



## **Solicitation Number: RFP #030122**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Automotive Rentals, Inc., 4001 Leadenhall Road, Mount Laurel, NJ 08054 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. All manufacturer's warranties will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. Participating Entities must inspect the Equipment and Products prior to accepting delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Tax exemption does not apply to fuel purchases and the Participating Entity must apply for any applicable fuel tax refund.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal,

or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-

commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities for death, bodily injury or property damage, caused by any act or omission in the performance of this Contract by the Supplier or its employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed

catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

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

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

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

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Automotive Rentals, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Bob White*  
FB8A8D24A4A7461...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Bob White

Title: Chief Procurement Officer

Title: President

6/18/2022 | 3:42 PM CDT

6/23/2022 | 3:27 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

6/28/2022 | 9:45 PM CDT

Date: \_\_\_\_\_

# RFP 030122 - Fleet Management Services

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## Vendor Details

Company Name: Automotive Rentals Inc.

Does your company conduct  
business under any other name? If  
yes, please state: ARI

Address: 4001 Leadenhall Road

Mt. Laurel, NJ 08054

Contact: Jim Zeck

Email: jzeck@arifleet.com

Phone: 856-577-2186

HST#: 21-0622527

## Submission Details

Created On: Thursday January 13, 2022 13:53:09

Submitted On: Tuesday March 01, 2022 15:07:12

Submitted By: Jim Zeck

Email: jzeck@arifleet.com

Transaction #: 064b62f7-b763-4a72-aa27-cec02f65e48c

Submitter's IP Address: 165.225.9.19

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Automotive Rentals, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	<ul style="list-style-type: none"> <li>• Automotive Rentals, Inc.</li> <li>• ARI</li> <li>• ARI is a subsidiary of Holman Enterprises (aka Holman)</li> </ul>
4	Provide your CAGE code or DUNS number:	00-250-4553
5	Proposer Physical Address:	4001 Leadenhall Road, Mount Laurel, NJ, 08054
6	Proposer website address (or addresses):	www.arifleet.com / www.arifleet.ca
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	<p>IN THE U.S.            Joe Henry            District Sales Manager            jhenry@arifleet.com            513-212-8783</p> <p>IN CANADA:            Ryan Heck            District Sales Manager, Western Canada            rheck@arifleet.ca            780-690-6458</p>
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Henry District Sales Manager jhenry@arifleet.com 513-212-8783
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Heck District Sales Manager, Western Canada rheck@arifleet.ca 780-690-6458

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>ARI, a Holman Enterprises company founded in 1948, is the largest family owned fleet management company in the world. Headquartered in Mount Laurel, New Jersey, ARI manages 1.7 million vehicles in North America, the UK and Germany, including 175,000 in Canada. Our more than 2,100 employees combine business insight and optimal life cycle analysis, best-in-class services, and advanced technology to solve complex fleet problems. By looking beyond total cost of ownership, ARI helps our customers see fleet as an investment that helps generate revenue and improve bottom-line performance.</p> <p>ARI is also the first and only full-service, global fleet management provider to be certified as a Women's Business Enterprise (WBE) by Women's Business Enterprise National Council (WBENC), allowing U.S. customers to classify their payments to ARI as Tier 1 Diversity Spend and further diversify their organization's supply chain.</p> <p>Holman Enterprises also includes a consumer and commercial insurance provider (Holman Insurance Services), a retail car dealership group (Holman Automotive), a custom manufacturing, Upfitting and Decal Company (Auto Truck Group, Kargo Master and Auto Truck Graphics), a national parts distributor (Holman Parts Distribution – U.S. Only), and a strategic investment group seeking leading-edge opportunities (Holman Strategic Ventures). With synergies derived from collective competencies in technology, data management, analytics, engineering logistics, connectivity, and mobility solutions, Holman Enterprises is built to deliver lasting customer value and is well positioned for a changing future.</p> <p>ARI's mission is to provide flexible fleet management solutions with the highest quality service standards and quantifiable, value-driven results. Our success is based on developing the best people to work as a team to efficiently satisfy our customers' diverse requirements and reward them for achieving excellent results.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>ARI's expectation is that our sales team across North America will work with each Sourcewell member to offer the proposed programs at the agreed upon pricing under a potential contract.</p>

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>As a privately-held company, ARI does not disclose financial statements. We will be happy to discuss specific financial information at the appropriate stage of the agreement process.</p> <p><b>FINANCIAL STRENGTH AND STABILITY</b></p> <p>ARI's corporate stability, diverse client base, and low historical losses offer a strong credit profile to lenders, who in turn provide ARI with more than \$5.0 billion in financing for North America. We operate with several hundred million dollars of excess liquidity and have access to expand this quickly if necessary.</p> <p>ARI's most recent 144a asset-backed bond offering senior notes were rated AAA by both Fitch and Standard and Poor's.</p> <p>ARI is well positioned for uninterrupted leasing and fleet management services to customers through economic downturn. In addition to a flawless business continuity record, the organization has 73 years of financial stability attributed to:</p> <ul style="list-style-type: none"> <li>• Multiple funding sources to ensure capital availability, including strong liquidity and diversification across bank lines, conduits, asset backed securities, and private placements</li> <li>• A diverse client portfolio to minimize risk, including significant concentrations in essential business classifications, such as utilities, infrastructure, and agriculture</li> <li>• A disciplined and deliberate credit underwriting</li> <li>• A robust vendor network to support customers, including 150,000 maintenance/repair vendors in North America, 24/7/365 call center, and automation in vendor payment processing to minimize customer downtime</li> </ul> <p><b>FINANCIAL REFERENCES</b></p> <p>PNC Bank - Financial Services Group  Bryan Flory  Vice President, Corporate Banking  1600 Market Street, 22nd Floor  Philadelphia, PA  Phone: (215) 585-4935  Email: Bryan.flory@pnc.com</p> <p>J.P. Morgan  John Emery  Managing Director  1650 Market Street, 47th Floor  Philadelphia, PA 19103  Phone: (215) 640-3468  Email: john.d.emery@jpmorgan.com</p> <p>Please see our attachment called 12 ARI Financial Strength and Stability.pdf.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Automotive Fleet Magazine no longer publishes these rankings, but ARI currently holds a large share of the fleet management industry in the U.S. and Canada, and is the largest family-owned fleet management company in North America.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Automotive Fleet Magazine no longer publishes these rankings, but ARI currently holds a large share of the fleet management industry in the U.S. and Canada, and is the largest family-owned fleet management company in North America.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>From time to time, ARI (including its affiliates) may be subject to litigation, investigations or other proceedings, and associated fines, penalties, judgments, revocation of permits or licenses, or other rulings (collectively, "Litigation and Proceedings"), either as a party in such proceedings or as an entity served with legal process such as a subpoena, to produce evidence in proceedings to which ARI is not a party. Litigation and Proceedings may include bankruptcy or insolvency proceedings.</p> <p>In the opinion of senior management of ARI (including its affiliates), there is no pending or threatened Litigation and Proceeding, or other event or condition, and for the past five fiscal years, there has been no pending or threatened Litigation and Proceeding, or other event or condition, which had or could have a material adverse effect on the assets or financial results of ARI (including its affiliates) or on the ability of ARI (including its affiliates) to perform any contract resulting from this proposal process.</p>

16	<p>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.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>ARI is best described as a service provider:</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> <p>This description best describes ARI's business — we are a fleet management service provider. ARI employs District Sales Managers throughout the United States and Canada, who will act as the main liaison for each Sourcewell Member's relationship with ARI. Your DSM for this RFP response is Joe Henry in the U.S. and Ryan Heck in Canada.</p> <p>Please note that each and every Sourcewell Member will have a District Sales Manager assigned to their account, based on location. These sales manager(s) will remain in close contact with the Member account and will be available for strategy planning, problem solving, and other critical issues.</p>	*
17	<p>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.</p>	<p>ARI is qualified to do business in all 50 states (and the District of Columbia) and Canada. ARI has the necessary licenses to procure and lease vehicles in all areas where required.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>This is not applicable to ARI — ARI has not been debarred or suspended.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020</p> <ul style="list-style-type: none"> <li>• 2020 Pros to Know Awards (for Holman Parts Distribution, Auto Truck Group and Kargo Master, ARI's sister companies / fellow subsidiaries of Holman Enterprises)</li> <li>• 2020 Best Places to Work in IT (for Holman Enterprises, ARI's Parent Company)</li> </ul> <p>2019</p> <ul style="list-style-type: none"> <li>• 2019 Conifit Achievement in Customer Excellence (ACE) award – Voice of the Customer category</li> <li>• 2019 Conifit Achievement in Customer Excellence (ACE) award – B2B category</li> <li>• Achievers 50 Most Engaged Workplaces</li> <li>• 2019 Best Workplaces™ in Canada</li> <li>• Best Workplaces™ for Mental Wellness in Canada by Great Place to Work®</li> <li>• 2019 Best Workplaces™ in Canadian Professional Services Industry</li> <li>• WBE Certification granted to ARI and our parent company, Holman Enterprises, by the by the Women's Business Enterprise National Council (WBENC)</li> </ul> <p>2018</p> <ul style="list-style-type: none"> <li>• FORTUNE™ Partners Top Service Leaders Award</li> <li>• Achievers 50 Most Engaged Workplaces</li> <li>• 2018 The Best Workplaces™ in Canada</li> <li>• 2018 Best Workplaces™ in Canadian Professional Services Industry</li> </ul> <p>2017</p> <ul style="list-style-type: none"> <li>• 2017 Fortune 100 Best Companies to Work For</li> <li>• Achievers 50 Most Engaged Workplaces</li> <li>• South Jersey Biz Magazine names ARI one of South Jersey's Best Places to Work for 2017</li> <li>• Ford Police Qualified Vehicle Modifier Program (for Auto Truck Group, which is one of ARI's sister companies and a fellow subsidiary of Holman Enterprises)</li> <li>• 2017 The Best Workplaces™ in Canada</li> <li>• 2017 Training Top 125 List</li> </ul> <p>2016</p> <ul style="list-style-type: none"> <li>• Strategic Growth Award by Evoqua Water Technologies</li> <li>• United Technologies Corporation (UTC) Supplier Gold Award ( 5 consecutive years)</li> <li>• Inaugural Analytics 50 Ranking</li> <li>• Training Magazine Leadership Development</li> <li>• 2016 Fortune 100 Best Companies to Work For</li> <li>• 100 Best Workplaces™ for Millennials</li> <li>• IDG's Computerworld's Best Places to Work in IT</li> <li>• Achievers 50 Most Engaged Workplaces</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	ARI does not disclose financial information related to our clients without their approval. ARI will be happy to discuss our relationships and spend with government, education, and non-profit agencies at the appropriate stage of the agreement process and after procuring approval from our clients. We have provided government customer references in Table 4.
21	What percentage of your sales are to the education sector in the past three years	ARI does not disclose customer and financial information related to our clients without their approval. ARI will be happy to discuss our relationships and spend with government, education, and non-profit agencies at the appropriate stage of the agreement process and after procuring approval from our clients. We have provided government customer references in Table 4.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ARI does not disclose customer and financial information related to our clients without their approval. ARI will be happy to discuss our relationships and spend with government, education, and non-profit agencies at the appropriate stage of the agreement process and after procuring approval from our clients. We have provided government customer references in Table 4.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ARI does not currently hold any GSA contracts.

