#### TAB 1

# **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

**Customer Support** 

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

#### Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

#### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

#### Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

#### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

#### **Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

# Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

#### Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

#### Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- · Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

#### Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

#### **Permits**

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

#### Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

#### Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

#### Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

#### Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

#### Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

#### Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

**Prevailing Wage** 

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

#### Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

**Open Records Policy** 

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

#### Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

#### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

#### **Contract Waiver**

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

#### **Price Increases**

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

#### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

#### Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

#### **Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

#### **Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

#### **Evaluation**

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

#### Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

#### NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

#### Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

#### **Multiple Awards**

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

#### **Past Performance**

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

#### **EVALUATION CRITERIA**

#### Pricing (40 points)

#### **Electronic Price Lists**

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

# Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage
  of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

# References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

# Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

# Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

# SIGNATURE FORM

Prices are guaranteed: 120 days

**Authorized Signature** 

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

DOERING LEASING CO DRA DOERING FLEET MANAGEMENT

15300 W. CAPITOL DRIVE

Address

BROOKFIELD W/ 53005

City State Zip

H07-456-156) 414-918-444/

Telephone Number Fax Number

BAB. CROWE @ DERINGFLEET. Com

Email Address

SR. Manager - Conservment Position FLEET SALES & LEASING

# TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of	May 1	. 2023	, by and
between National Cooperative Pt	urchasing	Alliance ("NCPA") and	
DOERING LEASIN	VG Co	("Vendor").	

#### Recitals

WHEREAS, Regi	on 14 ESC has entered into a certain Ma referenced as Contract Number	ster Agreement da	ited
May 1, 2023	, referenced as Contract Number	05-83	, by
	ESC and Vendor, as may be amended fr		
with the terms thereof (th	e "Master Agreement"), for the purchase	of Fleet Managem	ent and
Leasing;			

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### **General Terms and Conditions**

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing
  materials and advertisement. Any use of NCPA name and logo or any form of publicity
  regarding this Administration Agreement or the Master Agreement by Contractor must
  have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this
  Administration Agreement or to recover any administrative fee and accrued interest, the
  prevailing party shall be entitled to reasonable attorney's fees and costs in addition to
  any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be
  assignable by Contractor without prior written consent of NCPA, provided, however, that
  the Contractor may, without such written consent, assign this Administration Agreement
  and its rights and delegate its obligations hereunder in connection with the transfer or
  sale of all or substantially all of its assets or business related to this Administration
  Agreement, or in the event of its merger, consolidation, change in control or similar
  transaction. Any permitted assignee shall assume all assigned obligations of its assignor
  under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

#### Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job#	Sale Amount
			-	
	i		T	

Total

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit:

# ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	DOERING LEASING G
Organization	Vendor Name
Sarah Vavra	BOR CROWE
Name	Name
Sr. Vice President, Public Sector Contract	Title FLEET SALES & LEASING
Title	Title FLEET SALES & LEASING
5001 Aspen Grove	15300 W. CAPITAL DRIVE
Address	Address
Franklin, TN 37067	BROOKFIELS WI 53005
Address	Address
Sarah Dave	2 Dec
Signature	Signature
May 1, 2023	FEBRUARY 12, 2023
Date	Date

# TAB 3 VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

#### **Locations Covered**

- · Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island	
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina	
☐ Arizona	lowa	☐ Nevada	☐ South Dakota	
☐ Arkansas	☐ Kansas	☐ New Hampshire	Tennessee	
☐ California	☐ Massachusetts	☐ New Jersey	Texas	
☐ Colorado	Michigan	☐ New Mexico	☐ Utah	
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont	
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia	
D.C.	Missouri	☐ North Dakota	☐ Washington	
☐ Florida	☐ Kentucky	Ohio	☐ West Virginia	
☐ Georgia	Louisiana	Oklahoma	Wisconsin	
☐ Hawaii	☐ Maine	☐ Oregon	Wyoming	
☐ Idaho	☐ Maryland	☐ Pennsylvania		
☐ Idaho  MAII U.S. Territor		Pennsylvania	Wyoming	
☐ American Samo		☐ Northern Marina Is	land	
☐ Federated State		Puerto Rico		
Guam		TIIS Virgin lelande		

(Selecti	nada Provinces a ing this box is equ		Il boxes below)
☐ Alberta			Prince Edward Island
☐ British (	Columbia		Quebec
☐ Manitob	oa		Saskatchewan
☐ New Br	unswick		☐ Northwest Territories
☐ Newfou	indland and Labra	dor	Nunavut
☐ Nova S	cotia		Yukon
☐ Ontario	-		
private sector	or customers?  Maybe	□ No	pany extend the terms offered in your Proposal
It is the policenterprises (and services certified.	cy of some entities (MWBE) and histons. Respondents show (Women Business)	s participating in prically underutil nall indicate belo s Enterprise	w whether or not they are an M/WBE or HUB  Historically Underutilized Business
It is the policenterprises (and services certified.  Minority/Responda Minority/Small Busir If Proposer i	cy of some entities (MWBE) and histors. Respondents show the second entitles of the second	s participating in orically underutilinal indicate below Enterprise this firm ess Enterprise  HUB Growth all or Multination	NCPA to involve minority and women business ized businesses (HUB) in the purchase of goods we whether or not they are an M/WBE or HUB

