50 Million Tree Pledge** — a \$50 million gift that created an innovative partnership with the National Arbor Day Foundation and the U.S. Forest Service to underwrite the planting of 1 million trees a year for 50 years in national forests across the U.S., Canada, and Europe.

While we do not expect our efforts to provide a total solution, we do believe that they are making a difference. We welcome the opportunity to work in partnership with you to build a more sustainable future for our communities — and for the world.

Corporate Social Responsibility

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
- Duty of Care
- Supplier Code of Conduct
- Human Rights
- Safety Recalls
- Workplace Ethics
- Employment and Equal Opportunity
- Founding Values
- Privacy and Safe Harbor
- Subsidiaries and Franchisees

Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.

We have identified a strong network of Minority Owned Businesses (MBEs), Women Owned Businesses (WBEs), Disabled Veteran-Owned Business Enterprises (DVBES) and other socially and economically disadvantaged businesses to take part in our procurement activities nationwide. To ensure that we are sourcing business from diverse suppliers, Enterprise Holdings is an active member of a number of groups that represent these constituents, including but not limited to the following: the National Minority Supplier Development Council (NMSDC); the U.S. Hispanic Chamber of Commerce (USHCC); the U.S. Pan Asian American Chamber of Commerce (USPAAC); the Women's Business Enterprise National Council (WBENC); the Airport Minority Advisory Council (AMAC), and the National Gay and Lesbian Chamber of Commerce (NGLCC).

To ensure even greater business opportunities for minority auto dealers, Enterprise has a strong partnership with the National Association of Minority Automobile Dealers (NAMAD), which represents more than 1,500 dealerships throughout the United States. Enterprise also has supported member dealers with the General Motors Minority Dealers Association (GMMDA), and the Chrysler Minority Dealers Association (DCMDA).

Annually, our company spends more than \$6 billion with its network of diverse suppliers.

Form A — PROPOSER QUESTIONNAIRE – General Business Information cont.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:

- **Fleet Expertise/Experience:** Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more.
- **Infrastructure:** Our local account team presence — more than 50 fleet locations nationwide — and our relationships with the manufacturers differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers.
- **Total Cost of Ownership Approach:** Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well.
- **Logistics:** We are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.
- **Vehicle Resale:** Our experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price.
- **Physical Damage Claims and Subrogation:** As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

Enterprise Fleet Management is able to provide our full range of services to NJPA member agencies in Canada. Some geographical limitations apply to parts of Canada, and we are unable to provide services to members in remote areas. More specific details can be provided.

33) NJPA Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the "Required FEMA Terms and Conditions Certification" form attached as Appendix D to the RFP.

Enterprise is willing to review and execute this if grant specifications meet our terms and conditions and allow for our Master Terms and Conditions.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____

Date: 6-5-2018



PROPOSER INFORMATION

Company Name: Enterprise Fleet Management, Inc.

Address: 600 Corporate Park Drive

City/State/Zip: St. Louis, MO, 63105

Phone: 877-233-5338

Fax: _____

Toll-Free Number: 877-233-5338

E-mail: _____

Website Address: www.efleets.com

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: Dain Giesie, AVP of Fleet Management

Email: Dain.E.Giesie@efleets.com

Phone: 314-274-5428

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: Same as above

Title: _____

Email: _____

Phone: _____

Who is your company's primary contact person for this proposal?

Name: Same as above

Title: _____

Email: _____

Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____



Form C

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



Company Name: Enterprise Fleet Management

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.

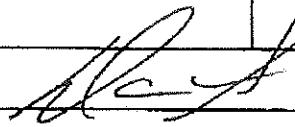
Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.17.2.1	5. Installation, operation and maintenance of dedicated charging and fueling stations;	Delete this number 5 in its entirety	August 9, 2018 Sourcewell* accepts
3.23.2	Vendor use of sub-contractors in sourcing or delivering equipment/product/services:	NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Suggested Solutions Options include:	August 9, 2018 Sourcewell* accepts
3.24	Geographic Area to be Proposed:	Refer to Enterprise Response #20.	August 9, 2018 Sourcewell* accepts
3.30.1	Deviations from industry standards	Delete this section in its entirety – all industry standard deviations is too broad and cannot be defined	August 9, 2018 Sourcewell* accepts
3.34	Warranty:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	August 9, 2018 Sourcewell* accepts
3.35	Additional Warrants:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only	August 9, 2018 Sourcewell* accepts

		remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	
5.31	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.32	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.35	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and availability.	August 9, 2018 Sourcewell* accepts
5.44	SALES TAX	Delete the following two sentences: "Sales and other taxes should not be included in the prices quoted." "Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP."	August 9, 2018 Sourcewell* accepts August 9, 2018
5.53	Shipping	Delete this section in its entirety	Sourcewell* accepts
6.19.6.2	Printed Marketing Materials	Some EFM confidential materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.19.6.3	Contract announcements and advertisements.	Some EFM materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell* accepts
6.26	Subcontractors:	Delete this section in its entirety – not applicable	August 9, 2018 Sourcewell* accepts
7.A 7.1 – 7.8	POST-AWARD OPERATING ISSUES A. SUBSEQUENT AGREEMENTS	This section is deleted in its entirety. A Master Lease Agreement will be executed between Enterprise FM Trust and NJPA Members.	August 9, 2018 Sourcewell* accepts

7.E 7.10 - 7.11	HUB PARTNER	Utilizing a HUB partner is at the discretion of Enterprise.	August 9, 2018 Sourcewell* accepts
7.F 7.12	TRADE-INS	Delete Trade-ins section in its entirety and replace with the below language: CONSIGNMENT. Enterprise will sell Lessee's vehicles consigned to Enterprise by a Lessee as requested and with an executed Enterprise Consignment Agreement (attached to this RFP with Enterprise Lease Agreements). Additional forms may be required for California, Arizona and Canada.	August 9, 2018 Sourcewell* accepts
7.H 7.14 - 7.18	CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE	Delete this section in its entirety and replace with the following language - Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.	August 9, 2018 Sourcewell* accepts
7.C 7.8	REPORTING OF SALES ACTIVITY	Refer to Sample Reporting-Sourcewell spreadsheet provided by Enterprise on August 6, 2018.	August 9, 2018 Sourcewell* accepts
8.C 8.12	ASSIGNMENT OF CONTRACT	Delete this section 8.12 in its entirety	August 9, 2018 Sourcewell* accepts
8.H 8.18	FORCE MAJEURE	Delete this section 8.18 in its entirety and replace with the following language - Neither Sourcewell nor Enterprise Fleet Management will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. Sourcewell or Enterprise Fleet Management defaulting under this provision must provide the other party prompt written notice of the default.	August 9, 2018 Sourcewell* accepts
8.J 8.23	MATERIAL SUPPLIERS AND SUB-CONTRACTORS	Delete this section 8.23 in its entirety	August 9, 2018 Sourcewell* accepts

8.Q 8.32 – 8.33	Acquisition Threshold and Termination for Cause and for Convenience	Delete these sections 8.32 – 8.33 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.35 – 8.38	Construction Contracts; Employment of Mechanics or Laborers; Clean Air Act and the Federal Water Pollution Control Act	Delete these sections 8.35 – 8.38 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.42 – 8.43	Energy Policy and Conservation Act Compliance and Buy American Provisions Compliance	Delete these sections 8.42 - 8.43 in their entirety – Not applicable	August 9, 2018 Sourcewell* accepts

Proposer's Signature: _____



Date: 8-7-2018

NJPA's clarification on exceptions listed above:

*On June 6, 2018, National Joint Powers Alliance changed its name to Sourcewell.