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia, Department of Administrative Services	Eric Mercier, GCPA Contract Management Specialist, State Purchasing Eric.Mercier@DOAS.Ga.Gov	404-463-1540	*
Federal Government of Canada, Canadian Food Inspection Agency (CFIA)	Megan Peteranac Manager, Fleet Procurement and Management megan.peteranac@inspection.gc.ca	519-803-3974	*
Government of The Province of British Columbia, Procurement and Supply Division	Brian Sugrue Fleet Procurement Specialist, Procurement Services brian.sugrue@gov.bc.ca	778-677-1417	*
State of New York, Office of General Services	Heidi Langley Fleet Team Leader, Procurement Services Heidi.Langley@ogs.ny.gov	518-486-6051	

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Federal Government of Canada	Government	ON - Ontario	PLEASE NOTE: ARI provides services to the Federal Government of Canada in ALL PROVINCES. However, the dropdown menu allows us to choose only one province, so we have chosen Ontario as a placeholder.  Since, 1993, ARI has provided the following programs to the Federal Government of Canada's many different fleets in ALL PROVINCES (totaling roughly 40,000 cars, vans, SUVs, LD/MD/HD trucks, trailers, buses, and equipment):  Fuel Cards; Bulk Fuel; Licensing/Registration Renewals; Fringe Taxable Benefits; Maintenance Management; Roadside Assistance; Telematics; GMS Virtual Garage.	40,000 units	As a privately-owned company and in observance of our clients' privacy, ARI does not share this information.	*
State of Georgia	Government	Georgia - GA	Since 2002, ARI has provided the following programs to the State of Georgia's fleet of 23,500 cars, vans, SUVs, LD/MD/HD trucks, trailers, buses, and equipment:  Data Integration; Fuel Data Capture; Maintenance Management; Roadside Assistance; Pool Vehicle Reservation Management System; GMS Virtual Garage.	23,500 units	As a privately-owned company and in observance of our clients' privacy, ARI does not share this information.	*

State of New York	Government	New York - NY	<p>Since 2012, ARI has provided the following programs to the State of New York's many agencies, comprised of roughly 18,600 cars, vans, SUVs, LD/MD/HD trucks, trailers, buses, and equipment:</p> <p>Accident Management; Subrogation; Registration Renewals; Fuel Cards; Fuel Data Capture; Maintenance Management; Forklift Maintenance; Roadside Assistance; Telematics; GMS Virtual Garage.</p>	18,665 units	As a privately-owned company and in observance of our clients' privacy, ARI does not share this information.	*
Canada Post	Government	ON - Ontario	<p>Since 2020, ARI has provided fuel cards to the Canada Post's fleet of roughly 16,000 vans, HD trucks, and SUVs.</p>	16,000 units	As a privately-owned company and in observance of our clients' privacy, ARI does not share this information.	*
Government of The Province of British Columbia	Government	BC - British Columbia	<p>Since 2015, ARI has provided the following programs to the Government of the Province of British Columbia's fleet of roughly 14,000 cars, SUVs, vans, LD/MD/HD trucks, trailers, and equipment:</p> <p>Fleet Administration Program; Accident Management; Registration Renewals; Fuel Cards; Maintenance Management; Roadside Assistance; Violations.</p>	14,000 units	As a privately-owned company and in observance of our clients' privacy, ARI does not share this information.	*

### Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
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26	Sales force.	<p>ARI's sales force is comprised entirely of full-time ARI employees, operating from our offices and in work-from-home locations throughout the country. We have the following brick-and-mortar locations in the U.S. and in Canada:</p> <p>IN THE U.S.:</p> <p>ARI Headquarters Mt. Laurel, New Jersey 4001 Leadenhall Road Mt. Laurel, NJ 08054</p> <p>Mt. Laurel, New Jersey – Technical Resource &amp; Innovation Center 2001 Bishops Gate Boulevard Mt. Laurel, NJ 08054</p> <p>Grapevine, Texas – Technical Resource Center 2550 SW Grapevine Parkway Grapevine, TX 76051</p> <p>Houston, Texas – Technical Resource Center 13805 West Road, Suite 200 Houston, TX 77041</p> <p>Puerto Rico – Montehiedra Office Center 9615 Avenida Los Romeros, Suite 330 San Juan, PR 00926</p> <p>IN CANADA:</p> <p>ARI Canada Headquarters (includes Technical Resource Centre) 1270 Central Parkway West, Suite 500 Mississauga, ON L5C 4P4</p> <p>Mississauga, Ontario Remarketing Centre 3638 Erindale Station Road Mississauga, ON L5C 2T1</p> <p>Ottawa, Ontario National Capital Region 38 Auriga Drive, Suite 223 Nepean, ON K2E 8A5</p> <p>Laval, Quebec Eastern Regional Office &amp; Remarketing Centre (includes Technical Resource Centre) 2570 Le Corbusier Blvd. Laval, QC H7S 2K8</p> <p>Calgary, Alberta Western Regional Office &amp; Remarketing Centre 237 8th Avenue SE, Suite 700 Calgary, AB T2G 5C3</p> <p>Edmonton, Alberta 17010 103 Avenue, Suite 190 Edmonton, AB T5S 1K7</p> <p>Vancouver, British Columbia (includes Technical Resource Centre) 8545 Commerce Court Burnaby, BC V5A 4N4</p> <p>The sales force maintains ultimate accountability for our clients' satisfaction. Every Sourcewell member will have a District Sales Manager assigned to their account. These sales manager(s) will remain in close contact with the account and will be available for strategy planning, problem solving, and other critical issues.</p> <p>Our sales and service forces are comprised entirely of ARI employees.</p>
27	Dealer network or other distribution methods.	<p>ARI has the ability to purchase vehicles from dealerships across North America and we will utilize our parent company's Holman Automotive dealerships where it makes the most business and financial sense.</p>

28	Service force.	<p>ARI's service force is comprised entirely of ARI employees. They are based in our global headquarters in Mt. Laurel, New Jersey, at our regional offices in North America, in work-from-home situations, and at our North American Technical Resource Centers in Mt. Laurel, New Jersey; Houston, Texas; Grapevine, Texas; Mississauga, Ontario; Laval, Quebec; and Burnaby, British Columbia. These employees are dedicated full-time to serving ARI's clients. We have more than 200 customer service reps in our home office and nearly 300 support staff in our Technical Resource Centers.</p> <p>Our sales and service forces are comprised entirely of ARI employees.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Every year, we analyze the job each vehicle will perform to determine its specialized requirements, including operating conditions, the occupational responsibilities of the Sourcewell Member's drivers, annual mileage, maintenance programs, payload, safety and ergonomics, and other variables. This is to ensure we choose the best unit to perform each job at the lowest cost per mile.</p> <p>ARI Account Management team members (which can include an Account Executive and a Regional Engineering Manager, depending on the needs and vehicles of the Member agency) collaborate with ARI's Supply Chain team and with ARI's Business Intelligence and Analytics team to help the Sourcewell Member develop the best vehicle selector.</p> <p>ARI has the ability to source any vehicles of the preferred make, model, and specifications as determined by the Sourcewell Member, including everything from sedans, SUVs, upfitted pick-ups and vans, trailers, equipment, LD and MD trucks, and even Class 7 &amp; 8 heavy duty trucks.</p> <p><b>LEASING AND PURCHASING</b></p> <p>With the ability to select either open or closed-end leasing options, you'll match factors like lease terms, resale values, and mileage to your unique operational conditions. The Sourcewell Member can choose to finance your vehicles using either floating or fixed rates based on which model better aligns with your needs. Because ARI always takes a fully transparent approach to displaying our rates—one that combines your business data with economic and consumer research—you'll always know exactly what you're getting for the price. And, unlike many competitors who continue lease billing until a vehicle is sold, ARI's lease billing stops when a vehicle goes out of service — improving your cash flow and reducing total cost of ownership.</p> <p>When you lease or purchase through ARI, all of your information is consolidated into a single system (ARI insights) so you can see your fleet costs from start to finish.</p> <p><b>SPECIFICATION REVIEWS AND ORDERING</b></p> <p>Whether vehicles are leased or purchased outright, ARI provides a full range of acquisition services, including selector development, lifecycle analysis, and lease vs buy analysis, plus factory and stock purchases.</p> <p>Each time the Sourcewell Member wants to place an order, the Account Management team (including a Regional Engineering Manager and a Truck Spec Analyst for fleets with trucks/equipment/upfitting) create a document (sometimes referred to as a catalog) in PriceNet® within ARI insights®, developing your specs and options, and ensuring your vehicles are built to meet the needs of your applications.</p> <p>ARI shares any changes, opportunities, or recommendations at a Spec Review, and would work with the Sourcewell Member's team to finalize complete specifications for the order cycle. The ARI team compiles these into a spreadsheet/catalog, and supports additional updates and changes on an as needed basis throughout the model year. The spreadsheet/catalog is available electronically through ARI insights, our web-based fleet management system, and the Sourcewell Member can designate who would have access to it for ordering.</p> <p>Customer Service Ordering:</p> <p>The ARI account management team receives purchase orders from the Sourcewell Member, leverages the Sourcewell Member's defined parameters, specifications, and data, and ensures completeness, quality, and expediency in placing new vehicle orders through ARI's online systems on the Sourcewell Member's behalf.</p> <p>Factory and direct ordered vehicles:</p> <p>Online ordering is facilitated by PriceNet®, a proprietary system accessible through the ARI insights fleet portal, where customers can build and view selectors, and place new vehicle orders. Customization exists to enable a driver, decentralized fleet</p>

		<p>stakeholder, or centralized fleet manager/team to place orders from pre-approved or ad-hoc selectors, to adapt order preferences and parameters for customer needs, and to define prompts for approval by the Sourcewell Member and/or ARI.</p> <p>Additionally, if using our Fleet Administration Program, the Sourcewell Member can choose to have your ARI Account Executive place all orders on your behalf, reducing your administrative burden.</p> <p><b>ARI'S TRUCK EXPERTS</b></p> <p><b>REGIONAL ENGINEERING MANAGER (REM)</b> Regional Engineering Managers (REMs) provide vehicle acquisition and specification consulting for complex vocational fleets, serving as an extension of customers' internal teams for technical expertise and supply chain support. REMs work closely with the Sourcewell Member (and their ARI Account Management team) to understand driver and vehicle conditions, along with budget, order volume, and timing considerations, and to align their efforts with the unique demands and goals of the Sourcewell Member.</p> <p>From conducting site visits and spec reviews, to offering guidance and recommendations, and working with chassis and equipment manufacturers, REMs leverage deep industry experience to optimize vehicle ordering for safety, productivity, order-to-delivery timelines, and total cost of ownership. Their proficiency in navigating the complexities of vehicle acquisition, and close coordination with vertically integrated teams for vehicle design, order placement, component manufacturing, installation, initial licensing, delivery coordination, and status reporting uniquely position REMs for value creation through your supply chain, in turn positioning fleet to best support the Sourcewell Member's core business.</p> <p>ARI's team of REMs has decades of experience with vocational trucks/equipment and the fleet management industry, and provides industry-leading expertise and support for consultative vehicle specifications.</p> <p>ARI can work with any upfitter the Sourcewell Member chooses, ensuring that you use vendors you are comfortable with. ARI has worked with a number of top suppliers in the industry. However, ARI also offers our partner company, Auto Truck Group, for all upfitting services. Both ARI and Auto Truck Group are part of the Holman Enterprises group of family-owned and family-run automotive and fleet businesses.</p> <ul style="list-style-type: none"> <li>• Additionally, Auto Truck Group recently acquired the assets and business of Kargo Master, a leading manufacturer of commercial van equipment and pick-up truck ladder racks. This gives Auto Truck the ability for direct oversight and control over supply chain and manufacture of complex equipment and vehicles.</li> <li>• Holman Enterprises has further extended our supply chain capabilities for critical upfitting components with Auto Truck Graphics, a key provider of graphics and decals to Auto Truck Group.</li> </ul> <p>ARI's vertical integration of Auto Truck Group (including Kargo Master and Auto Truck Graphics) offers additional efficiencies, visibility, and value otherwise unavailable in the fleet management industry, together offering a truly end-to-end approach to supply chain management. ARI is your one-stop-shop for all of your supply chain needs.</p>
<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p><b>DAY-TO-DAY SUPPORT IN EACH REGION</b></p> <p>Sourcewell Members will have a small team of (two or three) Client Administrators that is focused on providing tactical and operational support to the Sourcewell Member's fleet team. ARI's Client Administrators work in a small team environment to ensure proper coverage and continuity for our clients. Their focus is on providing best in class service and exceptional response times by leveraging their expertise in fleet operations and policy governance. They act as a liaison between ARI and the Sourcewell Member and all internal ARI departments. They will assist with daily fleet issues including general inquiries, stock purchases, billing inquiries, vehicle order status, used vehicle termination, licensing issues, etc. and coordinate problem resolution and customer satisfaction.</p> <p>Larger fleets, or Sourcewell Members who choose to use our Fleet Administration Program (FAP – described below), will also have an Account Executive for more strategic support.</p> <p><b>TRUCK SUPPORT FOR NORTH AMERICA</b></p> <p>Sourcewell Members with trucks, who have vehicle specification and upfitting needs, will have a Regional Engineering Manager (REM), who will share his extensive expertise with you, and can use his contacts with upfitters to help the Sourcewell</p>