Yes, we have programs Residency	
Responding Company's pri State of/_/	ncipal place of business is in the city of
Felony Conviction Notice Please Check Applicable B convictions must be attached	ox (If the 3 <sup>rd</sup> box is checked, a detailed explanation of the names and ed):
☐ A publicly held corporat	ion; therefore, this reporting requirement is not applicable.
Is not owned or operate	d by anyone who has been convicted of a felony.
☐ Is owned or operated by	the following individual(s) who has/have been convicted of a felony
Distribution Channel Which best describes your	company's position in the distribution channel:
Manufacturer Direct	Certified education/government reseller
X Authorized Distributor	☐ Manufacturer marketing through reseller
☐ Value-added reseller	Other:
Processing Contact Inform	mation
Contact Person 3	03 CROWE
Title S	2. MANAGER - COVERNMENT FLEET SALES & LEASING
Company	DERING LEASING CO
Address 15	300 W. CAPITOL DRIVE
City/State/Zip	ROOKFIELD, WI 53005
Phone 4	07-456-1561
Email 3	OB. CROWE @ DOERING FLEET. COM

**Pricing Information** 

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes Pricing sub- based on th	☐ No mitted includes the required NCPA administrative fee. The NCPA fee is calculated the invoice price to the customer.	
Yes	□ No	



Solicitation No: RFP Solicitation Number: 02-23
Solicitation Name: Fleet Management and Leasing

# Tab 3B. - VENDOR QUESTIONAIRE

#### **Additional Comments:**

1. **Business Size**: We are a small, privately owned business

- 2. **Private-sector offerings:** The manufacturers usually have price concessions that are for government agencies, K12, Higher education and non-profits. Those same price concessions may not be available to private-sector companies. In every instance, when a customer reached out to us, we look for lowest cost available. We will ask the manufacturers for a global NCPA concession. We will compare that to other contract prices as some states have several various price concessions. We will find the best concession available for our customers. The concessions do not effect the Administrative Fee that we would be paying to NCPA.
- 3. **Distribution Channel**: We have relationships with all vehicle manufacturers. In some instances, we have the ability to order vehicles directly from the manufacturer. In other instances, we are required to order vehicles through a dealer representative of that manufacturer.



Solicitation No: RFP Solicitation Number: 02-23 Solicitation Name: Fleet Management and Leasing

## **Tab 4A. – VENDOR PROFILE**

#### **Company Information:**

1. Company's Legal Name: Doering Leasing Co.

Company's dba: Doering Fleet Management

3. Company's Main Office: 15300 W. Capitol Drive, Brookfield, WI 53005

4. Company's Tax ID: 39-1658802

5. Company's NAICS Code: 532112, 532120, 532411, 532412, 532490, 561110

6. Company Established: 1989 – State of WI

7. Company's Authorized Representatives:

a. Bob Crowe, Senior Manager, Government Fleet Sales & Leasing

407-456-1561 <u>bob.crowe@doeringfleet.com</u>

b. Joanne Cornier, Senior Manager, Government Fleet Sales & Leasing

407-353-0728 <u>joanne.cornier@doeringfleet.com</u>

**Brief History:** Doering Leasing Co., dba Doering Fleet Management has been providing vehicle and equipment acquisition, leasing and financing solutions to commercial, government agencies, educational institutions and non-profits since **1989**. We have been providing vehicles and equipment throughout the United States. We have successfully established a nationwide dealer network. Our government sales team has worked with government agencies at the federal, state and local levels, combined, for more than seventy-five (75) years. We have maintained steady growth while continuing to emphasize our commitment to customer service and satisfaction. We are a **SMALL BUSINESS** - **Privately-owned Business** that focuses on each individual customer and our retention rates prove that our customers know that they can rely on us.

From our corporate headquarters located in Brookfield, WI and our regional leasing offices in CA, FL, IL, NE, OK, TN and WI, we service our client's automobile, truck and equipment leasing requirements throughout North America.

#### **Organization Chart for NCPA contract:**

Bob Crowe and Joanne Cornier will be the primary contacts. Bob has been in the vehicle leasing industry since 1982 and Joanne has been in the same industry since 1987. They are both well-known in the government leasing industry and are frequent presenters at NAFA, GFX, PFE and several local conferences as well.