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: Enterprise Fleet Management Date: 6-5-2018

Company Address: 600 Corporate Park Drive

City: St. Louis State: Missouri Zip: 63105

CAGE Code/DUNS: 6Q1F8

Contact Person: Dain Giesie Title: AVP of Fleet Management

Authorized Signature:  Dain Giesie
(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-EFM

Proposer's full legal name: Enterprise Fleet Management, Inc. *ME 8-27-18*

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:

Jeremy Schwartz

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPOS SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coavette

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coavette
(NAME PRINTED OR TYPED)

Awarded on 07/23/2018

Sourcewell Contract # 060618-EFM

Vendor Authorized Signatures:

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

Vendor Name Enterprise Fleet Management, Inc. ME 8-27-18

Authorized Signatory's Title Assistant Vice President

[Signature]

VENDOR AUTHORIZED SIGNATURE

Alan Cressie

(NAME PRINTED OR TYPED)

Executed on Aug 14th, 2018

Sourcewell Contract # 060618-EFM

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: Enterprise Fleet Management, Inc.

Address: 600 Corporate Park Drive

City/State/Zip: St. Louis, Missouri, 63105

Telephone Number: 877-233-5338

E-mail Address: Dain.E.Giesie@efleets.com

Authorized Signature: _____ *[Handwritten Signature]*

Authorized Name (printed): Dain Giesie

Title: AVP of Fleet Management

Date: 6-5-2018

Notarized

Subscribed and sworn to before me this 5th day of June, 2018

Notary Public In and for the County of St. Louis State of Missouri

My commission expires: 4-30-2022

Signature: Denise A Godar



DENISE A. GODAR
My Commission Expires
April 30, 2022
St. Louis County
Commission #14436199



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

Proposer Name: Enterprise Fleet Management

Questionnaire completed by: Dain Giesie, AVP of Fleet Management

Payment Terms and Financing Options

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

Payment terms are Net 30.

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. Enterprise Fleet Management offers a variety of customizable leasing and financing options. We will work with each NJPA member to find the most cost-effective option for each vehicle application and situation.

Open-Ended Lease

Many educational and governmental agencies have difficulties funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows our customers to pay the minimum amount for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

Closed-End Lease

- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)
- Over-mileage and abnormal wear and tear charges may apply
- Generally used for one- to three-year terms
- Vehicles are turned in at end of lease term

Form P — PROPOSER QUESTIONNAIRE cont.

- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- **Lease to own Finance:** allows the customer to take ownership of the vehicle at the end of the financed/lease term.

Lease Terms

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

Form P — PROPOSER QUESTIONNAIRE cont.

- 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.**

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

The local account manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs. We will work with each member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, the Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

- 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?**

At this time, Enterprise Fleet Management does not accept the P-Card as payment. Enterprise can accept both EFT and ACH payments from our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

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.

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, Enterprise's National Service Department (NSD) weighs in and consults with the customer on the savings and benefits of getting work covered under warranty versus lost downtime to transport the vehicle to another service location if it is not currently at a dealer.

Enterprise maintains a strong working relationship with our manufacturer partners, and at times we will request goodwill assistance based on the nature of the repair, prior maintenance history, and current vehicle age and mileage. Our technicians proactively monitor repair estimates for possible warranty opportunities as well. There is no additional charge for this service.

- **Do your warranties cover all products, parts, and labor?**

Warranties vary by manufacturer, vehicle type, make and model, etc.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Most standard vehicle warranties do not cover these expenses.

- **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?**

This will depend on the manufacturer's dealer network.

When needed, Enterprise's NSD will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.

- **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?**

All warranty coverages are provided by the applicable manufacturer.

Form P — PROPOSER QUESTIONNAIRE cont.

- **What are your proposed exchange and return programs and policies?**

In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.

The local account manager will perform a lifecycle cost analysis to make sure vehicles are being cycled and replaced at the proper time. We will also conduct a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs.

When determining lifecycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective lifecycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

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

Enterprise offers several maintenance programs designed to fit the needs of the member.

Please see Page 12 for details on our maintenance program options.

Form P — PROPOSER QUESTIONNAIRE cont.

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.

Enterprise Fleet Management leverages our relationships with manufacturers, dealers, maintenance/repair shops, and our company's own built-in infrastructure to provide the best solution for our customers. We work with nearly every manufacturer to source vehicles that are cost-effective, comfortable, and meet the needs of our customers in various industries across the nation. We also have relationships both locally and nationwide for any needed aftermarket equipment or up-fitting services.

Our experience with managing vehicles and our success in the educational / government sectors has allowed Enterprise to lead the industry in this space. When combined with our affiliate Enterprise Holdings, our companies manage a fleet of 1.9 million vehicles, and we use this knowledge and experience to help our fleet customers build best-in-class fleet programs.

Enterprise Fleet Management can provide a wide range of vehicles from nearly any manufacturer, up to and including medium-duty vehicle classes. At this time we do not lease heavy-duty vehicles.

Enterprise Approach

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with each NJPA member agency to proactively create, implement and manage a cost-effective total transportation solution.

Work Plan

Enterprise will develop a strategic replacement schedule based on each member's current fleet data. After analyzing the fleet (year, make, model, maintenance spend, fuel spend and odometer reading of the vehicles) we will develop a replacement strategy designed to drive down total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, current odometer reading, average maintenance spend, current fuel economy, estimated resale value, etc.

We look at the total cost to hold each depreciating asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. The Fleet Replacement Schedule is then used to benchmark and forecast future costs of vehicle replacement.

Enterprise will execute the agreed-upon plan by providing a local, dedicated account management team to ensure the success and efficiency of the program, including consultation and creation, implementation and ongoing management. This role is pivotal to the core value proposition that Enterprise Fleet Management provides because it gives our customers a local point of contact for all fleet-related needs.

Enterprise Fleet Management will provide a lowest cost of ownership program by managing a fleet replacement schedule, providing ancillary services that control operating expenses, and monitoring and reviewing the efficiency of the program and relationship. Our goal is to provide a consistently high level of customer satisfaction and to exceed expectations.

Remarketing

Remarketing is one of the single most important components of our program. Subsequently, we pride ourselves on having our fingers on the pulse of the used car market at all times. The used car market is a constantly moving target, and the local Fleet Strategy Manager and Account Manager work closely to pinpoint trends that can impact our clients' resale values.

Examples include over-mileage, market strengthening/softening of a certain vehicle type, seasonal trends, dealer preferences, etc. Regarding the sale of our clients' vehicles, we prefer to sell directly to dealers. While there are times when a car may perform better at an auction, more often than not we find that we can sell that vehicle directly to the dealer for the same money, which allows us to avoid several hundred dollars in fees from the auction and we pass those savings along to our clients.



Form P — PROPOSER QUESTIONNAIRE cont.

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."

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting.

Please see the completed pricing grids for the U.S. and Canada on the following pages.

