**Form C**

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

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

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

<table>
<thead>
<tr>
<th>Section/page</th>
<th>Term, Condition, or Specification</th>
<th>Exception</th>
<th>NJPA Accepts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to sell and Service Nationwide 21.) page 5</td>
<td>Ability to perform services in US Territories</td>
<td>D&amp;M does not currently do business in US Territories</td>
<td>Sourcewell, formerly NJPA accepts</td>
</tr>
</tbody>
</table>

Proposer's Signature: [Signature]  
Date: 5/23/18

**NJPA's clarification on exceptions listed above:**
FORM D

Contract Award
RFP #060618

FLEET MANAGEMENT SERVICES

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

Company Name: Commercial Vehicle Leasing, L.P DBA D&M Leasing

Date: 5/23/18

Company Address: 2730 N. Hwy 360

City: Grand Prairie  State: Texas  Zip: 75050

CAGE Code/DUNS: __________________________

Contact Person: Charles E. Cain  Title: President, Government Fleet Services Division

Authorized Signature: Charles E. Cain  (Name printed or typed)
FORM E
CONTRACT ACCEPTANCE AND AWARD

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

Sourcewell Contract # 060618-CVL

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

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

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

Sourcewell Authorized Signatures:

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CFO Signature

Chad Coauette
Sourcewell Executive Director/CEO Signature

Awarded on 07/23/2018

Sourcewell Contract # 060618-CVL

Vendor Authorized Signatures:

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

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

Authorized Signatory’s Title: President, Government Fleet Services

Charles E. Cain
Vendor Authorized Signature

Executed on 7/24/2018

Sourcewell Contract # 060618-CVL
Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER’S AFFIDAVIT

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

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer’s RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

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

7. The Proposer understands that NJPA will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

8. The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]
By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Commercial Vehicle Leasing, LP dba Dem Leasing
Address: 2730 N. Hwy 360
City/State/Zip: Grand Prairie, TX 75050
Telephone Number: 214-412-1056
E-mail Address: egain@DMAutoLeasing.com
Authorized Signature: Charles E. Cain
Authorized Name (printed): Charles E. Cain
Title: President, Government Fleet Services
Date: 5/24/18

Notarized

Subscribed and sworn to before me this 24th day of May, 2018
Notary Public in and for the County of Texas State of Alabama
My commission expires: 08/01/2021
Signature: [Signature]

[Stamp: Notary Public, Alabama]
Form P

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

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

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

Payment Terms and Financing Options

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

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
   Yes, D&M can tailor the funding to meet the needs of the member. D&M offers lease option for cars, trucks, police cars, school buses, ambulances, firetrucks, etc. Whatever vehicle needs a school or government might need, D&M can provide the funding for it.

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

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

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

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

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

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

- Do your warranties cover all products, parts, and labor?
  All vehicles, regardless of whether they are leased or purchased, are covered under the manufacturer’s warranty. These warranties vary by make and model and include parts and labor. Additionally, D&M offers a “Full Maintenance” program in which the maintenance costs are fixed and guaranteed during the life of the lease. The Full Maintenance program covers routine maintenance items such as oil changes, mechanical failure such as a transmissions and engine, and can be tailored to the needs of the member to include certain “wear items” such as tires and brakes. Full maintenance does include parts and labor.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  OEM warranties do have stipulations which can affect coverage. An example would be adding aftermarket equipment that changes the performance of the vehicle. D&M’s Full Maintenance program is calculated by vehicle category and usage (term/annual mileage). There are no usage restrictions or limitations however, repairs arising from either neglect or abuse are not covered.

- Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?
  No. Vehicles are either towed or driven to the repair facility where the work will be performed.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?
  How will NJPA Members in these regions be provided service for warranty repair? OEM’s require warranty service to be provided at authorized facilities such as a dealership or state maintenance shop. D&M’s Full Maintenance program utilizes service centers nationwide (both manufacturer/dealerships, national account vendors and independent maintenance facilities). However, where population is less dense, so too will be the number of maintenance facilities serving that population.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  OEM warranties are used when applicable and all vehicles will be serviced in accordance with Manufacturers warranty at participating facilities.

- What are your proposed exchange and return programs and policies?
  Vehicles are built to the exact specifications of the customer and therefore cannot be exchanged or returned without possible financial repercussions.

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

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

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

**Pricing, Delivery, Audits, and Administrative Fee**

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

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

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.”