Bob and Joanne answer directly to the CEO (Chip Doering), the President (Adam Berger) and the VP of Finance (Nan Henrichs) for Doering Leasing Co. Any questions that come up will be resolved immediately between the five individuals listed above.

#### **Corporate Office Locations:**

Our Brookfield, WI office is the corporate office. All of our contracts and paperwork are processed through that location. Nan Henrichs oversees all operations.

Chip Doering	262-395-4977	chip@doeringfleet.com
Adam Berger	262-395-4961	adam.berger@doeringfleet.com
Nan Henrichs	262-395-4978	nan@doeringfleet.com

We do have additional sales support throughout the United States. Additional Sales staff are as follows:

CA	Kevin Schrantz	949-627-1398	kevin.schrantz@doeringfleet.com
IL	Tom Busen	708-256-2892	tom@dream-lease.com
NE	Patrick Sittenauer	402-578-9057	patricks@doeringfleet.com
NE	Steven Johnson	402-770-6758	steven.johnson@doeringfleet.com
OK	Joe Tribett	501-733-4061	joe.tribett@doeringfleet.com
TN	Camaren Daniel	615-483-5780	cdaniel@doeringfleet.com
TN	John Harvey	615-456-1869	john.harvey@doeringfleet.com
WI	Nick Dorn	414-732-1826	nick.dorn@doeringfleet.com
WI	Al Stroebel	414-750-3221	al@doeringfleet.com
WI	Kate Morin	262-389-2491	kate.morin@doeringfleet.com
WI	Kelly Mayfield	414-899-7223	kelly.mayfield@doeringfleet.com
WI	Scott Mullins	414-405-3220	scott.mullins@doeringfleet.com
WI	TJ Hauske	414-403-1115	tj.hauske@doeringfleet.com

#### **Standard Terms of Payment:**

We typically invoice on a monthly basis. Payment can be made by Wire, ACH, credit card or check.

#### **Competition in the marketplace:**

Many of our competitors have been purchased and/or absorbed by larger fleet management companies that require large orders before working with a customer. There are a couple of other leasing companies that are still in existence. Enterprise Car Rental and D&M leasing are the two companies that we compete against the most.



take care of their fleet needs, from anticipating needs to ordering vehicles to upfit of vehicles to delivery of vehicles to contractual use of vehicles to resale of vehicles. We are the experts and are there for the entire journey to assist the client. From Doering's perspective, we are anticipating any and all pitfalls along the way.

These past few years have been very difficult for many that are in need of vehicles. Doering prides ourselves on the fact that we have found vehicles for all customers that have needed them. Unlike our competition, we have used our dealership network and our manufacturer relationships to source the vehicles rather than put that burden on our customers.

In addition, our home page actually lists the following:

#### Difference #1: Your Needs Come First

Leasing is not a singular on-size-fits-all product. Leasing isn't bad, but leases can be written badly. Doering writes proper leases based on our knowledge of your needs and vehicle usage.

#### Difference #2: Independent and Objective

There isn't necessarily right or wrong... but there is better and worse. Doering is an independent fleet management company, not tied to any manufacturer. Doering helps you make decisions based on total cost of ownership, safety, and reliability, not just monthly payments or acquisition costs. We recommend vehicles that fit your needs best.

#### Difference #3: We are an extension of your team

Doering is by your side every step of the way helping address your problems, build a better future, and keep vehicles on the road safely and reliably nationwide. Our years of fleet management expertise are at your fingertips.

#### Difference #4 We are in it for the long term – right by your side!

We pride ourselves in the trusting relationships we've developed with our clients. We are a strategic partner that will always have your back, provide candid and honest advice, and challenge you and your team to continuously improve.

#### **Description of marketing approach if awarded the NCPA contract:**

Our government team will have primary responsibility for marketing the NCPA Contract. As mentioned earlier, Bob Crowe and Joanne Cornier, combined, have more than seventy-five (75) years of experience working with government agencies, universities, k12 and non-profit businesses, assisting them with their vehicle and equipment needs. In addition to their experience, Doering Fleet management exhibits at many of the national and regional conferences throughout the country. Bob and Joanne also present at workshops at these national and regional conferences. Typically, they will



present on the benefits of leasing and financing. They have also presented on vehicle remarketing and fleet management offerings. At all of these conferences, they will be promoting the NCPA contract.

Bob and Joanne are active on LinkedIn. Combined, they have approximately 17,000 – 18,000 followers on LinkedIn and they will make sure that they are constantly promoting the NCPA contract on social media. They are also active on Facebook, Instagram and Twitter.

They have excellent relationships with the OEM's. We have attached a few referrals from the government reps from Stellantis, Ford and GM. See Tab #6B.

Doering Leasing Co, dba Doering Fleet Management has been leasing vehicles throughout the United States since 1989. We have accounts with private-sector companies, federal, state and local agencies, non-profit companies, educational institutions, both K-12 and college/universities and tribal government entities.