Pricing Grid

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used			
Basis Points (add or)			
Factory Order Vehicles	Domestic		
Factory Order Vehicles	Foreign		
Dealer Stock Vehicles	Domestic		
Dealer Stock Vehicles	Foreign		
% Incentives Passed to Customer			
Federal Tax Incentives			
State Tax Incentives			
Manufacture Incentives			
Maintenance			
Fixed Maintenance			
Occurance Maintenance			
Fees			
Management Fee			
Service Charge			
Lease Termination Fee			
Interim Interest	Yes / No		How is it calculated?
Resale Fee			
Provide fees not listed + rate			



FLEET MANAGEMENT

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(adder)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	Foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability
% Incentives Passed to Customer			
Federal Tax Incentives			100% of end user eligible Incentives are passed to the member
State Tax Incentives			100% of end user eligible incentives are passed to the member
Manufacture Incentives			100% of end user eligible Incentives are passed to the member
Maintenance			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance			\$6 per month card fee per vehicle plus cost of service and parts
Fees			
Management Fee			0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles
Service Charge		\$400	
Lease Termination Fee			\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.
Interim Interest		Yes / No	How is it calculated?
		NO	
Resale Fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:			\$2 per month per card
Physical Damage:			\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval
Accident Management:			\$100 per occurrence
Maintenance Management:			\$6 per vehicle per month
Full Maintenance:			Pricing based on vehicle type and anticipated miles driven over term
GeoTab Telematics:			\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)
Registration Fees:			All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee

Form P — PROPOSER QUESTIONNAIRE cont.

Pricing Grid - U.S.

	Type	Charged / Percentage	Details
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(Addor)		+ 350 Basis Points	
Factory Order Vehicles	Domestic		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location)
Factory Order Vehicles	foreign		Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus courtesey delivery fee (variable \$150-\$450 depending on location)
Dealer Stock Vehicles	Domestic		Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability
Dealer Stock Vehicles	Foreign		Dealer Provided Invoice Less Applicable Incentives plus courtesey delivery fee plus \$60 acquisition fee, subject to dealer availability
% Incentives Passed to Customer			
Federal Tax Incentives			100% of end user eligible incentives are passed to the member
State Tax Incentives			100% of end user eligible incentives are passed to the member
Manufacture Incentives			100% of end user eligible incentives are passed to the member
Maintenance			
Fixed Maintenance			Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.
Occurance Maintenance			\$6 per month card fee per vehicle plus cost of service and parts
Fees			
Management Fee			0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles
Service Charge		\$400	
Lease Termination Fee			\$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for settlement process. Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.
Interim Interest	Yes / No		How is it calculated?
	NO		
Resale fee			For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units
Provide fees not listed + rate			
Fuel Program:			\$2 per month per card
Physical Damage:			\$1000 deductible, average quoted \$40 per month per vehicle but is based on underwriting and approval
Accident Management:			\$100 per occurrence
Maintenance Management:			\$6 per vehicle per month
Full Maintenance:			Pricing based on vehicle type and anticipated miles driven over term
GeoTab Telematics:			\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time charge)
Registration Fees			All applicable charges related to vehicle registration will be passed to the member, including any service fees that are charged from dealers to process, plus \$25 processing fee



Form P — PROPOSER QUESTIONNAIRE cont.

- 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.

Vehicles are priced at invoice vs. MSRP. Members will receive the Manufacturer or Dealer published invoice less 100% of applicable incentives.

- 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.

Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and up-fit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.

For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.

Form P — PROPOSER QUESTIONNAIRE cont.

- 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.**

Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service. Some geographical limitations may apply.

Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment can be billed up front or capitalized as a part of the lease structure, subject to credit worthiness. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.

Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.

- 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.**

Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout this response.

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

For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.

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

Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate rental location — who are available to assist with vehicle delivery and pick-up.



FLEET MANAGEMENT

Form P — PROPOSER QUESTIONNAIRE cont.

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

Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.

Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.

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.

Enterprise will set a pricing plan up for the NJPA program within our system. This pricing plan will be hard-coded for all NJPA members and cannot be deviated from by any sales or support team member.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

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.)

Enterprise will offer NJPA and your members access to our fleet management program and pay NJPA a quarterly marketing fee ("Quarterly Incentive") based upon the volume of Combined New Deliveries generated as defined below.

The Quarterly Incentive will be based on the Combined New Deliveries to Qualified Members, and will be paid quarterly.

Deliveries to Qualified Members (August 1 to July 31)	\$100 per delivery
-------------------------------------------------------	--------------------

***Qualified Members** are eligible members who utilize the Agreement between NJPA and Enterprise Fleet Management as an approved means to satisfy their proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.*

Form P — PROPOSER QUESTIONNAIRE cont.

Industry-Specific Questions

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

Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.



- Monthly cost is fixed for the term of the vehicle
- Coverage is available up to 100,000 miles
- Covers all routine services recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available
- The organization can setup and send automatic service reminders through Enterprise's website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

Maintenance Management

With the Maintenance Management program, Enterprise's team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Please see Page 11 for further details.

Form P — PROPOSER QUESTIONNAIRE cont.

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

Enterprise Fleet Management, together with our affiliate company Enterprise Holdings, is a total transportation solution for many of our customers. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company. More information on these unique business lines can be provided.



Rental Services

Through our affiliate rental brands Enterprise Rent-A-Car and National Car Rental, we can easily set up and manage rentals for our fleet customers. This can be included in our Full Maintenance pricing, or billed as needed with our Maintenance Management program.

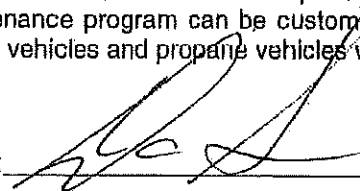
21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.

Enterprise can acquire nearly any commercially available battery electric vehicle or plug-in hybrid vehicle through our dealer network or through factory ordering when available. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.

Please see pages 37 through 39 for more details on our sustainability programs.

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.

Enterprise follows the manufacturer-specific maintenance schedule in order to maintain vehicle warranty. Our maintenance program can be customized depending on the situation and vehicle usage, including natural gas vehicles and propane vehicles when available.

Signature: 

Date: 6-5-2018





National Joint Powers Alliance®
REQUEST FOR PROPOSAL
for the procurement of
FLEET MANAGEMENT SERVICES

RFP Opening

JUNE 7, 2018 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #060618

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #060618 FLEET MANAGEMENT SERVICES. Details of this RFP are available beginning April 26, 2018. Details may be obtained by letter of request to James Voelker, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 6, 2018 at 4:30 p.m. Central Time at the above address and opened June 7, 2018 at 8:30 a.m. Central Time.

RFP Timeline

- | | |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| April 26, 2018 | Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, PublicPurchase.com, Biddingo, and Onvia. |
| May 16, 2018
10:00 a.m. CT | Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference. |
| May 30, 2018 | Deadline for RFP questions. |
| June 6, 2018
4:30 p.m. CT | Deadline for Submission of Proposals. Late responses will be returned unopened. |
| June 7, 2018
8:30 a.m. CT | Public Opening of Proposals. |

Direct questions regarding this RFP to: James Voelker at james.voelker@njpacoop.org or (218) 895-4191.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by

a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FLEET MANAGEMENT SERVICES. **Respondents must be able to provide on-road assets through leasing options.**

3.17 Additional Scope Definitions: In addition to FLEET MANAGEMENT SERVICES, this solicitation should be read to include, but not to be limited to:

3.17.1 Fleet Management Services covering the acquisition (by lease or financing) of a wide range of on-road vehicle types spanning all weight classes and vehicle classifications including, but not limited to:

1. Conventional internal combustion vehicles;
2. Battery electric vehicles;
3. Plug-in hybrid vehicles;
4. EPA- (or CARB-) certified, OEM-approved (e.g. QVM, SVM) natural gas vehicles (dedicated or bi-fuel);
5. EPA- (or CARB-) certified, OEM-approved (e.g. QVM, SVM) propane autogas vehicles (dedicated or bi-fuel);
6. Flex fuel vehicles;
7. Other on-road vehicle assets;

3.17.1.1 New vehicle service and preparation for the above vehicles (e.g. safety inspection, installation of all parts, fluid level and tire pressure service, charge EV battery if applicable, apply vehicle markings).