		<p>Member acquire the best units with the exact specifications and upfitting to do a particular job — and perform at the lowest cost per mile.</p> <p>These Sourcewell Members would also have a Truck Account Administrator (TAA), who establishes fleet needs and supports with maintenance recommendations, and you'll have a Truck Spec Analyst (TSA), who is your contact for any truck specification matters.</p> <p>ARI's knowledgeable team of Regional Engineering Managers, Truck Spec Analysts, and Truck Account Administrators have an average of 27 years of experience with ARI and in the truck/fleet industry, with some having as many as 40 years of experience. This experience is supplemented by ARI's partner company, Auto Truck Group, with access to a pool of talent and resources far beyond our competitors.</p> <p><b>CALL CENTERS &amp; PROGRAM SUPPORT</b></p> <p>Technical Resource Centers: You will also have hundreds of ASE- and Red Seal-certified maintenance technicians available 24/7/365 in the Technical Resource Centers. They interact with fleet managers and drivers 24/7/365 for maintenance, breakdown, and after-hours claims issues (with our Accident Call Center taking claims calls during business hours). They also communicate with vendors to negotiate the best prices for each and every repair on behalf of the Sourcewell Member, while delivering complete price transparency.</p> <p>Client Information Systems Help Desk: Additionally, you will have a technology Help Desk and available training from our Client Information Systems (CIS) team. The CIS Help Desk has live operators from 8:30 a.m. to 5:30 p.m. ET, Monday through Friday, to answer questions and resolve technical hardware/software issues. They provide no-cost training when requested.</p> <p>Your account management team will interact with Subject Matter Experts for each of your fleet programs, across our entire organization, on your behalf. These experts are from Leasing, Maintenance, Fuel, Licensing, Compliance, Safety, Accident Management, Subrogation, Telematics, Client Information Systems, and other departments. Additionally, the Sourcewell Member and their ARI account management team always have access to the team of Strategic Consultants in our Business Intelligence &amp; Analytics group, who help identify opportunities for savings and improvement for the Sourcewell Member, free of charge. All of these experts help us make your fleet a best-in-class operation.</p> <p><b>ADDITIONAL SUPPORT WITH OUR FLEET ADMINISTRATION PROGRAM (FAP)</b></p> <p>Customers enrolled in our Fleet Administration Program (FAP) receive additional driver support through a customer service call center known as the FAP Call Center (aka the Driver Call Center).</p> <p>With FAP, you will have a vanity email account and vanity phone line where your North American field personnel/business units and drivers can access the fleet administration department directly. The FAP Call Center administrators field these calls and emails from your drivers and business units Monday through Friday, from 8:30 AM to 8:00 PM, ET. They solve your issues right then, or can connect you with your Account Executives for further assistance.</p> <p>Additionally, with our Fleet Administration Program, your Account Executive can place all vehicle orders for you, saving you time and effort.</p> <p>Please see our attachment called 30a ARI Fleet Administration Program Overview.pdf for further details on ARI's FAP offerings for support of your fleet personnel and drivers.</p> <p>For our call center metrics (response times, etc.), please see our attachment called 30b ARI Call Center Metrics.pdf.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>ARI would be pleased to continue to offer Sourcewell Members our services in the United States. ARI provides comprehensive fleet administration tools and services, freeing our customers to focus on core responsibilities. Throughout our proud 73-year history and under the guidance of unchanged family ownership, ARI has forged lasting relationships with more than 2,600 clients in North America, the UK, and Germany, managing their 1.7 million vehicles).</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ARI would be pleased to offer Sourcewell Members our services in Canada. ARI operates six offices in Canada located in Mississauga (Head Office), Calgary, Burnaby, Laval, Edmonton, and Ottawa. ARI provides comprehensive fleet administration tools and services, freeing our customers to focus on core responsibilities. Throughout our proud 73-year history and under the guidance of unchanged family ownership, ARI has forged lasting relationships with more than 2,600 clients in North America, the UK, and Germany, managing their 1.7 million vehicles, including 183,000 in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ARI is able to serve all regions of the U.S. and Canada through the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>ARI is able to serve all entity sectors in all regions of the U.S. and Canada through the proposed contract. We understand that there are current Sourcewell Members throughout all of the United States and Canada (including areas like Hawaii, Alaska, the U.S. territories, and all Canada territories.)</p> <p>ARI's North American presence is vast and other cooperative purchasing contracts do not limit our ability to work with Sourcewell Members.</p> <p>As outlined below, any agency or entity that chooses to conduct business with ARI may be subject to credit approval.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>ARI will do business with all Sourcewell Member segments. However, as a sound business practice, before we can agree to provide service, we would need to assess the following items:</p> <p>Credit Worthiness: ARI must be given the right to decide on the credit worthiness of any entity who wishes to use the Sourcewell contract as a means to access certain services from ARI. Each state, province, territory, municipality, or agency would stand alone as far as payment ability, and ARI reserves the right to address that ability on a case by case basis.</p> <p>Scope of Work: We must agree that the Sourcewell Member understands the scope of work as outlined in the Sourcewell contract and is in agreement with ARI on the performance of our collective duties. In essence, a Member cannot dictate the terms of the contract to suit their administrative requirements (which may increase the burden on ARI) without additional compensation being permitted.</p> <p>Legality of Adjoining: We must be assured that there are no legal or regulatory issues within the adjoining state / provincial / territorial / local government laws which would materially alter the terms and conditions of the Sourcewell contract.</p> <p>ARI's Safety and Registration programs cannot be used as standalone services — they must be bundled with additional programs.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ARI advertises in fleet industry publications and can promote our joint venture in any government related publications.</p> <p>Additionally, we can do push promotions to our customers and prospects which include interviews, case studies, and success stories relating to any members that have come on board with ARI.</p> <p>We have included an advertisement from when Sourcewell was known as NJPA, attached as 36 ARI Marketing Ad.pdf. This industry publication ad publicized our past partnership with NJPA.</p> <p>We would partner with Sourcewell to review all marketing opportunities.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>ARI is a leader in system offerings. We have our own web-based systems, ARI insights, and ARI Driver insights, as well as an accompanying driver app called the ARI Driver insights Mobile App. We do not, however, advertise on our internal sites utilized by customers. We can promote products/service offerings in electronic publications and push communications, as well as any of the advertising media mentioned above.</p> <p>ARI uses many social media channels to promote and enhance marketing effectiveness such as Facebook, Twitter, LinkedIn, etc.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In addition to Sourcewell marketing the relationship with ARI in publications and brochures, we would require Sourcewell to provide content and graphics for ARI's marketing materials.
39	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.	ARI does not offer an e-procurement site for fleet management services. We can implement a fleet personnel and driver web ordering process to place vehicle orders, but that is the extent of our online ordering services.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>During implementation, ARI educates Sourcewell Members on accessing and using all of ARI programs, services, and systems.</p> <p>CLIENT INFORMATION SYSTEMS (CIS) HELP DESK</p> <p>Additionally, Sourcewell Members will have a technology Help Desk and available training from our Client Information Systems (CIS) team. The CIS Help Desk has live operators from 8:30 a.m. to 5:30 p.m. ET, Monday through Friday, to answer questions and resolve technical hardware/software issues.</p> <p>The CIS Department provides no-cost training when requested, as well.</p> <p>ARI's technical team members have a complete background in internet and database systems. The team can conduct training sessions when and where needed.</p> <p>In addition, ARI's systems include a help feature with system documentation and virtual training, which is online and complete with video and narration. Our clients can customize their personal ARI insights dashboard to include the following help-related key performance indicators and alerts:</p> <ul style="list-style-type: none"> <li>• Online help</li> <li>• Training classes</li> <li>• Virtual trainer</li> </ul>
41	Describe any technological advances that your proposed products or services offer.	<p>ARI believes in using technology to help our clients tackle tough business problems, whether it's helping them ensure compliance with regulations, track fleet expenses, identify vehicles that have missed preventative maintenance, or develop a replacement schedule that fits their budget. We invest 20% of our total operating budget into systems and technology</p> <p>ARI's tools and technologies help our clients by:</p> <ul style="list-style-type: none"> <li>• Automating manual processes</li> </ul>

- Providing high-level and granular data about every aspect of your fleet
- Using exception reporting and dashboard alerts so you can make informed strategic decisions about your fleet
- Gathering data from multiple sources and presenting it through a single portal

Some examples of the tools we use to empower our services include:

- ARI insights® – Our online fleet management system, ARI insights, provides a state-of-the-art user interface, one-click navigation, performance benchmarking, vehicle status, and ad-hoc reporting capabilities – all in one single system. As a 24/7/365 supplement to the support provided by your ARI account management team, each user can customize the ARI insights system, allowing them to configure the dashboard to their unique data feeds for customized reporting abilities. With ARI insights, Sourcewell Members can view, assess, and report on all aspects of an overall North American fleet, or break it down into offices, segments, regions, countries, etc., for more granular reporting.

For details on and screenshots from ARI insights, please see our attachment called 41a ARI insights - Data Integration + Reporting NA.pdf.

- ARI Driver insights® – ARI's driver portal, known as ARI Driver insights (a companion to ARI insights), enhances drivers' capabilities to send and receive information pertaining to themselves and/or their vehicles. Fleet managers can customize the system's dashboard to catch drivers' attention.
- ARI Driver insights Mobile App – The ARI Driver insights Mobile App accompanies our web-based driver portal, ARI Driver insights, and provides the same functionality, on the go. Your drivers need a fleet vehicle that is safe and compliant, along with quick access to the tools and support that enable them to be as efficient and effective as possible on the road. The ARI Driver insights mobile app gives your drivers the information and resources to do just that, with access to documents, status, push notifications, location services, and support, all in a sleek and intuitive user interface—curated around your business needs.