We also have an active email campaign, blog and social media presence. We are on LinkedIn, Instagram, Twitter, and YouTube. With this contract, we would deploy a Search Engine Marketing Campaign to ensure that our content is prioritized to the top of the SERP. In addition, we may design and deploy digital ads across Facebook and YouTube ad platforms in order to drive more traffic to our website and the NCPA contract link. Our online web content is constantly being updated with white papers. In addition, we would hope that, if awarded this contract, we would receive a list of all members. We will upload that information to our database and promote the NCPA contract to all members and participating entities via email campaigns.

#### Describe how we intend to introduce NCPA to our company:

Our company has a company-wide web call every Monday morning. All operations and sales staff participate and discuss macro issues, concerns, successes and new business. The first part of the conference call is to discuss any topics that affect the entire company and to make sure that everyone is on the same page. Once that is completed, the sales team continues for the rest of the hour, discussing all sales topics that need discussion that week.

If awarded the NCPA contract, we would also add that to our government page with a link for all agencies, universities, k12 and non-profits to reach out with any inquiries.

#### Doering's capabilities and functionality of our on-line catalog / ordering website:

We have an e-procurement ordering process that is available to any customers that ask for it. Our online ordering program is password protected. Those customers that prefer to be involved in that aspect are given individual-specific / agency specific password information and can only see that information that



pertains to them. They are able to spec the vehicles specs, order vehicles and upload purchase orders if they so choose.

#### Doering's Customer Service Department (hours of operation, number of service centers, etc.):

Doering's main phone lines are monitored Monday thru Friday from 8:00 AM to 5:00 PM CST. However, we have 24/7/365 phone coverage for our maintenance and repair calls.

Our maintenance and repair calls service center will assist customers with finding repair facilities throughout North America. We have a network of national account service providers and independent repair facilities with more than 50,000 locations just in the United States. The average speed of answer by the Customer Contact Center is less than 10 seconds.

#### **Doering's Green initiatives:**

Under the Doering Leasing Co umbrella, there is a company called TesLease. Doering was an early adopter with electric vehicles and is one of the largest owners of electric vehicles in the United States. We have electric vehicles throughout the US, with government, education, non-profit and private-sector customers. Bob and Joanne joined our team in December, 2021. Prior to that, they have had experience leasing alternative fuel vehicles to government agencies since the late 1990's. They have leased vehicles powered by propane fuel, CNG fuel, E85 fuel, biodiesel fuel and electric vehicles.

In the office, we are as paperless as possible. Most of our contracts with customers are done through Docusign to minimize paper needs. When we do use paper, we purchase recycled paper. We also have recycling and shredding programs in place.

Doering supports green fleet initiatives and has continued to speak on, promote and provide justification for advancement in electric vehicle proliferation in fleets. We have supported the use of EV's strongly in our own company fleet and provide complimentary charging to the general public at our HQ level 2 charging site.



## **Anti-Discrimination Policy:**

Doering Leasing Co dba Doering Fleet Management has an Affirmative Action Plan in place. Below is a copy of the Table of Contents:

# Doering Leasing Co, dba Doering Fleet Management's Affirmative Action Plan Table of Contents

Executive Summary	. 3
Background & Statement of Intent	. 4
Equal Employment Opportunity/Affirmative Action (EEO/AA) Policy Statement	. 5
Dissemination of Affirmative Action Policy and Plan	. 6
Workforce Analysis	7
Designation of Responsibility for Implementation	9
Action-Oriented Programs	.11
Internal Audit & Reporting System	.13
Complaint Procedures	.14
Appendix	.15

#### **Vendor Certifications:**

Business License Dealer License Tax Exempt License

#### **Vendor Certifications:**

**Customer Service:** 

https://ratings.freightwaves.com/best-fleet-leasing-companies/

#### **Current Business Licenses:**





# Wisconsin Sales and Use Tax Exemption Certificate Form

S-211

On not send his cartificate to the Department of Revenue Purchaser: Complete this certificate and give it to the sister.

Selfer: If the certificate is not fully completed, you must charge sales tax. Keen this certificate as part of your records.