3.17.1.2 The provision of preventative maintenance plans, maintenance and repairs in accordance with OEM recommendations, meeting allowable downtime standards.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA, current and potential NJPA member agencies.

3.17.2.1 All related solutions must be complementary to a Proposer's offering of FLEET MANAGEMENT SERVICES and the activities described in Section 3.17.1 above. Examples may include, but are not limited to::

1. Short-term rental programs;
2. Upfitting of after-market products;
3. Fleet management information technologies: telematics, fleet monitoring, fuel management, fuel tank management and motorpool/fleet sharing software and systems;
4. Roadside assistance including towing, emergency charging, mechanical repair and other repairs necessary to return vehicles and equipment to safe operation;
5. Installation, operation and maintenance of dedicated charging and fueling stations;
6. Battery longevity monitoring and replacement plans

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage,

personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide FLEET MANAGEMENT SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

3.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FLEET MANAGEMENT SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or

standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER’S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA’s proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**,” and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing [FLEET MANAGEMENT SERVICES] to James Voelker at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also

call James Voelker at (218) 895-4191. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled FLEET MANAGEMENT SERVICES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify FLEET MANAGEMENT SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5

PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$20 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In

these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The

evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide

- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A “Market Basket” of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the “Market Basket” from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer’s marketing plan is a critical component of the RFP response. An awarded Vendor’s sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract’s success. Marketing success depends on communicating the contract’s value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor’s sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers’ responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers’ response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer’s response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The administrative fee under this Contract can be expressed as a percentage of total contract sales or as a per-unit amount. While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that “we agree

to pay an administrative fee” is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 Notwithstanding Sections 6.29.1 and 6.29.4 above, for Members within the State of Texas, pursuant to Texas Stat. §2301, the administrative fee to be proposed shall be a flat fee applicable to each purchase order irrespective of the quantity specified in the purchase order. A typical administrative fee in such cases is \$600.00 per purchase order. The fee is to be levied on and paid by the Member.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA’s evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity “credits” to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized

term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent

substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow,

earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS

8.31 Procurements by NJPA or NJPA Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific

NJPA Member purchases using federal grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

National Joint Powers Alliance reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process pursuant to National Joint Powers Alliance RFP sections 7.13 and 7.17. Prior to any termination for cause, the NJPA will provide written notice to the Proposer, opportunity to respond and opportunity to cure. National Joint Powers Alliance reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 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 CFR Part 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 CFR Part 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.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 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 shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by National Joint Powers Alliance resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall 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. Proposers shall 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.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall 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.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer shall comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the FLEET MANAGEMENT SERVICES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) 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.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please 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, please 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?
- 9) 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.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.Please include details, such as the 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 employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.
- 33) NJPA Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the “Required FEMA Terms and Conditions Certification” form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Toll-Free Number: _____ E-mail: _____
Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____
Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____
Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____
Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____
Email: _____ Phone: _____

Name: _____ Title: _____
Email: _____ Phone: _____

Form C

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



Company Name: _____

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

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

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: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #060618 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number #060618

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number #060618

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number #060618

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: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FLEET MANAGEMENT SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



PROPOSER QUESTIONNAIRE

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

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

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

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?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - 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?
 - 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?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

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.
- 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			
Basis Points(adder)			
Factory Order Vehicles	Domestic		
Factory Order Vehicles	Foreign		
Dealer Stock Vehicles	Domestic		
Dealer Stock Vehicles	Foreign		
% Incentives Passed to Customer			
Federal Tax Incentives			
State Tax Incentives			
Manufacture Incentives			
Maintenance			
Fixed Maintenance			
Occurance Maintenance			
Fees			
Management Fee			
Service Charge			
Lease Termination Fee			
Interim Interest	Yes / No		How is it calculated?
Resale Fee			
Provide fees not listed + rate			

- 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.
- 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.
- 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.
- 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.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 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.
- 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.)

Industry-Specific Questions

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

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST



Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

II. NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA’s Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.]

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

AWARDED VENDOR NAME:

NJPA CONTRACT NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

Yes No

Section 5. Signatures

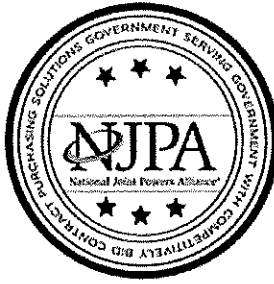
Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)

Waikanae Ranch Fire Protection District
Waikanae Highway District
Waikanae Water District

State
Idaho Department of Administration
Idaho Department of Health and Welfare
State of Idaho

Tribes
Goshute Tribe
Kootenai Tribe of Idaho
Nez Perce Tribe
Shoshone-Bannock Tribes

Clatsop Fire District
Columbia River
Columbia River Health District
Columbia River People's Utility District
Columbia Soil and Water Conservation District
Coos County Airport District
Coos County Health District
Coquille Indian Housing Authority
Coquille Valley Hospital District
Corbett Water District
Cove Rural Fire Protection District
Cove Valley Rural Fire Protection District
Crescent Valley Rural Fire Protection District
Crows River Rural Fire Protection District
Curry Health District
Curry Public Library District
Dallas Cemetery District
Dean Lincoln Water District
Deer River Water District
Deschutes County Health District
Deschutes County Jail Service District
Deschutes Valley Water District
Devils Lake Water Improvement District
Dexter Rural Fire Protection District
Douglas County Fire District No. 1
Douglas County Fire District No. 2
Douglas Soil and Water Conservation District
Dufur Crossing Rural Fire Protection District
Dufur Recreation District
Eggs Valley Soil and Water Conservation District
East Fork Irrigation District
East Fork Water District
Ecklamann County Health Conservation District
Ecklamann County Health District
Elio Rural Fire District
Elio-Vernon Rural Fire Protection District No. 11
Emmett People's Utility District
Enterprise Rural Fire District No. 8
Estacada Water District
Falcon Cove Beech Water District
Farmer Irrigation District
Gardiner Sanitary District
Gaston Rural Fire District
Gaston Water District
Geopline Rural Fire Protection District
Gladstone Rural Fire Protection District
Gleneden Sanitary District
Goshute Fire District
Government Camp Sanitary District
Grand Junction Sanitary District
Grand Junction Water District
Grant Soil and Water Conservation District
Grant Soil and Water Conservation District
Green Sanitary District
Helen Road Special District
Haley-Rosedale Rural Fire Protection District
Haley-Rosedale Water District
Hanson Fire Protection District
Hanson Sanitary District
Hanson Water Public Utility District
Harney District Hospital
Harney Soil and Water Conservation District
Harmon Rural Fire Protection District
Harmon Water District
Helsa Joint Water and Sewer Authority
Hemlock Cemetery District
Hemlock Fire and Emergency Services District
Hemlock Irrigation District
Hemlock Water District
Hood River County Fire District
Hood River Valley Parks and Recreation District
Hooked Fire District No. 74
Hubbard Rural Fire Protection District
Ice Fountain Water District
Imperial Valley Rural Fire Protection District
Imperial Valley Water District
Irish Community Parks and Recreation Maintenance District
Jackson County Airport Authority
Jackson County Fire District No. 3
Jackson County Fire District No. 5
Jackson County Housing Authority
Jackson County Jail District
Jackson County Vector Control District
Jackson Soil and Water Conservation District
Jefferson Rural Fire Protection District
John Day/Canyon City Parks and Recreation District
Junction City Rural Fire Protection District
Junction City Water District
Keating Soil and Water Conservation District
Kenai Fire Protection District
Kenai Fire Protection District
Kernville-Grovesden Beach-Union Beach Water District