While fleet managers can easily assign drivers to available or multiple vehicles, those drivers will have access to the mobile app on their Android phone, tablet, iPhone, or iPad via an automated invite process. Through this, your drivers will always have important information and ARI's virtual service at their fingertips. The mobile app's various functionalities include:

- Dashboard: All of a driver's pertinent vehicle information and tracked fuel expenses are centrally located with the mobile app for easy location.
- Alerts: Centralizes all notifications and status updates regarding licensing renewals, PM service, vehicle inspections, and more, with notifications also populating on the device's home screen.
- Order Status: Drivers can monitor and track the status of their new vehicle as it progresses through the manufacturing and delivery process.
- Find Maintenance Vendors / Fuel Stations: Allows drivers to easily locate maintenance and fuel service vendors in their area. Using the driver's location, this functionality provides a map view that can be used to obtain directions or call the vendor.
- Replace Fuel Card: Provides your drivers the ability to request a new fuel card, along with the option to select their preferred shipping method and delivery address.
- Retrieve Pin: This feature (U.S. only) provides drivers safe-keeping for and quick access to their co-branded fuel card's PIN number, which is used to authorize fuel purchases.
- eCoupons: Prompts your drivers when preventative maintenance is due via the app's digital coupons, which can be applied to purchase orders and highlights the necessary maintenance. In Canada, the app doesn't provide PM eCoupons, but it prompts your drivers when preventative maintenance is due, with the ability to access a driver's location when using the app to help locate a nearby vendor in ARI's open network.
- Documents: Drivers can quickly access essential vehicle documents such as insurance and service cards, licensing documents, and other vehicle documentation.
- Driver Vehicle Inspection Reports: Allows drivers to submit daily electronic vehicle inspection reports detailing missing or defective items on their vehicle.
- Recalls: Notifies your drivers of any recalls pertaining to their vehicle directly from the manufacturer, with detailed information including recall campaign, vehicle age and

model.

- Roadside Assistance: Drivers can request roadside help with a nearby, preferred service provider, to quickly arrange for assistance with battery-, tire-, or fuel-related issues, towing, or a lockout.

- Schedule Glass Repair: In the U.S., drivers can seamlessly schedule Safelite® glass repair or replacement services with the ability to select a service or mobile shop and choose a service date and time.

- Accident Claims: Provides drivers with real-time status updates on their accident repairs with either in-app mobile alerts or email notifications.

- Service History: Drivers can access their vehicle's entire maintenance history with ARI, all searchable based on Vendor name/Address or Repair type.

- Mileage Reporting: Drivers can add odometer readings, enter mileage, and review mileage history for taxable benefit purposes and delineate trips for business, personal, and commuter travel.

- Licensing: Drivers can request initial, renewal, or replacements of credentials and receive status updates on their requests or any licensing renewals initiated by ARI.

- Violations: Notifies drivers of all new, processed violations, with the ability to review additional details and/or images, as well as directly make payments on infractions via a credit card through the mobile app.

- Contact ARI: Gives your drivers access to contact ARI via email, phone, or live chat for assistance in multiple areas such as driver support, vehicle maintenance, safety, and technical support.

Please see our attachment called 41b ARI Driver insights Mobile App Overview US & CAN.pdf for a complete description (with screenshots) of the mobile app and how it functions in the U.S. and in Canada (there are a few minor differences).

- ARI Driver Scorecard™ – ARI's Driver Scorecard allows Sourcewell Members to assess how individual drivers, groups of drivers, or the entire fleet are behaving on the road. It captures information from all aspects of driver behavior, including claims, MVR, violations, maintenance, fuel, telematics data, and more.

- ARI PartnerConnect® – Using ARI PartnerConnect, maintenance vendors can easily open and close purchase orders online -- freeing up more of their time to work on vehicles in their shop. ARI's technicians can approve or deny repair requests directly through the system, so vendors can get authorization faster. It also notifies vendors about any upcoming preventative maintenance and inspections for vehicles in the shop, so vendors can perform them without waiting for authorization.

- Maintenance Downtime Tracker – ARI's vendor network is geofenced and assets with installed telematics devices are tracked by GPS and noted when located at the garages. Users will have the ability to search for and view the exact location vehicles, based on the last ping from the telematics device in the vehicle, as well as the purchase order linked to the repair details.

- PM Variability – As we were looking at various ways to model lifetime preventive maintenance compliance, we viewed the data through the lens of coefficient of variability. In other terms, we essentially measure how consistent you are with performing your preventive maintenance (PM) services. The more consistent you are with performing PMs, the better the overall maintenance performance of the fleet. As consistency declines, fleets experience greater unscheduled maintenance costs and disruptions due to downtime events. Once a fleet reaches greater than 30% variability, they begin to experience negative effects. For the average fleet, lack of PM consistency adds \$27 PVPM in additional expense and results in a four times greater risk of major component failure. Compliance is still extremely important. You don't want any vehicles to become "severely overdue." Manage to zero percent severely overdue vehicles to reduce workload and reap the benefits.

- Life Cycle Cost Analysis – The ARI life cycle analysis tool performs side-by-side lifecycle cost comparisons and establishes optimum replacement parameters. The tool utilizes data visualization to perform vehicle comparisons and show consolidated views of vehicle metrics.

- Replacement Cycle Analyses – ARI's strategic consultants from our Business Intelligence & Analytics group will work with your ARI Account Executive to create an optimal vehicle replacement cycle strategy for you. The vehicle replacement strategy is to analyze and incorporate factors such as your fiscal budget (including credit score and balance statements); your process and business priorities; vehicle selectors; total cost of ownership (gleaned from the Life Cycle Cost Analyses or LCCAs); fleet operating

environment and vehicle responsibilities (including payload factors like number of passengers, volume of cargo, addition of equipment and upfitting, if needed, etc.); impact of vehicle downtime to the business; vehicle reliability; vehicle age; and vehicle safety, among others.

- Vehicle Economic Service Life (VESL) Model – Additionally, to ensure that ARI provides you with the best possible Replacement Cycle Analyses, ARI takes into account all of the details in the previous paragraph and incorporates them into the ARI Vehicle Economic Service Life (VESL) Model. The VESL model takes the above factors into account and helps us improve our process and our results, ensuring that we provide replacement cycle analyses that are evidence-based, repeatable, and efficient. We use the VESL model to give us a more subjective and accurate replacement cycling model, helping us define what works best for the Sourcewell Member, specifically.

ARI's Business Intelligence & Analytics group's mission is to leverage market-leading business intelligence and analytics methods to optimize your fleet operations with significant, timely, and data-driven strategies. A Replacement Cycle Analysis is now a completely data driven strategy supported by ARI's substantive expertise and a solid, mathematical backing.

- Vehicle Replacement Prioritization Tool – ARI has a Vehicle Replacement Prioritization Tool available within ARI insights. Whether your ARI Account Executive provides you data from the tool or you use it yourself, you'll find that it helps you determine which vehicles need to be replaced first. The Vehicle Replacement Prioritization Tool analyzes and weights eight different pieces of criteria, including age, mileage, maintenance expenses (for the last year and over a vehicle's lifetime), and total downtime. It also accounts for how important a vehicle is to the operation of the Sourcewell Member. For example, critical vehicles, like a specialized work truck without a back-up, would be weighted more heavily for replacement than vehicles that are not critical or that can be easily replaced with a rental vehicle. Though this tool does not determine the exact time to replace vehicles (that is accomplished with the replacement cycle analyses and VESL model noted above), it does rank your vehicles in terms of priority for replacement, ensuring you know which vehicles to consider for replacement and remarketing first.

- OEM Telematics Integration – ARI is the first fleet management company to fully integrate with Ford and GM, and with other OEM integrations and innovative tools underway, will continue to lead the industry in a fully integrated fleet infrastructure. ARI Telematics Complete provides a seamless end-to-end managed solution for factory-installed units from Ford and GM, as well as third-party devices. With ARI, The Sourcewell Member will have the ability to integrate all telematics data into one centralized platform along with consolidated invoicing. ARI insights is the only fleet portal that fully integrates with Geotab to centralize telematics tools, alerts and reports with the rest of our clients' fleet data to enhance optics that can be leveraged for data-drive decision making.

42	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.	<p>ARI and our parent company, Holman Enterprises, are dedicated to increasing our sustainable initiatives and reducing our impact on the environment. We approach sustainability at the enterprise level and then each business line has additional areas of impact that are relevant for them. We have policies and practices in place to ensure we follow all environmental regulations and codes in every location where we do business.</p> <p>At the enterprise level, our goal is to create a more formalized and strategic approach to sustainability. As an organization, we have always been conscious of our planet because we believe that is part of doing the right thing, but we have been working diligently to put formal structure around this. Our first goal is to have several key locations implemented into our new utility tracking system for energy and water usage by mid- 2022. In 2020, we established a tracking system for waste production and diversion percentage. These metrics will allow us to set formal reduction targets across the entire enterprise related to energy, water and waste.</p> <p>We have a team focused on our corporate social responsibility efforts and recently created a focused workgroup that will be determining our environmental targets. As we are evaluating what greenhouse gas reduction targets are right for our organization, we are also evaluating whether registering with the Science Based Targets initiative is best for our needs.</p> <p>Another goal our organization had was to establish engagement and education focused on environmental responsibility. We created the Holman Sustainability program in 2019 and an employee volunteer group called the "E-Team" that fully focuses on environmental education and volunteer activities. We set participation goals for the year and track employee engagement. We are working on creating a public Annual Report in the future as we continue to enhance our strategic direction in relation to corporate social responsibility.</p> <p>ARI specifically focuses on fleet and the adoption of alternative fuel vehicles and emission reduction technology. In addition to having a goal to reduce the emissions of our own fleet, we strive to help our customers reduce their fuel related emissions. By building key relationships with other businesses in the alternative fuel space, we strive to position ourselves unlike any other fleet management company to implement sustainable strategies. There are many unique challenges that fleets face, which is why one of our main sustainability goals is to provide our customers with sustainable fleet options that meet their needs and are aligned with the future of mobility. Our sustainable fleet strategy experts are prepared to tackle and create custom solutions for our clients.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ARI operates a certified risk based Information Security Management System that conforms to the requirements of ISO/IEC 27001:2013. Formal and continuous risk management practices are used focusing on the identification, validation, ranking, prioritization, mitigation and tracking of risks relating to protecting of privacy, data, platforms, and services.</p> <p>For your convenience, a copy of our ISO/IEC 27001:2013 certification is attached as 43 ARI ISO 27001 Certification 2021.pdf.</p> <p>Certification status can also be viewed here:  <a href="https://www.schellman.com/certificate-directory?certificateNumber=1957436-6">https://www.schellman.com/certificate-directory?certificateNumber=1957436-6</a></p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>ARI is also the first and only full-service, global fleet management provider to be certified as a Women's Business Enterprise (WBE) by Women's Business Enterprise National Council (WBENC), allowing customers in the U.S. to classify their payments to ARI as Tier 1 Diversity Spend and further diversify their organization's supply chain.</p> <p>ARI's parent company, Holman Enterprises, is also certified in the U.S.</p> <p>Please see our attachment called 44 ARI WBE - WBENC Certification.pdf.</p>

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>ARI has created platforms of expertise in the Government, Railroad, Energy, Telecom, and Utility sectors. Managing the fleet requirements of the trucks and equipment necessary to perform work-related tasks is our core competency. The experience and proven professionalism of our truck staff includes truck specialists with each of the major manufacturers, specialized equipment and upfitting acquisition specialists, specification analysts, ASE and Red Seal-certified truck technicians, and truck and equipment remarketing specialists. This focused commitment has made ARI the largest family-owned provider of specialized truck and equipment fleet leasing and management services in North America. We pride ourselves on our ability to customize a program to meet each client's unique requirements.</p> <p>Additionally, ARI manages and optimizes passenger fleets for sales teams and executives. We currently manage 150,000 SUVs and 92,000 sedans, and help our clients achieve the best possible fleets at the best possible price, while keeping their strategic goals on track and reducing their day-to-day administrative burdens.</p> <p>Regardless of the industry type or fleet size, we add value to your bottom line by managing your fleet as a strategic business asset through our partnership methodology.</p> <p>Further, ARI is part of Holman Enterprises. Holman Enterprises also includes a consumer and commercial insurance provider, a retail car dealership group, a custom manufacturing and upfitting company, a national parts distributor (in the U.S.), and a strategic investment group seeking leading-edge opportunities. With synergies derived from collective competencies in technology, data management, analytics, engineering logistics, connectivity, and mobility solutions, Holman Enterprises is built to deliver lasting customer value and is well positioned for a changing future.</p>
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### Table 9A: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	As noted in our attachment called 46 ARI Warranty Information.pdf, this is not applicable to ARI. ARI does not directly provide or perform maintenance and repairs ourselves, but rather offers our clients services through our vendor network.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This is not applicable to ARI.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable to ARI.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No — ARI's vendor network is accessible through all 50 states and throughout Canada. If a Sourcewell Member-preferred vendor is not in our network, ARI will gladly work with the Sourcewell Member to add them as an Independent Vendor.
50	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?	Warranty work is typically passed on to the Original Equipment Manufacturer.
51	What are your proposed exchange and return programs and policies?	This is not applicable to ARI.
52	Describe any service contract options for the items included in your proposal.	We have outlined our services and pricing in our attachment called ARI Services & Pricing Proposal.pdf. You'll find that document in our zipped file called ARI Pricing.zip.