Purchaser information					
Business Name				Elainess	
Doering Leasing Co			Auck	Audomotive + Equip. Leasing	
Business Address		City	State	ZIP Code	
15500 W Capitol Dr		Brockfield	W	53005	
Philonaser's Tax ID Number				State of Insue	
39-1658802					
If no Tax ID Number, enter one FEIN of the following:		Driver's Cicense Number (State Issued ID Momber State of Issue			
Seller Information					
Name					
Audrese		City	State	ZIP Code	
		Reason for Exemption	ń		
Resale (Enter purchaser's se	ellers permit or	use tax certificate number)	004-0000149425-	01	
Manufacturing and Biotechnolo	Gur -				
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# Wisconsin Sales and Use Tax Exemption Certificate Form

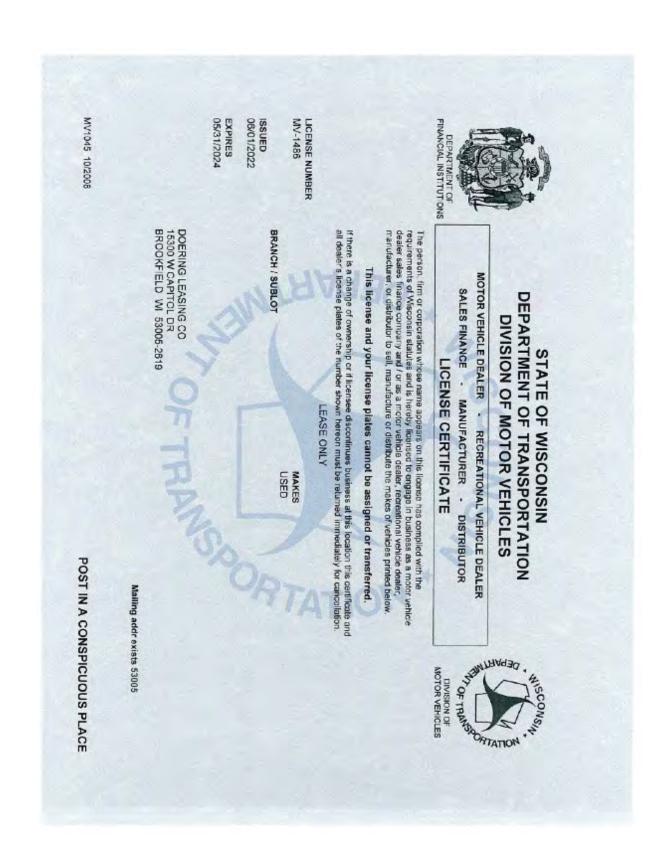
S-211

On not send his cartificate to the Department of Revenue Purchaser: Complete this certificate and give it to the saler.

Selfer: If the certificate is not fully completed, you must charge sales tax. Keen this certificate as part of your records.

Purchaser information Business Name		Tone of	Eusiness
Doering Leasing Co		Automotive + Equip. Leasing	
Business Address	T City	State	ZIP Code
15S00 W Capitol Dr	Brockfield	W	53005
Phironaser's Tay ID Number	1,444000	12.50	State of Issue
39-1658802			
If no Tax ID Number, enter one PEIN of the following:	Driver's Dicense Number/State Issued ID 1/forther State of Issue		
Seller Information			
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Solicitation No: RFP Solicitation Number: 02-23
Solicitation Name: Fleet Management and Leasing

# Tab 5A. – PRODUCTS and SERVICES / SCOPE

#### Warranty:

All vehicles are new and are delivered with the manufacturer's warranty.

- O Typical manufacturer's warranty is full replacement for all non-wear and tear parts for the first 36 months or 36,000 miles. IN addition, they typically have a five year, seventy-five or one-hundred thousand mile drive train warranty. Warranties vary from manufacturer to manufacturer. We will let the end-user know what vehicles will work best for their needs.
- o Manufacturer's warranty also includes roadside service.
- Replacement parts are based on manufacturer's build. We work closely with OEM's and dealers to make sure that we are providing vehicles that meet mission needs.
- Life expectancy for vehicles is determined by annual miles, areas of use, type of use, etc. We
  work with the end-user to determine best life cycles. There are vehicles that may have a lifecycle of three or four years with one customer while that same vehicle may have a life-cycle of
  seven to ten years with another customer.
- O Vehicle returns are coordinated with the end-user. Some vehicles may be sent to an auction. Others are brought back to our locations for sale or re-lease, depending on the situation. All vehicles are inspected for our customers at lease expiration. If a closed-end lease, customer would be responsible for any excess mileage or damage beyond normal wear and tear. If an open-end lease, any excess mileage or damage would effect the resale value.

#### **Products:**

All vehicles will be ordered from the manufacturer or purchased new from dealer inventory.

#### **Construction:**

It is agreed that we will perform services in a good and workmanlike manner and in accordance with industry standards for the service provided. Doering Fleet Management was actually awarded the distinction of the Highest rated fleet management company in 2022 for Customer Service. Listed below is the excerpt from the award:



# **Doering Fleet Management**

If you take reviews as a glimmer of truth, the consistent praise for Doering's customer service is a big plus. The company accomplishes this by working to offer useful services with clear choices and providing solid upfront communication for every client.

This team prides itself on tailoring the fleet leasing experience to the individual needs of the companies that use Doering's services.