<table>
<thead>
<tr>
<th>Pricing Grid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
</tr>
<tr>
<td><strong>Acquisition</strong></td>
</tr>
<tr>
<td>Interest Rate Index Used</td>
</tr>
<tr>
<td>Basis Points (addor)</td>
</tr>
<tr>
<td>Factory Order Vehicles</td>
</tr>
<tr>
<td>Factory Order Vehicles</td>
</tr>
<tr>
<td>Dealer Stock Vehicles</td>
</tr>
<tr>
<td>Dealer Stock Vehicles</td>
</tr>
</tbody>
</table>

**% Incentives Passed to Customer**
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Tax Incentives</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>State Tax Incentives</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Manufacture Incentives</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td><strong>Maintenance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fixed Maintenance</td>
<td>Category 1: cars, mini-vans, SUV's, and light-duty trucks: 5 cents/mile with (1) set of tires and (1) set of brakes up to 100,000 miles. Category 2: Cargo Vans and trucks up to 1 ton: 6 cents/mile with (1) set of tires and (1) set of brakes up to 100,000 miles. Maintenance cost is charged monthly based upon vehicle, lease term, and estimated annual mileage.</td>
<td>Additional charge for electric vehicles, exotic vehicles, aftermarket equipment, 4WD/AWD vehicles, dual rear wheels and diesel engines. Does not cover neglect or abuse.</td>
</tr>
<tr>
<td>Occurrence Maintenance</td>
<td>$4 per month per vehicle</td>
<td>There is an out-of-network charge of 10%. However, every attempt will be made to enroll out-of-network providers onto the program to eliminate the charge. If warranted, to ensure the best pricing, service, and turn-around, D&amp;M will solicit an RFP on the customer's behalf to all repair facilities within the customer's geographic footprint.</td>
</tr>
<tr>
<td><strong>Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td>0.08%</td>
<td>Based off of the delivered cost of the vehicle and charged monthly.</td>
</tr>
<tr>
<td>Services Charge</td>
<td>$250</td>
<td>Due at lease termination</td>
</tr>
<tr>
<td>Lease Termination Fee</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Interim Interest</td>
<td>Yes/No</td>
<td>How is it calculated?</td>
</tr>
</tbody>
</table>
|                         | Yes                          | Leases begin on the first of the month. A member who takes delivery of a vehicle prior to the 1st will be
<table>
<thead>
<tr>
<th></th>
<th>Auction Fees</th>
<th>At cost</th>
<th>charged interest for the pro-rated portion of the days they have possession of the vehicle prior to the 1st when the lease begins.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resale Fee</td>
<td></td>
<td></td>
<td>Any fees associated with the transportation and selling of the vehicle.</td>
</tr>
<tr>
<td>Provide fee not listed + rate</td>
<td>License Renewals (if member requests this service)</td>
<td>At cost</td>
<td>Any fees associated with processing license renewal.</td>
</tr>
</tbody>
</table>

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

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

10) The pricing offered in this proposal is

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

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

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

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

Sourced items such as aftermarket equipment will be at cost.

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

License, registration, taxes and any fees associated with securing the registration (local, state, federal government) will be invoiced as paid at cost. Other items may include: Courtesy Delivery fee (charged by the delivering dealer),
14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

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

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

Same as above

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Quarterly Volume</th>
<th>Per Unit Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-100</td>
<td>$150</td>
</tr>
<tr>
<td>101+</td>
<td>$250 (retroactive back to unit 1)</td>
</tr>
</tbody>
</table>

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

**Industry-Specific Questions**

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

D&M offers two maintenance programs: the Full Maintenance program (where maintenance costs are fixed and guaranteed during the life of the lease), and Maintenance Management (where maintenance costs are billed to the end user as they occur). D&M recommends work be performed by reputable providers with access to the latest diagnostic software and mechanics familiar with the type of vehicle being serviced. It is preferable that work be done by ASE
certified mechanics. Administering the maintenance program for D&M are ASE certified mechanics who will work with repair facilities to see repairs are diagnosed properly and necessary work is performed quickly and for a fair price. Locations approved for service are unlimited and the process is convenient for drivers. Work can be performed through dealerships and national brand name vendors, such as: Bridgestone/Firestone, JiffyLube, Goodyear, NTB, Walmart and Pep Boys to name a few. All routine maintenance as well as major mechanical items are included in the service based on standard manufacturer service intervals.

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

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

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

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

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

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

Signature:  

Date: 5/23/18