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Please see our attachment called 53 ARI Sample SLAs.pdf for examples of possible SLAs. These include maintaining an average of 80% first call resolution for all driver calls (with client enrollment on the Fleet Administration program), as well as responsiveness goals and management of escalations. Our SLAs also include items like portal access availability (ARI insights) of 99% and average remarketing Days-to-Sell measure of less than 37 days.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Please see our attachment called 53 ARI Sample SLAs.pdf for examples of possible SLAs. These include maintaining an average of 80% first call resolution for all driver calls (with client enrollment on the Fleet Administration program), as well as responsiveness goals and management of escalations. Our SLAs also include items like portal access availability (ARI insights) of 99% and average remarketing Days-to-Sell measure of less than 37 days.  Additionally, we aim to have your savings far outweigh the cost of your maintenance management program fees every year. Currently, we save our clients more than \$10 per vehicle per month on a consistent basis.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
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<p>55</p>	<p>Describe your payment terms and accepted payment methods.</p>	<p>Payment terms are subject to credit review and can vary based on programs utilized.</p> <ul style="list-style-type: none"> <li>• Generally, for purchase of units, we would invoice the Sourcewell Member at the time the manufacturer invoices ARI, with payment terms of net 10 days.</li> <li>• Generally, for leasing, ARI's payment terms are net 15 days.</li> </ul> <p>ARI accepts payment by electronic funds transfer (ACH or Wire transfer) from our clients.</p> <p><b>BILLING PROCESS</b></p> <p>ARI follows a standard monthly billing schedule as detailed below:</p> <ul style="list-style-type: none"> <li>• We typically generate B (rental) invoices on or about the 25th of the month. There are occasions when we will produce them earlier due to a weekend or holiday.</li> <li>• We typically generate M (miscellaneous) invoices on or about the 27th of the month. This date can also be affected by weekends or holidays.</li> <li>• For clients that request access to miscellaneous charges more frequently, we offer daily, weekly and bi-weekly invoicing options.</li> <li>• We can include all information listed above on an electronic billing report, which we send on the first day of each month. For this reason, there is the potential for files to be sent five business days from the date of the invoice.</li> </ul> <p>ARI customizes all reports to our clients' needs. We will work with the Sourcewell Member to create reports that meet your needs, and we will determine the method in which you want to receive the file.</p> <p>ARI offers a great deal of flexibility and several options for client invoicing. We can provide invoices in PDF or Excel formats, and we have the capability to create customized reporting to provide invoices in other formats EDI, ASCII and CSV with GL coding, cost center coding, etc. Additionally, the Sourcewell Member can view and create custom reports using billing detail and summary pages and export them to Excel.</p>
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56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>ARI offers a variety of financial products to our clients. These include:</p> <ul style="list-style-type: none"> <li>• Vehicle Purchasing</li> <li>• Capital Leases</li> <li>• Operating Leases</li> <li>• Open End Lease</li> <li>• Closed End Leases</li> <li>• Fixed Rate Financing</li> <li>• Floating Rate Financing</li> </ul> <p><b>Vehicle Purchasing</b> For companies who choose to purchase vehicles outright, ARI provides a vehicle purchasing program where clients are billed in full at time of invoice and become the titled owner of the vehicle. This option is also available to clients who utilize third-party funding.</p> <p><b>Capital Leases</b> Under a capital lease, the vehicle asset value goes on the books of the lessee, and as the company makes monthly lease payments, that value decreases by the depreciation payment. The capital lease must be open-end.</p> <p><b>Operating Leases</b> Under an operating lease, the vehicle asset goes on the lessor's books and the lessee simply expenses the payments. Typically, the lessee's financials footnote the amount of minimum payments that are required to be paid. Also, the lessor guarantees a certain amount is realized when the vehicle is sold after the minimum lease period. This is necessary to meet the FASB 13 criteria for an operating lease. The operating lease may be open-end or closed-end. In both cases, the lessor retains the tax depreciation benefits.</p> <p><b>Open-End Lease</b> This lease is the lessee's most flexible lease method. The vehicle's value is 100% amortized over the lease term. The lessee's objective is to select an appropriate amortization schedule so that book value and the actual value of the vehicle are close to the same when the lessee turns in the vehicle, thus minimizing monthly lease payments.</p> <p><b>Closed-End Lease</b> This is a typical consumer lease, generally with a fixed interest rate applied. The lessor bases the payment on cost of money, expectation for actual depreciation, internal overhead, and risk premium.</p> <p><b>Fixed Rate Financing</b> Fixed rates are based on a spread relative to the applicable SWAP rate and based on the Bloomberg data analysis. These are set on the first of each month for vehicles financed that month. ARI rounds the base rate to the nearest 1/4% and adds 20 basis points for issuance.</p> <p><b>Floating Rate Financing</b> Floating rates in the U.S. are based on the 90-Day London InterBank Offered Rate (LIBOR). The LIBOR rate is quoted as the One Month LIBOR rate in the "Money Rates" section of The Wall Street Journal for the twenty-fourth (24th) day of the month (or prior business day if the twenty-fourth is a non-business day) immediately preceding the month for which rental rates are being determined. ARI rounds the base rate to the nearest 1/4% and adds 20 basis points for issuance.</p> <p>In Canada, Floating Rates are based on the 90-Day CDOR Rate, published via Bloomberg. These rates can be audited via the Bank of Canada website or Bloomberg.com. These rates are set on or around the first day of each month for vehicles financed that month. ARI rounds the base rate to the nearest 1/4% and adds 20 basis points for issuance.</p>
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57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>ARI has attached sample contracts for both the U.S. and for Canada, which include open-end leasing and all programs noted within the Sourcwell RFP.</p> <p>Please see our attachments called:</p> <ul style="list-style-type: none"> <li>• 57a ARI US Sample Lease &amp; Services Contract.pdf</li> <li>• 57b ARI CAN Sample Lease &amp; Services Contract</li> </ul> <p>ARI has also attached sample implementation timelines/plans for both the U.S. and for Canada, which include open-end leasing and all programs noted within the Sourcwell RFP. Implementation plans also include timelines for transfer of a Sourcwell Member's database / maintenance history to ARI, etc.</p> <p>Please see our attachments called:</p> <ul style="list-style-type: none"> <li>• 57c ARI US Sample Implementation Plan.pdf</li> <li>• 57d ARI CAN Sample Implementation Plan.pdf</li> </ul>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No – ARI does not accept a P-card procurement and payment process. ARI accepts payment by electronic funds transfer (ACH or Wire transfer) from our clients.	*

### Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>PLEASE NOTE, FOR COMPLETE PRICING SEE SHEET TITLED "ARI Pricing Grid - Sourcwell 2022.xlsx," AND PLEASE SEE PRICING PROPOSAL TITLED "ARI Services &amp; Pricing Proposal.pdf." You'll find these documents in our zipped file called ARI Pricing.zip.</p> <p>ARI's services are priced in several ways, but the most common is a "per vehicle, per month" fee. For some services, such as the roadside assistance and accident management programs, the service is priced as a per-occurrence fee. ARI's Garage Management System is priced on a per-garage basis.</p> <p>Some repairs incur a markup as detailed in our pricing matrix.</p> <p>Charges such as fuel purchases and repairs are billed as a pass-through to the Sourcwell Member.</p> <p>An SKU for each item in our proposal is not applicable, as ARI is not providing line item pricing. Pricing per service is within our attached pricing matrix.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have priced our services in this RFP to be comparable to that of a large government entity. As we work with each new Sourcwell Member's individual contract, we will consider a volume rebate, should the enrolled fleet size be greater than ARI's comparable client base.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	As noted in our response to Question 60, we have priced our services in this RFP to be comparable to that of a large government entity. As we work with each new Sourcwell Member's individual contract, we will consider a volume rebate, should the enrolled fleet size be greater than ARI's comparable client base. We have included a basis point fuel rebate within our pricing proposal (please see our attachment called ARI Services & Pricing Proposal.pdf. You'll find this document in our zipped file called ARI Pricing.zip).	*
62	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.	Please see ARI's attachment called ARI Services & Pricing Proposal.pdf for our proposed services, pricing, and associated processes. You'll find this document in our zipped file called ARI Pricing.zip.	*

63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This is not applicable to ARI.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>This is not applicable to ARI for the services being offered, except in regards to mailing/shipping of vehicle titles or license plates, etc.</p> <p>Please see details here:</p> <p>ARI charges for overnight or express delivery shipments that warrant special handling, for example, vehicle titles and license plates.</p> <p>ARI ships via FedEx and charges the FedEx bill (rate is based on the recipient's mailing address), plus a doc fee, which is equal to the Fed Ex fee, but caps at \$20.00:</p> <ul style="list-style-type: none"> <li>• If the FedEx bill is \$15, we charge a total of \$30 for shipping.</li> <li>• If the Fed Ex bill is \$25, we charge a total of \$45 for shipping, etc.</li> </ul> <p>ARI will not pass through any shipping or mailing charges to the Sourcewell Member if we are responsible for the delays.</p> <p>If the Sourcewell Member requests overnight or express delivery for a purpose outside of our standard procedures, we will pass the charges through on the Miscellaneous ("M") invoice.</p>	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>This is not applicable to ARI for the services being offered, except in regards to mailing/shipping of vehicle titles or license plates, etc.</p> <p>Please see details here:</p> <p>ARI charges for overnight or express delivery shipments that warrant special handling, for example, vehicle titles and license plates.</p> <p>ARI ships via FedEx and charges the FedEx bill (rate is based on the recipient's mailing address), plus a doc fee, which is equal to the Fed Ex fee, but caps at \$20.00:</p> <ul style="list-style-type: none"> <li>• If the FedEx bill is \$15, we charge a total of \$30 for shipping.</li> <li>• If the Fed Ex bill is \$25, we charge a total of \$45 for shipping, etc.</li> </ul> <p>ARI will not pass through any shipping or mailing charges to the Sourcewell Member if we are responsible for the delays.</p> <p>If the Sourcewell Member requests overnight or express delivery for a purpose outside of our standard procedures, we will pass the charges through on the Miscellaneous ("M") invoice.</p>	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>This is not applicable to ARI for the services being offered.</p> <p>However, ARI has included information here on delivery of vehicles:</p> <p>In the U.S., ARI's delivery network includes more than 9,000 dealers nationwide so that deliveries are rarely more than 35 miles away from the specified address. ARI's system designates delivery dealers based on the zip code associated with the new vehicle order. The dealer selection process is also designed to select the dealer with the least expensive courtesy delivery fee and the highest overall dealer rating. ARI chooses to work with dealers that are familiar with fleet deliveries and can accommodate all initial licensing requirements.</p> <p>ARI's Canadian dealer network is comprised of over 900 locations, with the majority of drivers residing within 50 kilometers of an ARI network dealer. ARI chooses to work with dealers that are familiar with fleet deliveries and can accommodate all initial licensing requirements. ARI tracks dealer performance to ensure dealer partners are providing ARI customers with excellent service and timely deliveries. To date, ARI has not encountered areas in Canada where it is impossible to facilitate purchasing new vehicles.</p> <p>In both Canada and the U.S., Sourcewell Members can select a delivering dealer even if they are not presently in the ARI network. ARI will establish a partnership and add them to the network to ensure your needs are met.</p>
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**Table 11A: Pricing Grid: Acquisition Terms**