**Best For:** Customer Service

Location: 15300 W. Capitol Dr., Brookfield, WI, 53005

Fleet Minimum: 5

#### **Fleet Options:**

- Luxury cars
- Branded cargo vans and trucks
- Electric vehicles
- Box trucks
- Cargo vans

#### **Special Features:**

- Fleet consulting
- Flexible leasing
- Fuel management
- Maintenance management

#### **Benefits:**

- Assistance from experts when building the right fleet for your business
- Structured leases to suit any vehicle type
- Nationwide fueling
- Oil change reminders
- Security
- Reporting
- Consolidated billing
- Program to authorize, track, and report maintenance expenses



### **Disadvantages:**

500 vehicle fleet limit

SIDE NOTE: We do work with larger fleets than 500. However, our specialty is in small and mid-size fleets.

In the RFP, you asked us to list all of the categories along with the manufacturer that we would be responding with. First, we are not affiliated with just one manufacturer. Whether supplying sedans crossovers, SUV 's, Pick-up Trucks, class 4 through class 8 vehicles, electric vehicles, buses or any other needed equipment, we are manufacturer agnostic. We will work with each manufacturer to find the lowest costs available. We will also look at Total Cost of Ownership (TCO) in order to allow the customer the opportunity to make an educated decision as to which vehicles will work best.

We will have the following Services available to NCPA Clients:

- o Fleet Management
- o Bus Selection and Acquisition
- o Financing
- o Maintenance Management Services
- Fuel Management Services
- Collision Management
- Title and Registrations
- o Glass Repair
- o Emergency Roadside Service
- o Rental Program

Our services are offered as an a la carte approach. We recognize that every client is different and has different needs. Rather than force everyone to work within our constraints and procedures, we try to cater each need to the requirements of the customer. Sample pricing will be listed in Tab 7.



# MAINTENANCE AND REPAIR MANAGEMENT

Quality and convenience you can depend on.

#### KEY FEATURES

- Customer Contact Center available via a toll-free telephone number 24 hours a day, every day, year round
- Network of national account service providers and independent repair facilities with more than 50,000 locations
- Comprehensive quality control program to ensure the highest level of customer service
- Less than 10 seconds average speed of answer by the Customer Contact Center

#### KEY BENEFITS

- Cost effective in helping to manage your company vehicles
- Confidence in repairs and pricing over-seen by trained ASE certified technicians
- · Repair facilities conveniently located near drivers
- Guaranteeing drivers receive the highest level of service by qualified ASE certified technicians

#### STATISTICS

- ASE Certified repair technicians have an average of 20 years automotive repair maintenance experience
- Awarded ASE Blue Seal of Excellence for 9 consecutive years and I-CAR Gold certification for 13 consecutive years

#### PROGRAM OVERVIEW

A comprehensive Maintenance and Repair Management program addresses all aspects of vehicle repairs, including both preventive and corrective maintenance. The program is designed to provide total vehicle maintenance administration and cost control through a combination of purchasing programs and pre-approved repair networks.

The program consists of a system of national account service providers designed to handle tire replacement, mechanical repairs and necessary preventive maintenance. Utilizing this extensive network of national account service providers and repair facilities, drivers are serviced quickly, conveniently and consistently.

#### DELIVERING SERVICE EXCELLENCE

The repair facility will contact an ASE certified technician through the Customer Contact Center who will immediately assist for quick and appropriate service.

The program uses the vehicle history and your program parameters to evaluate and approve the appropriate repairs. You can set the level of authorizations for repairs, which allows the technicians to better assist drivers.

ASE certified technicians work with the repair facility to negotiate pricing and monitor repairs to verify they are completed in a timely manner and in accordance with ASE and industry standards. Our technicians facilitate the repair process to get your drivers back on the road as soon as possible. Post warranty recovery is pursued on repairs that become necessary before their time.



# ACCIDENT REPORTING.

Accident Reporting specialists are available 24 hours a day, every day, year round - ready to record all the details to ensure fast and accurate handling of the claim.



# EMERGENCY ROADSIDE SERVICE.

Flat tires. Dead batteries. Mechanical problems. No matter why or where your drivers need help, trained Emergency Roadside Service specialists are available 24 hours a day, every day, year round.



#### RENTAL PROGRAM.

A single phone call is all it takes for your driver to get a rental vehicle for any reason at specially negotiated rates. The program tracks the time a driver is in a rental vehicle, ensuring minimal downtime and saving your company unnecessary expenses.



# GLASS REPAIR/ REPLACEMENT.

Doering maintains one of the largest networks of automotive glass facilities that can repair or replace windshields at your drivers' convenience, even at their homes or offices.



#### COLLISION REPAIR.

Access to the most experienced ASE and I-CAR certified technicians who ensure that your vehicles are repaired quickly, cost-effectively and properly.



#### FUEL MANAGEMENT.

Control fuel costs utilizing a nationally accepted fuel card which can be used at over 195,000 locations nationwide.