Township
Township of Grand MeADOW
Catawba Indian Nation

Pacific School District
Palouse School District No. 50
Palouse School District No. 51
Panicum School District
Pioneer School District No. 402
Pomeroy School District No. 110
Port Angeles School District No. 221
Port Townsend School District No. 20
Poulsbo School District No. 402.97
Preston Fire School
Preston School District No. 116
Puyallup School District No. 257
Puyallup School District No. 3
Puyallup School District No. 402.97
Qualicum Valley School District No. 20
Qualicum Valley School District No. 402
Quincy School District No. 244
Rainier School District No. 307
Raymond School District No. 216
Reardan School District
Reardan School District
Reardon School District
Richard School District No. 400
Ridgely School District No. 122
Riftville School District
Riverside School District
Roanoke School District
Roanoke School District No. 407
Royal School District
Royal School District
Snohomish School District No. 149
Shaw Island School District No. 104
Shaw Island School District No. 20
Shaw Island School District No. 210
Shaw Island School District No. 412
Shaw Island School District No. 412
Skihome School District
Snohomish School District
Snohomish Valley School District No. 410
Snoqualmie Valley School District No. 136
Snoqualmie Valley School District No. 139
South Kitsap School District No. 402
South Whidbey School District No. 206
Southwest School District
Spokane Public Schools
Springer School District
St. John School District No. 133
St. John School District No. 401
Stacoom Historical School District No. 1
Stephens School District No. 304
Stevenson-Cirion School District No. 203
Sullen School District No. 311
Summit Valley School District No. 202
Summit Valley School District No. 201
Sunset School District No. 201
Tacoma School District No. 10
Taholah School District No. 77
Taholah School District No. 285
Taholah School District No. 285
Thompson School District
Thorp School District No. 237
Tonasket School District
Tongue River School District No. 202
Tongue River School District No. 200
Tongue River School District No. 130
Tongue River School District No. 4000
Tulwila School District No. 408
Tumwater School District No. 35
Union Gap School District No. 2
University Place School District No. 69
University School District
University School District No. 70
Vancouver School District No. 37
Wahkiakum School District No. 402
Wahkiakum School District No. 200
Wahkiakum School District No. 73
Walla Walla School District No. 140
Walla Walla School District No. 207
Wapato School District No. 146-153
Washington School Risk Management Pool
Washington State Educational Service District
Wenatchee School District
Wenatchee School District No. 208
Wenatchee School District No. 246
West Valley School District No. 208
Yakima County

- Idaho
 - Blaine Valley School District No. 363, Spokane County
 - White Pass School District No. 303
 - Wilbur School District No. 209
 - Wilapa Valley School District No. 405-37
 - Wilson Valley School District No. 380
 - Wilson Creek School District
 - Witlock School District No. 323
 - Woodland School District No. 117
 - Woodward School District No. 404
 - Yakima School District No. 7
 - Yelm Community School District No. 2
 - Zillah School District No. 205
- Oregon
 - Blaine Valley School District No. 363, Spokane County
 - White Pass School District No. 303
 - Wilbur School District No. 209
 - Wilapa Valley School District No. 405-37
 - Wilson Valley School District No. 380
 - Wilson Creek School District
 - Witlock School District No. 323
 - Woodland School District No. 117
 - Woodward School District No. 404
 - Yakima School District No. 7
 - Yelm Community School District No. 2
 - Zillah School District No. 205
- South Carolina
 - Blaine Valley School District No. 363, Spokane County
 - White Pass School District No. 303
 - Wilbur School District No. 209
 - Wilapa Valley School District No. 405-37
 - Wilson Valley School District No. 380
 - Wilson Creek School District
 - Witlock School District No. 323
 - Woodland School District No. 117
 - Woodward School District No. 404
 - Yakima School District No. 7
 - Yelm Community School District No. 2
 - Zillah School District No. 205
- Utah
 - Blaine Valley School District No. 363, Spokane County
 - White Pass School District No. 303
 - Wilbur School District No. 209
 - Wilapa Valley School District No. 405-37
 - Wilson Valley School District No. 380
 - Wilson Creek School District
 - Witlock School District No. 323
 - Woodland School District No. 117
 - Woodward School District No. 404
 - Yakima School District No. 7
 - Yelm Community School District No. 2
 - Zillah School District No. 205
- Washington
 - Blaine Valley School District No. 363, Spokane County
 - White Pass School District No. 303
 - Wilbur School District No. 209
 - Wilapa Valley School District No. 405-37
 - Wilson Valley School District No. 380
 - Wilson Creek School District
 - Witlock School District No. 323
 - Woodland School District No. 117
 - Woodward School District No. 404
 - Yakima School District No. 7
 - Yelm Community School District No. 2
 - Zillah School District No. 205