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details
67	Interest Rate Index Used	See Notes	US - February 2022 3 Year SWAP: 1.95% US - February 2022 90-Day LIBOR: 0.45% CA - February 2022 3 Year CD SWAP: 2.45% CA - February 2022 90-Day CDOR: 1.075%
68	Basis Points	See Notes	US - ARI Markup – Fixed: 1.55% US - ARI Markup – Float: 1.35% CA - ARI Markup – Fixed: 1.65% CA - ARI Markup – Float: 1.85%
69	Domestic Factory Order Vehicles	See Notes	US - After Sourcewell fleet incentives are applied to the factory invoice price, the vehicle cost is then reduced by ARI's factory order credit of \$500.00 to come to the final capitalized cost. CA - \$200 Procurement and Handling fee for leased factory ordered domestic vehicles. \$400 Procurement and Handling fee for purchased factory ordered domestic vehicles.
70	Foreign Factory Order Vehicles	See Notes	US - Applies to Honda, Nissan and Toyota. After Sourcewell fleet incentives are applied to the factory invoice price, the vehicle cost is then reduced by ARI's factory order credit of \$400.00 to come to the final capitalized cost. CA - \$200 Procurement and Handling fee for leased factory ordered domestic vehicles. \$400 Procurement and Handling fee for purchased factory ordered domestic vehicles.
71	Domestic Dealer Stock Vehicles	US: 2% CA: \$300	US – ARI cost plus 2% CA – ARI cost plus \$300
72	Foreign Dealer Stock Vehicles	US: 2% CA: \$300	US – ARI cost plus 2% CA – ARI cost plus \$300

**Table 11B: Pricing Grid: Incentives**

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	ARI passes back all incentives to customer.	*
74	State Tax Incentives	100%	ARI passes back all incentives to customer.	*
75	Manufacturer Incentives	100%	ARI passes back all incentives to customer.	*

**Table 11C: Pricing Grid: Maintenance & Fees**

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details	
76	Fixed Maintenance	See Notes	US - SUV/LD UNDER 10,000 GVW: \$3.50 Per Vehicle Per Month US - 10,001-26K GVW MD: \$7.25 Per Vehicle Per Month US - HD OVER 26K GVW: \$12.00 Per Vehicle Per Month CA - SUV/LD UNDER 10,000 GVW: \$3.75 Per Vehicle Per Month CA - 10,001-26K GVW MD: \$8.00 Per Vehicle Per Month CA - HD OVER 26K GVW: \$12.00 Per Vehicle Per Month	*
77	Occurance Maintenance	See Notes	US - SUV/LD UNDER 10,000 GVW: \$25.00 Per Occurrence US - 10,001-26K GVW MD: \$35.00 Per Occurrence US - HD OVER 26K GVW: \$45.00 Per Occurrence	*
78	Management Fee	N/A	No ARI Fee	*
79	Service Charge	N/A	No ARI Fee	*
80	Lease Termination Fee	\$200.00	Per Occurrence	*
81	Interim Interest Yes/No, How is it calculated?	Yes	Interim interest is assessed from the date ARI pays the manufacturer until the day prior to delivery. ARI's formula for calculating interim interest: Prime rate x the vehicle cost / 365 x the number of days billed.	*
82	Resale Fee	See Notes	US/CA- LD: \$200.00; MD/HD: \$300.00	*
83	Provide fees not listed + rate	Auction fees passed through.	Auction fees passed through.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	ARI has chosen B from the dropdown menu. We have priced our services in this RFP to be comparable to that of a large government entity.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	ARI has an internal process to verify all pricing for each new account.
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Please see our attachment called 53 ARI Sample SLAs.pdf for examples of possible SLAs.</p> <p>These include maintaining an average of 80% first call resolution for all driver calls (with client enrollment on the Fleet Administration program), as well as responsiveness goals and management of escalations. Our SLAs also include items like portal access availability (ARI insights) of 99% and an average remarketing Days-to-Sell measure of less than 37 days.</p> <p>Additionally, we aim to have your savings far outweigh the cost of your maintenance management program fees every year. Currently, we save our clients more than \$10 per vehicle per month on a consistent basis.</p>
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 the RFP and template Contract for additional details.)	<p>ARI has the pricing structure below for Sourcewell in our contract today. We are proposing that ARI's rebate/payment structure back to Sourcewell remain the same.</p> <p>Sourcewell Structure today:</p> <ul style="list-style-type: none"> <li>• One month's annual pvpm fee for vehicles on maintenance and programs</li> <li>• \$2.00 per purchase order issued for units on a per occurrence basis on the maintenance program</li> <li>• 10 basis points for fuel</li> <li>• \$50 for leased vehicles (factory or dealer)</li> </ul>

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>ARI's core services in North America include:</p> <ul style="list-style-type: none"> <li>• VEHICLE MANAGEMENT: Vehicle Funding, Supply Chain and Vehicle Acquisition Management, Vehicle Upfitting, Maintenance Management, License &amp; Regulatory Compliance, Toll &amp; Violation Management, Fuel Management, Damage Management &amp; Subrogation, Short Term Rentals, Vehicle Remarketing</li> <li>• DRIVER MANAGEMENT: Personal Use/Taxable Benefit Reporting, Driver MVR, Compliance Programs, Safety and Training Programs</li> <li>• ANALYTICS &amp; EFFICIENCY: Fleet Administration, Garage Management System, Fleet Technology &amp; Integration, Telematics, Business Intelligence &amp; Analytics, Driver Scorecard</li> </ul> <p>Please see our attachment called 88 ARI in Two Minutes.pdf for a quick overview of ARI's services.</p> <p>Please also see the ARI Services &amp; Pricing Proposal.pdf for details on our proposed services and pricing for Sourcewell Members. You'll find this document in our zipped file called ARI Pricing.zip.</p>
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ARI is a fleet management service provider. We offer fleet leasing and purchasing options to acquire vehicles, and we also offer management programs to manage the vehicle throughout the entire lifecycle of the vehicle. This begins with vehicle acquisition and ends with the disposal of the vehicle. We also offer ancillary programs in between.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>ARI provides both purchasing and leasing options.</p> <p>With the ability to select either open-end or closed-end leasing options, clients will match factors like lease terms, resale values, and mileage to their unique operational conditions. Sourcewell Members can choose to finance vehicles using either floating or fixed rates based on which model better aligns with their needs. Because ARI always takes a fully transparent approach to displaying our rates—one that combines a client's business data with economic and consumer research—clients will always know exactly what they're getting for the price. And, unlike many competitors who continue lease billing until a vehicle is sold, ARI's lease billing stops when a vehicle goes out of service – improving cash flow and reducing total cost of ownership.</p> <p>When you lease or purchase through ARI, all of your information is consolidated into a single system so you can see your fleet costs from start to finish. We offer a range of programs to meet the needs of all clients, whether their fleets are comprised of some or all types of units, from cars, SUVs, and passenger vans (and even smaller items, like golf carts), to cargo vans and LD/MD/HD trucks (e.g., Classes 7 &amp; 8), to trailers and equipment, to upfitted vehicles — or combinations of all.</p> <p>With ARI, you can acquire on-road vehicles and equipment of all types or classifications, all weight classes, and all engine types.</p> <p>You can also acquire upfit vehicles through ARI.</p>
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p><b>PRE-DELIVERY INSPECTIONS:</b> Every factory-ordered vehicle will receive a Pre-Delivery Inspection by the dealership prior to being released to the driver—this includes inspection for damages and prep for final delivery to the customer.</p> <p><b>UPFIT VEHICLES:</b> ARI has a unique differentiator among our competitors due to the synergies provided through our partner company, Auto Truck Group. As the world's only fleet management company with a leading upfitter as part of the team, ARI and Auto Truck will ensure that Sourcewell Members obtain the right vehicles for the job when you need them, properly upfitted, fully licensed and ready to work. Clients are able to take advantage of utilizing our wealth of experts and vertically integrated processes in order to design the best vehicle for the job, equipped with the best components, and improve the order-to-</p>

delivery process. Most importantly, you are supported by a single partner dedicated to ensuring everyone works together toward a common goal—your goal.

Auto Truck Group is a full-service manufacturer and upfitter providing specialized engineering, design, and installation of work truck equipment. Sixteen locations across the U.S. and Canada align strategically with major OEM facilities including Ford, GM, FCA, Toyota, and Mercedes-Benz, minimizing delivery times and delivering convenient access to upfit products and services.

Together with ARI, Auto Truck Group manages each step in the vehicle build, including chassis delivery, component ordering, upfit, as well as delivery transportation. In addition to manufacturing and installation of truck equipment Auto Truck's key capabilities include a certified engineering department, in-house fabrication and paint teams, and field service and repair, as well as creative solutions for bailment pools (GM, Dodge, and Ford). Auto Truck works closely with ARI and seamlessly integrates processes for customized status reporting, title and licensing services, and delivery.

Further, Kargo Master, a subsidiary of Auto Truck Group, complements our upfitting offerings through the manufacturing of truck and commercial van ladder racks, equipment, and accessories that maximize driver productivity. Holman Enterprises has further extended our supply chain for critical upfitting components with Auto Truck Graphics, a key provider of graphics and decals.

Additionally, ARI has a network of more than 2,300 upfitters in North America, and can work with any additional upfitter the Sourcewell Member client desires.

#### PRE-DELIVERY INSPECTIONS FOR UPFIT VEHICLES :

ARI's upfitting partner company, Auto Truck Group, has a quality control/inspection process that includes the upload of images into ARI systems for review by clients. Auto Truck Group has dedicated staff to perform the final inspection of upfitted vehicles. Other ARI upfit partners have quality inspections that are part of their process before invoicing ARI for the finished vehicle.

#### HOLMAN PARTS SOURCING

In the U.S., Sourcewell Members will also be able to leverage Holman Parts Distribution as your strategic partner for original equipment powertrain parts. As ARI's partner company, Holman Parts Distribution has been providing our customers with the best Original Equipment (OE) powertrain products and services for 60 years. Holman Parts Distribution sells and distributes OE products, giving our customers access to the highest quality parts, particularly transmissions, engines, and diesel components, at very competitive pricing.