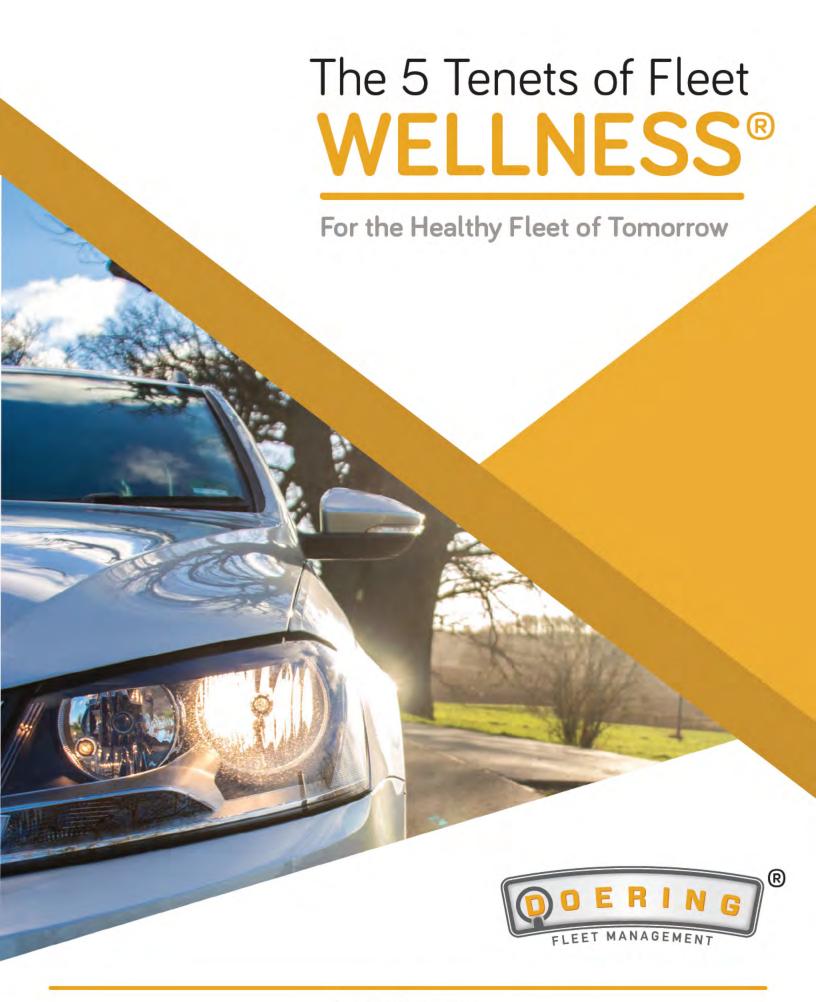




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# What is Fleet WELLNESS?

We have all heard of corporate wellness programs aimed at improving the health of employees. Fleet Wellness is a similar concept aimed at improving the health of your business fleet. This approach is based on the theory that by measuring and managing certain aspects of a vehicle fleet, vehicle fleet performance improves markedly. It focuses on goal setting while building accountability and specificity into the fleet management process. Fleet Wellness is powering the healthy fleet of tomorrow.

Fleet Wellness measures performance against benchmarks and industry best practices including cost savings, cash flow, operational efficiencies, driver safety, and reliability. It also reduces administration and emergencies while building confidence in the fleet by understanding what is ahead and how your organization will operate differently in the future. Fleet Wellness acknowledges the opportunity cost of time and capital...and generates more of each. The program builds on the holistic fleet management concept that many factors cultivate a great fleet. One or two are important but the best symphony occurs with all facets addressed.

Fleet Wellness begins with an assessment that establishes a baseline Fleet Wellness Index ("FWI"). The process then sets goals for the future and action steps to improve the future FWI. Fleet Wellness drives continuous improvement and monitors progress from today to the future.

The Five Tenets of Fleet Wellness include: Fleet Strategy Fleet Measurement Fleet Total Cost Management
 Fleet Tools and Technology Fleet Wellness Implementation

doeringfleet.com Page 1



# Fleet Strategy

Fleet Strategy is not one size fits all; it is specific to each organization and begins with determining what your organization's goals set out to accomplish.



### Factors that influence strategy include:

- Why do you have vehicles?
- Are you spending too much time managing your fleet?
- Are fleet costs skyrocketing?
- Is downtime problematic for your business/customers?
- Are you utilizing best practices among industry peers?
- Do you need to free up capital for new business opportunities?
- Can you engage and retain employees via your fleet program?
- Are you looking to become more environmentally friendly?
- Will it help to centralize your fleet management?
- Is your fleet strategy evolving with time, technology, and financing options?

As you get started, select and document three to five areas of focus.