<p> Pleasant Home Water District Polk County Fire District No. 1 Polk County Fire District No. 2 Polk County Fire District No. 3 Portland Harbor Area Water District Portland Metropolitan Area Water District Public Procurement Authority Rainbow Water District Reardon Area Park and Recreation District River Road Park and Recreation District River Road Special Road District River Road Park and Recreation District Rivergrove Water District Roads and Sanitary District Roberts Creek Water District Roseburg Fire District Rogue River Cemetery Maintenance District Rogue Valley Transportation District Roseburg Urban Sanitary Authority Sable Drive Road District Salem Area West Threat District Salem Area East Threat District Salem Area North Threat District Salem-Kabre Transit District Santa Clara Rural Fire Protection District Santiam Water Control District Scappoose Rural Fire District Seaside Rural Fire District Seasideburg Rural Fire District Seal Rock Water District Shangi-La Water District Shasta View Irrigation District Shiloh Rural Fire Protection District Shiloh Fire District Shiloh Municipal Fire Protection District Shiloh Public Library District South Chatham Transportation District South Suburban Sanitary District Southern Curry Cemetery Maintenance District Southwest Lincoln County Water District Springfield Fire District Springfield Utility District Stambold Fire District No. 7-402 Stayton Fire District Suburban East Salem Water District Sunrise Water Authority Sunnyside Fire District Sunnyside Fire District Sweet Home Fire and Ambulance District Talem Irrigation District Termonie Domestic Water District Three Shores Irrigation District Tillamook County Immigration District Tillamook County Fire District Tillamook Fire District Tillamook Rural Fire District Toledo Rural Fire Protection District Toke City Water District Tracy Service District Trout Lake Fire District Tule Lake Fire District Tule Lake Park and Recreation District Tulelake Hills Park and Recreation District Tulelake Valley Irrigation District Tulelake Valley Water District Tumalo Irrigation District Tumalo Fire District Umatilla County Housing Authority Umatilla Hospital District Umatilla Land Reclamation Authority Umatilla Morrow Idaho and Dale District Umatilla Reservation Housing Authority Umatilla Rural Fire District Under-Cameron District Vale Oregon Irrigation District Valley View Water District Vanover Acres Special Road District Vineyard Mountain Water and Improvement District Wada Valley Power and Irrigation District Wadsworth Fire District Warm Water and Sanitary Authority Warm Springs Housing Authority Wasco County Soil and Water Conservation District Washington County Housing Authority Washington County Fire District Westside Sanitary District West Slope Water District West Valley Housing Authority Westport Vernal Fire Protection District Wheeler and Park District Wheelock Fire District Wildcat Water District Willamalane Park and Recreation District </p>	<p> Clinch 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<p>William Rural Fire Protection District</p> <p>Willow Creek Park District</p> <p>Winchester Bay Fire District</p> <p>Wilson-Shill Fire District</p> <p>Wilson-Dillard Water District</p> <p>Woodburn Rural Fire Protection District</p> <p>Yamhill County Housing Authority</p> <p>Yemahli Fire Protection District</p> <p>Young Men's-Leads and Clark Water District</p> <p>State</p> <p>Oregon Department of Administrative Services</p> <p>Oregon Department of Revenue</p> <p>Oregon Health Licensing Agency</p> <p>Oregon Higher Education Coordinating Commission</p> <p>Oregon Secretary of State</p> <p>Oregon State Board of Nursing</p> <p>Oregon State Board of Voting</p> <p>Tribal</p> <p>Burns Paiute Tribe</p> <p>Confederated Tribes of Coos, Lower Umpqua and Siskiyou Indians</p> <p>Confederated Tribes of Grand Ronde Community</p> <p>Confederated Tribes of the Kalama</p> <p>Confederated Tribes of the Umatilla Indian Reservation</p> <p>Coequille Indian Tribe</p> <p>Cowille Indian Tribe</p> <p>Wamath Tribes</p>	<p>Highlands Sewer District</p> <p>Highline Water District</p> <p>Home Depot Water District</p> <p>Hunter Water District</p> <p>Hydro Irrigation District No. 9</p> <p>Indebow Water District</p> <p>Island County Fire District No. 3</p> <p>Island County Fire District No. 3</p> <p>Island County Fire Protection District No. 1</p> <p>Island County Hearing Authority</p> <p>Jefferson County Conservation District</p> <p>Jefferson County Fire District No. 5</p> <p>Jefferson County Fire Protection District No. 1</p> <p>Jefferson County Fire Protection District No. 3</p> <p>Jefferson County Public Utility District No. 1</p> <p>Jefferson County Water District No. 3</p> <p>Jefferson Transit Authority</p> <p>Juniper Branch Water District</p> <p>Kapowich Water District</p> <p>Kennecott Water District</p> <p>Kennecott Housing Authority</p> <p>Kennecott Housing Authority</p> <p>Kennecott Public Facilities District</p> <p>Kennecott Public Hospital District</p> <p>Kent Fire Department Regional Fire Authority</p> <p>Kent Fire District No. 1</p> <p>King County Airport District No. 1</p> <p>King County Farm District</p> <p>King County Fire Protection District No. 16</p> <p>King County Fire Protection District No. 2</p> <p>King County Fire Protection District No. 20</p> <p>King County Fire Protection District No. 22</p> <p>King County Fire Protection District No. 27</p> <p>King County Fire Protection District No. 28</p> <p>King County Fire Protection District No. 34</p> <p>King County Fire Protection District No. 37</p> <p>King County Fire Protection District No. 40</p> <p>King County Fire Protection District No. 42</p> <p>King County Fire Protection District No. 44</p> <p>King County Fire Protection District No. 45</p> <p>King County Fire Protection District No. 47</p> <p>King County Fire Protection District No. 50</p> <p>King County Flood Control District</p> <p>King County Hospital District No. 4</p> <p>King County Hospital District No. 5</p> <p>King County Hospital District No. 1</p> <p>King County Hospital District No. 2</p> <p>King County Water District No. 1</p> <p>King County Water District No. 111</p> <p>King County Water District No. 112</p> <p>King County Water District No. 113</p> <p>King County Water District No. 125</p> <p>King County Water District No. 19</p> <p>King County Water District No. 20</p> <p>King County Water District No. 45</p> <p>King County Water District No. 49</p> <p>King County Water District No. 51</p> <p>King County Water District No. 50</p> <p>Klickitat Conservation District</p> <p>Klickitat County Consolidated Housing Authority</p> <p>Klickitat County Fire District No. 18</p> <p>Klickitat County Public Utility District No. 1</p> <p>Klickitat County Public Utility District No. 2</p> <p>Klickitat County Public Utility District No. 3</p> <p>Klickitat County Conservation District</p> <p>Klickitat County Fire District No. 2</p> <p>Klickitat County Fire Protection District No. 7</p> <p>Klickitat County Hospital District No. 2</p> <p>Klickitat County Housing Authority</p> <p>Klickitat County Water District No. 1</p> <p>Klickitat County Water District No. 5</p> <p>Klickitat County Water District No. 7</p> <p>Klickitat County Water District No. 14</p> <p>Klickitat County Fire District No. 15</p> <p>Klickitat County Fire District No. 16</p> <p>Klickitat County Fire Protection District No. 4</p> <p>Klickitat County Fire Protection District No. 5</p> <p>Klickitat County Part I District No. 1</p> <p>Klickitat County Public Hospital District No. 1</p> <p>Klickitat County Public Hospital District No. 2</p> <p>Klickitat County Public Utility District No. 1</p> <p>Klickitat County Public Utility District No. 1</p> <p>Lacey Fire District 13</p> <p>Lake Chinle Reclamation District</p> <p>Lake-Forrest Sewer District</p> <p>Lake-Steene Sewer District</p> <p>Lake Washington Water District</p> <p>Lake Washington Water Sewer District</p> <p>Lakeview Utility District</p> <p>Lakeview Water District</p> <p>Lenora Water and Sewer District</p>
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- Lewis County Conservation District
- Lewis County Fire District No. 1
- Lewis County Fire District No. 2
- Lewis County Fire District No. 13
- Lewis County Fire District No. 18
- Lewis County Fire District No. 9
- Lewis County Fire Protection District No. 14
- Lewis County Fire Protection District No. 18
- Lewis County Fire Protection District No. 2
- Lewis County Fire Protection District No. 5
- Lewis County Fire Protection District No. 6
- Lewis County Fire Protection District No. 8
- Lewis County Hospital District No. 1
- Lewis County Hospital District No. 2
- Lewis County Water District No. 1
- Lewis County Water District No. 2
- Lewis County Water District No. 3
- Lewis Public Transportation Benefit Area Authority
- Liberty Lake Sewer and Water District
- Lincoln County Fire District No. 1
- Lincoln County Fire District No. 2
- Lincoln County Fire District No. 5
- Lincoln County Fire Protection District No. 6
- Lincoln County Fire Protection District No. 8
- Lincoln County Hospital District No. 3
- Lincoln-Adams County Fire Protection District No. 3
- Longview Housing Authority
- Lower Elbe Housing Authority
- Lower Squilchuck Irrigation District
- Lurmet Housing Authority
- Lusk Housing Authority
- Lusk Housing Authority
- Madras Housing Authority
- Magnuson Water District
- Manson Park and Recreation District
- Marshall Fork Control District
- Marshallville Fire District
- Mason Conservation District
- Mason County Fire District No. 13
- Mason County Fire District No. 17
- Mason County Fire District No. 2
- Mason County Fire District No. 4
- Mason County Fire Protection District No. 3
- Mason County Fire Protection District No. 5
- Mason County Fire Protection District No. 8
- Mason County Public Health Services District No. 1
- Mason County Public Utility District No. 1
- Mason County Public Utility District No. 3
- Mason County Transit Authority
- Metzger Valley Irrigation District
- Mid-Columbia Library District
- Miles Park
- Milwauke Irrigation District No. 20
- Moose Lake Irrigation and Reclamation District
- Mulholland Water and Wastewater District
- Mustache Irrigation District
- Naches-Spokane Irrigation District
- North Bevan Water District
- North Bonneville Water District
- North City Water District
- North County Regional Fire Authority
- North Highline Fire District
- North Perry Avenue Water District
- North Windermere Park and Recreation District
- Northwest Regional Sewer and Water District
- Northwest Valley District
- Northwest Park and Recreation District No. 2
- Okanogan Conservation District
- Okanogan County Cemetery District No. 4
- Okanogan County Fire District No. 2
- Okanogan County Fire Protection District No. 11
- Okanogan County Hospital District No. 3
- Okanogan County Hospital District No. 4
- Okanogan County Public Utility District No. 1
- Okanogan County Fire Protection District No. 16
- Okanogan Irrigation District
- Okanogan Public Health Services District
- Okanogan Terrace Sewer District
- Orest Island Library District
- Orrstad Avenue Irrigation District No. 6
- Oroville Housing Authority
- Oroville-Tombaset Irrigation District
- Oregon County Hospital District
- Oregon Conservation District
- Oregon Conservation District
- Pacific County Fire District No. 2
- Pacific County Fire Protection District No. 1
- Pacific County Fire Protection District No. 3
- Pacific County Public Health Services District No. 3
- Pacific County Public Utility District No. 2
- Pacific County Public Utility District No. 3
- Pacific County Regional Development Authority
- Priestess Conservation District
- Prasco/Freshlin County Housing Authority
- Pend Oreille County Fire District No. 7