			<p>ARI's parts sourcing approach helps to further reduce maintenance costs. Repair vendors source parts themselves and then charge their own retail prices, which can be as much as 10 to 40 percent higher than wholesale prices. Under our parts sourcing program, ARI will source some parts directly from national accounts suppliers (wholesale), leveraging purchasing volume to obtain discounts. The parts are sourced in the same manner as when the repair vendor does it directly, except that the parts will now be purchased by ARI and the client has reduced the total repair spend. Where we are able to source, our customers see savings of up to 25 percent on parts.</p>
92	<p>Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>With ARI, you'll follow a holistic, analytical process that transforms the "break &amp; fix" mindset to a proactive "predict &amp; prevent" approach that controls costs and minimizes downtime.</p> <p>With your ARI team, you'll customize a preventive maintenance schedule that reflects your parameters, authorization thresholds, manufacturer recommendations, and unique operating conditions — for all vehicle types.</p> <p>You have access to six North American call centers (Technical Resource Center / TRC) staffed 24/7/365 with ASE- and Red Seal-certified technicians committed to minimizing downtime. They match your repair needs with the best qualified vendors, helping you save time and limit additional repair costs. If a failure renders a vehicle inoperable, ARI confirms the driver is safe, coordinates roadside service or towing, and routes the vehicle to a repair facility.</p> <p>Should vehicles require significant work, we use your data to provide accurate advice on repairs or replacements. We examine trends in component failures to help identify—and proactively mitigate—potential issues.</p> <p>You have access to 150,000 North American vendors to help manage repairs. ARI completes approvals, payments, and maintenance orders quickly, while controlling your net costs.</p> <p>You can extend the power of these core competencies by using Holman Parts Distribution (U.S. only) as your strategic partner for original equipment powertrain parts.</p> <p><b>HOW IT WORKS</b></p> <p>For maintenance and unscheduled repairs, drivers call ARI's toll-free Technical Resource Centers (TRCs) 24/7/365 for assistance in locating a repair facility. For PMs, drivers use customized coupons in the ARI Driver insights mobile app that meet requirements of both your company and the OEM — or they can just call the TRC.</p>

			<p>Our ASE/Red Seal-certified techs at the TRC ensure your driver is safe, then help diagnose the issue and search our vendor base for a nearby shop, taking into consideration the vehicle's usage, downtime and replacement possibilities, the cost of the repair, and the shop's vendor quality rating.</p> <p>Our TRC techs talk with the shop, scrutinize all repairs requested by the servicing vendor, negotiate costs, and verify time to complete the repairs, parts pricing, and labor rates.</p> <p>ARI's Technical Resource Center (TRC – our maintenance call center) techs provide feedback to you during this process. If the repair doesn't exceed the pre-determined cost thresholds you set, a PO is issued to the shop. The Sourcewell Member fleet personnel are contacted for authorization on any repairs that exceed their limit.</p> <p>ARI's techs monitor the Sourcewell Member's repairs and status through to completion and ask the shop to call the driver when the vehicle is ready to be picked up.</p> <p><b>ARI PARTNERCONNECT</b></p> <p>In addition to calling the Technical Resource Centers when a Sourcewell Member's vehicle comes in for repair, vendors can now open and close purchase orders online, as well, freeing up more time to work on vehicles in their shop. ARI technicians can review, question, approve, and deny all requests via ARI PartnerConnect. The system will also make vendors aware if preventative maintenance is due for that particular vehicle. We leverage our investment in analytics and big data to create "rules engines" that run each PO request through approximately 120 quality checks—including regional pricing, warranty, mileage, last PM/repair, client maintenance parameters, and more. The TRC techs provide feedback to you during this process. If the repair doesn't exceed the pre-determined cost thresholds you set, a PO is issued to the shop. The Sourcewell Member's fleet personnel are contacted for authorization on any repairs that exceed your limit.</p> <p><b>SERVICE LEVEL AGREEMENTS</b></p> <p>As noted in our attachment called 53 ARI Sample SLAs.pdf, ARI guarantees that the cost savings you receive through controlled authorizations will exceed the per-vehicle, per-month cost. Currently, we save our clients more than \$10 per vehicle per month on a consistent basis.</p>
93	<p>In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services:</p> <ul style="list-style-type: none"> <li>i. Short-term rental programs;</li> <li>ii. Upfitting of after-market programs;</li> <li>iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems;</li> <li>iv. Roadside assistance including towing, emergency towing, and repairs;</li> </ul>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<ul style="list-style-type: none"> <li>i. Short-term rental programs;</li> </ul> <p>ARI has a primary rental relationship with Enterprise Rent-A-Car. Rental requests can be managed through our Technical Resource Center for accident, maintenance, or long term vehicle replacement rental needs.</p> <p>We have preferential pricing with</p>

v. Installation, operation, and maintenance of dedicated charging and fueling stations; and  
vi. Vehicle battery longevity monitoring and replacement plans.

Enterprise, and they will bill the rates using a daily rental rate until the monthly rate is more cost effective. For longer term rentals, each rental will be billed on a monthly basis until the rental is returned.

ARI also has several on-site Enterprise team members. The ARI and Enterprise representatives work within ARI's Technical Resource Centers and Accident Management Department to actively monitor open rental agreements and follow up with repair facilities to determine repair status. This process helps to control the duration of rentals.

Though we advise drivers on the deadline for rental returns, once the repair has been identified as complete, it is the driver's responsibility to return the rental vehicle as soon as possible.

When utilizing Enterprise Rent-A-Car, ARI offers free pick-up and delivery with 24 hours' notice.

#### ALTERNATE RENTALS

In addition to the primary rental relationship with Enterprise, you will have access to ARI's secondary and tertiary relationships with Hertz and Avis if there is an additional rental need outside of the Enterprise relationship. While rare, these relationships provide additional support when called upon.

For larger trucks and/or trailers and equipment rentals, ARI partners with companies like Enterprise Truck, Penske, Ryder, U-Haul, United Rentals, and SunBelt Rentals. These relationships provide you preferential pricing agreements as well as central reservation capability for the most efficient process in terms of locating and reserving truck rentals.

You can also choose to rent from your own preferred providers, because of our open vendor network. We're happy to add your vendors to our network at no cost to you.

The Sourcewell Member can call our 24/7/365 Technical Resource Centers to facilitate the reservation process.

For details and pricing, please see our attachments called:

- 93a ARI Rental Vehicle & Truck Pricing\_US&CAN.pdf
- 93b ARI Rental Equipment & Trailer Pricing\_US&CAN.pdf

ii. Upfitting of after-market programs;

#### UPFITTING EXPERTISE

ARI has a unique differentiator among our competitors due to the synergies provided through our partner company, Auto Truck Group (both ARI and Auto Truck Group are part of Holman Enterprises). As the world's only fleet management company with a leading upfitter as part of the team, ARI and Auto Truck will ensure the

Sourcewell Member obtains the right vehicles for the job when you need them, properly upfitted, fully licensed, and ready to work. Sourcewell Members are able to take advantage of utilizing our wealth of experts and vertically integrated processes in order to design the best vehicle for the job, equipped with the best components, and improve the order-to-delivery process. Most importantly, you are supported by a single partner dedicated to ensuring everyone works together toward a common goal—your goal.

Auto Truck Group is a full-service manufacturer and upfitter providing specialized engineering, design, and installation of work truck equipment. Sixteen locations across the U.S. and Canada align strategically with major OEM facilities including Ford, GM, FCA, Toyota, and Mercedes-Benz, minimizing delivery times and delivering convenient access to upfit products and services.

Further, Kargo Master, a subsidiary of Auto Truck Group, complements our upfitting offerings through the manufacturing of truck and commercial van ladder racks, equipment, and accessories that maximize driver productivity. Holman Enterprises is further extending our supply chain for critical upfitting components with Auto Truck Graphics, a key provider of graphics and decals.

iii. Fleet management information technologies, such as:

a. telematics,

#### TELEMATICS PROGRAMS

ARI partners with Geotab to provide the following OEM and Geotab services we call ARI Telematics Complete.

With ARI Telematics Complete, you'll have support for the entire telematics lifecycle—activating OEM connected vehicle data, coordinating installation of third-party telematics devices, and resolving any potential issues drivers encounter during use—along with the benefit of consolidated contracts and invoicing. And through ARI's web-based management platform, you'll have a centralized and efficient resource for access to all telematics tools, alerts, and reports.

With Ford and General Motors telematics solutions powered by Geotab, ARI offers unique OEM insights not available with third-party solutions, like tire pressure and oil life monitoring, complete accuracy of odometer readings, and OEM-specific diagnostic codes.

For fleets requiring more frequent pings, in-cab monitoring or hours of service compliance—ARI's Geotab offering continues to provide complete management of devices, giving your fleet the flexibility to remain connected.

ARI provides GPS Telematics reports and

dashboards to identify vehicles for maintenance, vehicle location, fuel use, driving habits to improve safety, and compliance requirements. Within ARI insights, clients can view and report on telematics, using our telematics dashboard to identify vehicles for preventive maintenance (or in response to engine diagnostic codes), vehicle location, fuel use, driving habits to improve safety, and compliance requirements.

ARI provides integration with OEM and aftermarket Telematics devices. ARI's OEM telematics solution is fully integrated with Geotab, Ford, and GM. ARI offers bi-directional integration with Geotab, which allows for vehicle data to flow automatically into the Geotab database and for telematics data to flow automatically into ARI insights.

With OEM telematics through GM (Chevy, Buick, GMC and Cadillac models, MY2015 or newer, with compatible OnStar module) and Ford (all MY2020 and newer), no devices are required and all data is ready to be collected upon delivery to Sourcewell Member drivers and fleet personnel. ARI's web-based portal, ARI insights, captures this data, so whether the Sourcewell Member has devices or uses OEM telematics data for GM and Ford, all information is captured in one place with only one log in required for the fleet personnel.

#### ARI TELEMATICS CAPTURE

If you're using a telematics solution from one of ARI's integration partners to manage your OEM or third-party devices, you can rely on our ARI Telematics Capture to integrate your telematics and other vehicle and driver data into a comprehensive view that makes it easier to analyze trends, understand key performance indicators, and track the factors contributing to your total cost of ownership. Whether your provider manages both your OEM or third-party devices, your data will be normalized—along with any legacy data—in one, centralized location.

b. fleet monitoring,

Whether your telematics/GPS service is through ARI's Geotab solution, a third party telematics provider, OEM telematics, or a combination of these providers, ARI clients are able to consolidate and correlate data across all of their fleet programs.

You can view telematics and fleet management data through ARI's web-based fleet management system, ARI insights. Complete integration gives you the ability to track and manage your vehicles. The administration tools are sophisticated but extremely user-friendly, and the comprehensive report series can be printed or exported to an Excel spreadsheet.

Through ARI telematics data integration, telematics reporting will be available

through the various ARI insights dashboard alerts and through KPIs, customized reporting, and analytics.

However, each integration with a third party is unique and our levels of integration vary by telematics vendor. For what ARI classifies as Tier 1 telematics vendors, we are fully integrated and can provide the data listed below.

Below are some of the types of information we can track and report on to you, depending upon the scope of the program you decide to implement:

#### Vehicle Tracking

- Instant GPS tracking / Fast GPS acquisition time.
- Driver speed tracking
- Idle time tracking including location and stop reports
- Easily create, edit, and import geofence zones
- View multiple map types: Aerial, Bing, Google, and more
- Web-based software reporting platform (SaaS) with fully customizable dashboard reports
- Create driver rules and emailed alert notification reports
- Hybrid and electric vehicle compatibility
- Accelerometer data: Accident detection & notification
- Engine data: VIN, Odometer, Seatbelt usage, check engine

#### Driver Behavior Coaching:

- Intelligent in-vehicle driver coaching in real-time
- Visual trending report displays
- Set in-vehicle audible alerts for:
  - o Idling
  - o Speeding
  - o Harsh braking
  - o Sharp turning
  - o Over acceleration

#### Vehicle Diagnostics:

- Set vehicle maintenance reminders (based on engine data)
- CO2 emissions, fuel, miles
- Receive vehicle breakdown notifications
- Interpret fault data (J1939/1708/OBD)

c. fuel management,

Employing ARI's proven support and resources, you'll be able to stay focused on driving down one of your largest fleet expenses: fuel. By partnering with our industry-leading fuel card providers, you'll take advantage of the best opportunities for cost reduction and data gathering—no matter if your drivers refuel at a retail pump, a private site, or through a mobile provider. All your transactions will be wrapped into ARI's consolidated billing, making it easier to manage your expenses.

Using this program, you'll capture comprehensive fuel consumption data, actively monitor transactions, and uncover opportunities to improve miles per gallon/kilometers per litre. And you'll have a set of user-friendly tools that makes it

easy for every member of your team to manage the abundance of fuel data that comes your way each day. This way, you can easily identify driver behaviors that adversely impact fuel economy and the related costs.