- Pend Oreille County Fire District No. 4
- Pend Oreille County Fire District No. 5
- Pend Oreille County Library District
- Pend Oreille County Public Hospital District No. 1
- Pend Oreille County Public Utility District No. 1
- Penninsula Housing Authority
- Penninsula Metropolitan Park District
- Perkiomen Fire District
- Perkiomen Valley District
- Pierce Conservancy District
- Pierce County Fire District No. 13
- Pierce County Fire District No. 16
- Pierce County Fire District No. 18
- Pierce County Fire District No. 23
- Pierce County Fire District No. 27
- Pierce County Fire District No. 3
- Pierce County Fire District No. 8
- Pierce County Fire Protection District No. 14
- Pierce County Fire Protection District No. 2
- Pierce County Fire Protection District No. 21
- Pierce County Fire Protection District No. 23
- Pierce County Housing Authority
- Pike Place Market Preservation and Development Authority
- Point Roberts Water District No. 4
- Ponchartraine Water and Sewer District
- Port Lido Drainage District
- Port Townsend Recreation District
- Prosser Fire District No. 3
- Prosser Public Hospital District
- Public Hospital District No. 1
- Public Hospital District No. 3
- Public Utility District No. 1
- Public Utility District No. 2
- Quilley Housing Authority
- Quinault Housing Authority
- Quincy-Columbia Basin Irrigation District
- Renton Housing Authority
- Richard Housing Authority
- Riverside Public Facilities District
- River Valley Recreation District
- Roca Irrigation District
- Sahween Lakes Sewer and Water District
- Sammamish Plateau Water and Sewer District
- San Juan Island Library District
- Sawage Water District
- Seattle-Chisholm International District Preservation and Development Authority
- Seattle Housing Authority
- Seattle-Scottsdale Regional Tourism Authority
- Selkirk-Moxie Irrigation District
- SI View Metropolitan Park District
- Shelton Housing Authority
- Silver Lake Water and Sewer District
- Silverdale Water District
- Shagji Conservancy District
- Shagji County Cemetery District No. 2
- Shagji County Fire District No. 1D
- Shagji County Fire District No. 1E
- Shagji County Fire District No. 1F
- Shagji County Fire District No. 1G
- Shagji County Fire District No. 1H
- Shagji County Fire District No. 1J
- Shagji County Fire District No. 1K
- Shagji County Fire District No. 1L
- Shagji County Fire District No. 1M
- Shagji County Fire District No. 1N
- Shagji County Fire District No. 1O
- Shagji County Fire District No. 1P
- Shagji County Fire District No. 1Q
- Shagji County Fire District No. 1R
- Shagji County Fire District No. 1S
- Shagji County Fire District No. 1T
- Shagji County Fire District No. 1U
- Shagji County Fire District No. 1V
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- Shagji County Fire District No. 13
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- Shagji County Fire Protection District No. 97
- Shagji County Fire Protection District No. 98
- Shagji County Fire Protection District No. 99
- Shagji County Fire Protection District No. 100

- Shoshone County Housing Authority
- Shoshone County Public Hospital District No. 1
- Shoshone County Public Hospital District No. 2
- Shoshone County Public Library District No. 1
- Shoshone Health District
- Shoshone River Regional Water Authority
- Snoqualmie Valley Hospital District
- South Columbia Basin Irrigation District
- South Columbia Basin Irrigation District
- South Wharlem Fire Authority
- South Whidbey Parks and Recreation District
- South Yakima Conservation District
- Southwest Suburban Sewer District
- Spokane Conservation District
- Spokane County Fire District No. 1
- Spokane County Fire District No. 2
- Spokane County Fire District No. 3
- Spokane County Fire District No. 4
- Spokane County Fire Protection District No. 10
- Spokane County Fire Protection District No. 11
- Spokane County Fire Protection District No. 12
- Spokane County Fire Protection District No. 13
- Spokane County Fire Protection District No. 14
- Spokane County Fire Protection District No. 5
- Spokane County Fire Protection District No. 8
- Spokane County Fire Protection District No. 9
- Spokane County Library District
- Spokane County Water District No. 3
- Spokane Public Hospital
- Spokane Public Hospital Authority
- Spokane Public Hospital District
- Spokane Regional Health District
- Spokane Transit Authority
- Stamp Water District
- Stansburge Sewer District No. 1
- Stansburge Sewer District No. 2
- Stansburge Sewer District No. 3
- Stevens County Fire District No. 1
- Stevens County Fire Protection District No. 10
- Stevens County Fire Protection District No. 20
- Stevens County Fire Protection District No. 22
- Stevens County Fire Protection District No. 5
- Stevens County Fire Protection District No. 8
- Stevens County Rural Library District
- Stevens Park Sewer District
- Sun Harbor Water District No. 3
- Sunside Housing Authority
- Sunside Valley Irrigation District
- Sunwest Valley Sewer District
- Suwahmish Housing Authority
- Tacoma Community Redevelopment Authority
- Tacoma Housing Authority
- Tecoma Metropolitan Park District
- Tenase Heights Sewer District
- Thompson Regional Water Authority
- Thompson Regional Water Authority
- Thurston Conservation District
- Thurston County Fire District No. 12
- Thurston County Fire District No. 4
- Thurston County Fire District No. 9
- Thurston County Fire Protection District No. 3
- Thurston County Fire Protection District No. 5
- Thurston County Fire Protection District No. 6
- Thurston County Fire Protection District No. 8
- Thurston County Housing Authority
- Thurston County Public Utility District No. 1
- Tillamook Economic Development District
- Tillamook Fire District
- Union Irrigation District
- Union Gap Irrigation District
- Union Park District
- Valley Fire Sewer District
- Valley Regional Fire Authority
- Valley View Sewer District
- Vancouver Housing Authority
- Vancouver Housing Authority
- Vernon Park District
- Wahkiakum County Public Utility District No. 1
- Wahkiakum Fire Protection District No. 1
- Wahkiakum Park District No. 1
- Walla Walla County Fire Protection District No. 1
- Walla Walla County Fire Protection District No. 3
- Walla Walla County Fire Protection District No. 4
- Walla Walla County Fire Protection District No. 5
- Walla Walla County Fire Protection District No. 8
- Walla Walla County Rural Library District
- Walla Walla Housing Authority
- Washington State Convention Center Public Facilities District
- Washington State Major League Baseball Stadium Public Facilities District
- Washington State Tobacco Settlement Authority
- Water District 19
- Wells Ranch Irrigation District
- West-Columbia Irrigation District
- West-Columbia Irrigation District
- West-Sound Utility District
- Whitcomb Conservation District

**NATIONAL JOINT POWERS ALLIANCE (NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION**

Procurements by National Joint Powers Alliance (NJPA) or NJPA Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific NJPA Member purchases using FEMA grant or contract dollars. NJPA Members may also require Proposers to enter into ancillary agreements, in addition to the NJPA contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. NJPA reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), NJPA is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), NJPA may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by NJPA:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. 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 (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by NJPA, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the NJPA Member and be disposed of in accordance with their policy. NJPA and NJPA members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by NJPA, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as NJPA or NJPA Members deems necessary, Vendor shall permit NJPA or NJPA Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or NJPA or NJPA Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's NJPA awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of
authorized representative: _____

Signature of authorized
representative: _____

Date: _____

EXHIBIT "A-2"



FLEET MANAGEMENT

September 23, 2020

John SeEVERS
Financial Management & Fleet Services Bureau
City of Long Beach
2600 Temple Ave.
Long Beach, CA 90806

Dear John,

The purpose of this letter is to confirm that Enterprise Fleet Management agrees to providing the City lease vehicles for Police operations, on the same terms and conditions afforded to Sourcewell. Sourcewell (formerly NJPA) released an RFP for Fleet Management Services, and awarded the contract #060618-EFM to Enterprise Fleet Management.

Enterprise agrees to the agreement being construed and interpreted according to the laws of the State of California, except those provisions of California law pertaining to conflict of laws. Any action involving this Agreement shall be brought in the Los Angeles County Superior Court, Long Beach Judicial District, or the United States District Court for the State of California located in Los Angeles.

Sincerely,

A handwritten signature in black ink, appearing to read "B Flynn", with a long horizontal flourish extending to the right.

Brock Flynn
Enterprise Fleet Management
Regional Manager, Los Angeles
1515 W. 190th Street, Suite 500
Gardena, CA 90248

EXHIBIT “B”

City of Long Beach 2021 Vehicle Pricing



Year	Make	Model	Series	Replacing	Acquisition Cost	RBV at Term (balance) 60 mos	Monthly Depreciation %	Monthly Depreciation \$	Monthly Lease Charge	Monthly Use Tax at 10.25%	Monthly Payment	Annual Payment	Total Expense over 5 years	
1	2021	Toyota	Tacoma	SRS V6 Double Cab	763	\$31,802	\$6,442	1.35%	\$429	\$91	\$53	\$574	\$6,887	\$34,434
2	2021	Toyota	Tacoma	SRS V6 Double Cab	764	\$31,802	\$6,442	1.35%	\$429	\$91	\$53	\$574	\$6,887	\$34,434
3	2021	Honda	CRV	LX FWD	765	\$25,865	\$5,314	1.35%	\$349	\$74	\$43	\$467	\$5,604	\$28,022
4	2021	Toyota	4Runner	SR5	766	\$34,558	\$6,966	1.35%	\$467	\$99	\$58	\$624	\$7,482	\$37,412
5	2021	Toyota	Sienna	LE FWD	768	\$33,117	\$6,692	1.35%	\$447	\$95	\$56	\$598	\$7,171	\$35,855
6	2021	Chevy	Silverado	1500 Crew WT	769	\$27,571	\$5,638	1.35%	\$372	\$79	\$46	\$498	\$5,973	\$29,864
7	2021	Toyota	Sienna	LE FWD	770	\$33,117	\$6,692	1.35%	\$447	\$95	\$56	\$598	\$7,171	\$35,855
8	2021	Toyota	4Runner	SR5	771	\$34,558	\$6,966	1.35%	\$467	\$99	\$58	\$624	\$7,482	\$37,412
9	2021	Toyota	Sienna	LE FWD	772	\$33,117	\$6,692	1.35%	\$447	\$95	\$56	\$598	\$7,171	\$35,855
10	2021	Ford	Ranger	XLT Crew	773	\$31,290	\$6,345	1.35%	\$422	\$90	\$52	\$565	\$6,776	\$33,882
11	2021	Kia	Sorento	S (V6)	774	\$29,052	\$5,920	1.35%	\$392	\$83	\$49	\$524	\$6,293	\$31,464
12	2021	Chevy	Traverse	LS	775	\$27,120	\$5,553	1.35%	\$366	\$78	\$46	\$490	\$5,875	\$29,377
13	2021	Honda	Odyssey	LX	776	\$32,743	\$6,621	1.35%	\$442	\$94	\$55	\$591	\$7,090	\$35,451
14	2021	Nissan	Pathfinder	SV	777	\$29,563	\$6,017	1.35%	\$399	\$85	\$50	\$534	\$6,403	\$32,016
15	2021	Chevy	Silverado	1500 Crew WT	778	\$27,571	\$5,638	1.35%	\$372	\$79	\$46	\$498	\$5,973	\$29,864
16	2021	Chrysler	Pacifica	Touring LX	779	\$33,633	\$6,790	1.35%	\$454	\$96	\$56	\$607	\$7,283	\$36,413
17	2021	Ford	Explorer	Base	780	\$29,488	\$6,003	1.35%	\$398	\$85	\$49	\$532	\$6,387	\$31,935
18	2021	Subaru	Forester	Premium AWD	781	\$28,098	\$5,739	1.35%	\$379	\$81	\$47	\$507	\$6,087	\$30,433
19	2021	Kia	Sedona	LX	782	\$26,123	\$5,363	1.35%	\$353	\$75	\$44	\$472	\$5,660	\$28,300
					\$580,188	\$117,836		\$7,833	\$1,665	\$974	\$10,471	\$125,656	\$628,278	