#### IN THE U.S.:

ARI is fully integrated with the WEX Millennium platform (for your U.S. vehicles), so you'll access real-time authorization data, increase control over transactions, and create multiple fuel profiles with different parameters. As a result, you'll increase clarity into your fuel costs and strengthen your ability to control them. Further, WEX is accepted at 95% of fuel stations throughout the U.S., and Level III data is captured at 99% of those stations.

Each driver will be assigned a designated PIN. When the driver goes to fuel the vehicle, they will scan their card, which will link to their vehicle file in ARI insights, and enter their odometer and PIN in order to obtain fuel.

Drivers can call the number on the WEX card for support, or can reach to ARI's 24/7/365 Technical Resource Centers for after hours support (lost card, etc.), and we'll help the driver get fuel and get back on the road.

#### IN CANADA:

Drivers will use the ARI Proprietary Fuel Card to purchase fuel. With the ARI Proprietary Card, the Sourcewell Member will enjoy:

- Pay-at-the-pump convenience
- Acceptance at over 97% of all re-fuelling sites in Canada
- Level III data capture (at many stations)
- Dollar and velocity limit parameters available
- Fraud detection features
- Driver PIN (Note that the ARI Proprietary Fuel Card does not have a Chip card at this time)
- Fuel parameter violation alerts
- Fuel trending reports highlighting suspicious activity
- Customized fuel management reports
- Online fuel card replacement requests
- Centralized billing

#### A TRUE CROSS-BORDER FUEL PROGRAM

Even though the fuel cards for the U.S. and Canada are separate, the value ARI provides to our customers is through centralized administration, consolidated data in one system, and consolidated spend with one provider. All data can then be combined and managed through ARI insights, ARI's web-based fleet management system. Through this system, you can view reports, KPIs, and alerts on your fuel spend so you can distill all of this transaction data into actionable

information to help you control your costs.

Within ARI insights you can see trends, track purchases, identify potential fraud, and see which drivers are not following your policies. The Sourcewell Member can view summary information for the entire fleet—such as average cost per gallon/litre, fuel efficiency, and total fuel consumption—or you can drill down to see the details on an individual purchase. Exception reports show inactive fuel cards, tank capacity violations, drivers who exceed your limits on the number and size of transactions, and more.

ARI can also distribute fuel exception reports via email to help identify inactive fuel cards, tank capacity violations, drivers who exceed your limits on the number and size of transactions, number of gallons/litres exceeding your daily threshold, and all premium fuel and non-fuel purchases, allowing you to identify potential misuse quickly.

Again, all of your transactions will be wrapped into ARI's consolidated billing, making it easier to manage your expenses.

#### FUEL AND THE ARI DRIVER INSIGHTS MOBILE APP

Within the ARI Driver insights Mobile App, your drivers can retrieve their fuel card PINs, search for nearby fuel stations (and directions to them), and request new cards (using the Replace Fuel Card function if they lose their card). All of your drivers' fuel expenses and data are located right in the app and are always available to the Sourcewell Member's fleet personnel in ARI insights.

Please see our attachment called 41b ARI Driver insights Mobile App Overview US & CAN.pdf for screenshots of the mobile app "Find Fuel Stations" function (on Page 2 for the U.S. and Page 9 for Canada).

d. fuel tank management

#### IN THE U.S.:

Though ARI is not associated with any specific wet fueling or onsite fueling suppliers, through our WEX partnership we can supply a list of WEX accepting mobile or bulk fuel providers.

#### IN CANADA:

Though ARI is not associated with any specific onsite fueling suppliers, a number of ARI's Canadian clients utilize onsite bulk fuel tanks and fueling facilities. ARI will work with your bulk fuel suppliers to ensure that a) only authorized vehicles can utilize the bulk fueling facilities and b) the data from all refueling transactions at the bulk fuel facilities are sent to ARI and assigned to the specific vehicles as they refuel at these sites.

e. motor pool/fleet sharing software and systems;

## POOL VEHICLE RESERVATION SYSTEM

ARI's Vehicle Reservation System allows clients to create, reserve, and manage pools of vehicles. Using this tool, renters can easily see what pool vehicles are available to them and reserve vehicles, while fleet managers can build pools, move vehicles, charge back reservations to the renter's cost center, and view reports showing allocated assets, utilization, and open reservations.

The vehicle reservation system lets fleet managers create pools and set reservation parameters based on their specific needs. Fleet managers can create vehicle pools that are assigned to a specific location or are made up of particular types of assets, and each pool gets assigned its own location name and address.

Once the pool is created, fleet managers can set their own reservation parameters, including:

- The times the vehicles can be reserved
- Minimum and maximum number of hours the vehicle can be used
- Hourly rate for usage
- The lead time required for a reservation
- Once the pool is created, fleet managers can easily add or remove vehicles through ARI insights.

The Sourcewell Member has full control over who can reserve pool vehicles, including which pools renters can access. Fleet managers can go into ARI insights to see a list of all potential renters; their employee ID numbers, billing codes, email addresses, passwords, and other information; and which pools they can use.

Renters reserve an asset by logging into the system and then searching through assets in their assigned pool(s). Once they have found a vehicle, they can check its availability and then reserve it. Renters can also see all of their reservations through a calendar function.

Once renters have placed their reservations, the fleet manager can manage their pools by checking out assets when they are picked up and checking them back in when they are returned. This allows them to document the vehicle's fuel gauge, odometer reading, and any other applicable information, which is all available through ARI insights.

The system offers complete reporting through the ARI insights dashboard. We can provide the Sourcewell Member with reports on pools, assets within the pools, and billing information for charge back to specific cost centers. We can also build custom reports for you based on your needs. All of this information can be exported to Excel, PDF, or comma delimited file for input into other systems.

iv. Roadside assistance including towing, emergency towing, and repairs;

**ROADSIDE ASSISTANCE AND TOWING**

Your drivers will receive roadside assistance within 60 minutes of their call. ARI's Roadside Assistance program accommodates breakdowns, lock-outs, flat tires, etc., which differs from general maintenance when the driver can drive the vehicle to the shop.

**HOW IT WORKS**

ARI's roadside assistance program is available 24/7/365 through our maintenance call center.

When a Sourcewell Member driver contacts an ARI Technical Resource Center for roadside assistance, the ARI technician asks the driver for a call-back number in case the call is lost. If a driver feels he/she is in an unsafe location, we instruct the driver to call 911 to reach the local authorities.

The ARI technician identifies the need for roadside assistance. If the vehicle is still within warranty coverage period, the technician will contact the manufacturer's roadside service for the client. If the vehicle is out of warranty, the technician will use other providers. (Note: ARI does not charge a fee whenever our clients use a manufacturer's warranty roadside assistance program.) The Sourcewell Member's fleet personnel can view Roadside Assistance activity using our web-based ARI insights system.

The technician asks the driver his/her location, and begins search for a tow and repair shop. After making arrangements to pick-up the vehicle, the technician asks the driver if he/she needs alternative transportation, such as a rental car. If the driver needs a rental, the technician sets up a reservation with a rental supplier.

At the end of the call, the driver receives the name and phone number of the tow company (ARI uses HONK as a towing partner), our toll-free number, and the technician's name. The technician also gives the driver an estimated time of arrival for roadside service. ARI follows up with the driver with an automated phone call to validate completion of service. Vendor submits invoice to ARI for payment.

To ensure vehicles are towed only once, ARI utilizes the follow-up procedures mentioned above. We will also provide the driver with the name of the vendor that is coming.

**TOWING PROCEDURE**

ARI's 24/7/365 Technical Resource Center takes a call from your driver (they call ARI at 800-CAR-CARE), ascertains their safety, confirms location verbally (and through telematics devices, if applicable), then dispatches our partner or vendor to offer roadside assistance.

We help your driver find the closest

possible vendor for repair support, or can direct vehicles to vendors of your choosing, depending on the parameters you set up with ARI during implementation.

#### USING THE MOBILE APP FOR TOWING AND ROADSIDE SUPPORT

For quick access to roadside help, drivers can easily arrange for assistance through the ARI Driver insights Mobile App, using the Roadside Assistance function—integrated through our partnership with HONK—without having to call for service coordination and risk delays.

Whether it be battery-, tire-, or fuel-related, or assistance with towing or a lockout, a tow truck is sent, based on proximity. Drivers can track the tow truck's location status, and opt to receive service progress updates via text.

Your driver will be able to communicate their location through the app (specifying things like highway shoulder, parking garage, street, etc.), including details on how the tow truck can best find them (the app lets your driver list nearest mile marker, which lane, direction they are traveling in, etc.).

Note: If your driver calls the Technical Resource Center, they can choose service from other tow and repair vendors. When the driver uses the App, our roadside assistance partner handles the interaction.

All roadside and repair information is visible within ARI insights.

v. Installation, operation, and maintenance of dedicated charging and fueling stations;

ARI offers three pillars of charging: Private At-Home charging, Private Depot-Based charging, and Public charging.

#### PRIVATE: AT-HOME CHARGING

- Qualified drivers are connected to a preferred vendor
  - Vendor conducts a virtual assessment and provides the charging system install price
  - ARI approves installation based on established parameters and orders vehicles\*
  - Charging system, vehicle data, and estimated cost per kWh\*\* is aggregated via APIs
  - Roadmap: All information is reportable within ARI insights, our web-based fleet management portal
- \*Based on vehicle OTD estimate, orders can be placed prior to charger assessment  
\*\*Estimate by zip/postal code

#### PRIVATE: DEPOT-BASED CHARGING

- Location use case assessment and charger load planning
- Complete site plan and installation of scoped infrastructure
- Electricity cost hedging
- Usage Monitoring
- Readiness: Uptime SLA

		<p><b>PUBLIC CHARGING</b></p> <ul style="list-style-type: none"> <li>• Very few drivers can operate within one provider network, even in states/provinces with high per-mile charger port coverage.</li> <li>• Public charging requires downtime during a shift, and drivers have to report expenses from multiple provider accounts.</li> <li>• Recommendation: Delay EV implementation where at-home or depot-based charging is not suitable.</li> </ul> <p>vi. Vehicle battery longevity monitoring and replacement plans.</p> <p>ARI determines for each EV how best to maintain and replace batteries.</p> <p>ARI leverages utilization data, which is a combination of both vehicle information and charging data. This helps us to fully understand the battery's overall health when monitoring for cycling. We'll be able to determine optimal life and overall battery health from how much the vehicle is driven vs. how often the battery is charged.</p>
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### Exceptions to Terms, Conditions, or Specifications Form

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

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  - Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - ARI Pricing.zip - Tuesday March 01, 2016 14:09
  - [Financial Strength and Stability](#) - ARI Financial Strength and Stability.pdf - Monday February 8, 2016 13:51:5
  - [Marketing Plan/Samples](#) - ARI Marketing Ad.pdf - Tuesday March 01, 2016 08:15
  - [WM E/M E/S E or Related Certificates](#) - ARI W E - W E C Certification.pdf - Tuesday March 01, 2016 13:47:34
  - [Warranty Information](#) - ARI Warranty Information.pdf - Monday February 8, 2016 13:54:4
  - [Standard Transaction Document Samples](#) - ARI Standard Transition Doc Samples.zip - Monday February 8, 2016 13:55:53
  - [Upload Additional Document](#) - ARI Additional Documents.zip - Tuesday March 01, 2016 15:04:5

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joe Henry, District Sales Manager, Central Region – U.S. , Automotive Rentals, Inc. (dba "ARI")

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Fleet_Mgmt_Services_RFP_030122</b> Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Fleet_Mgmt_Services_RFP_030122</b> Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
<b>Addendum_1_Fleet_Mgmt_Services_RFP_030122</b> Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1