Fleet Wellness depends on clear <u>strategy</u>, that <u>measures</u> key factors, utilizes <u>total cost management</u> to evaluate decisions holistically, utilizes <u>tools and technology</u>, and <u>implements</u> fleet management processes communicating in such a way that creates understanding and buy-in.

# Fleet Measurement

Measurement leads to improved results. Establishing key metrics to track is critical to Fleet Wellness success. Your Key Performance Indicators ("KPI's") help monitor whether you are on track to achieve your business objectives. Many KPIs are included in a vehicle Lifecycle Cost Analysis ("LCA") such as acquisition cost, resale value, fuel economy, insurance, maintenance, and repair history.

Your firm's Fleet Wellness Index is based on dozens of KPI's that create a complete picture of where you are and where you want to go.



### Example of KPIs include:

### **Annual Mileage Per Vehicle**

Vehicle Utilization identifies vehicles that are being over or underused.

### **Holding Period**

The optimal holding period varies by type of vehicle. Reviewing holding period and milage allows you to maximize your resale value and minimize lifecycle cost.

### **Fuel Consumption**

Tracking fuel consumption helps to identify a myriad of problems from maintenance issues, to poor tires, to driver behavior or inefficient driver routes.

### **Driver Behavior**

Driver behavior and safety can be measured and tracked allowing management to address bad behavior and reduce accidents.

### Maintenance and Repair Cost per Vehicle

Increasing repair costs could be a sign you are holding onto vehicles too long. High maintenance costs could indicate you are over maintaining your vehicles. Ensuring basic preventative maintenance is performed is critical to Fleet Wellness.

The initial and ongoing measurement of KPI's for a fleet is critical to accomplishing the goals established. It ensures the Fleet Wellness program milestones are reached and monitors the improvement of the Fleet Wellness Index over time.

# **Total Cost Management**

Fleet Total Cost Management encompasses the vehicle lifecycle costs plus administrative costs and overhead incurred internally. Many organizations with fleets focus on one aspect of cost, acquisition. Looking primarily at acquisition cost often leads to a less-than-ideal vehicle selection.

When looking at the cost of your fleet, look beyond acquisition cost.

Vehicle lifecycle cost is the major cost component of Total Cost Management. It looks at three factors of cost: acquisition cost, disposition value, and cost to operate. Cost to operate includes fuel, maintenance, and insurance costs.

The best answer is not found by looking at one factor, but rather at all the relevant factors. By expanding to two factors, acquisition cost and resale value, the decision is drastically different. Looking at all factors, organizations will make mindful fleet decisions with respect to the full financial implications to the vehicle lifecycle.







### Cost to Operate

With Fleet Wellness you will run an efficient fleet and minimize downtime, maintenance costs, and excess repairs, while maximizing fuel economy and other key variables.

# Understanding Cost Drivers

### **Acquisition Costs**

Buy vehicles "right" on the front end, leverage fleet discounts, don't overbuy for convenience as additional features and color variation can either add value or decrease value at disposition.

### **Disposition Value**

Maximize value at the time of disposition by timing sale for optimal sales price and timely balancing of the fleet.

### Example of Disposition Value:

If the new model year vehicle costs \$1,000 more than the prior model year vehicle, the conclusion when buying the prior model year vehicle would appear to save the company \$1,000.

However, when factoring in the resale value, you get a very different answer. In 4 years, the newer model year vehicle is worth \$2,500 more.

When the unit is sold, the company nets \$1,500 savings (\$2,500 from resale less \$1,000 premium paid up front) with the newer model year vehicle.

That's a savings of \$41 per month - per vehicle.

	Acquisition Cost -	Resale Value	=	<b>Total Cost</b>
New Model Year	\$28,300	\$14,500		\$13,800
Prior Model Year	\$27,300	\$12,000		\$15,300
	\$1,000			(\$1,500)

New Model Acquisition Cost Premium

Net Savings with New Model Year

# Fleet Tools and Technology

Fleet management is evolving rapidly and many tools are available to effectively implement your Fleet Wellness program. Consider which tools are right for you and implement those that help you achieve your overall Fleet Wellness objectives.

Here are a few of the major opportunities corporate fleets should investigate:

### **Fuel Programs**

A proactive fuel management program helps control cost, provide for the collection of essential data used for fleet management and reports, improve driver productivity, and meet regulatory requirements.

A typical plan issues one fuel card per vehicle and a unique pin number for each driver. A driver must enter the mileage and their unique pin number to enable the fuel pump. Management reports by driver show mileage, grade of fuel, and fuel economy. The fuel program documents and flags potential abuses.

### Fleet Management Maintenance Plans

Good preventative maintenance reduces the likelihood of costly repairs, extends the life of the vehicle, reduces downtime as well as increase the value at disposition. Fleet maintenance plans cover preventative maintenance, and repairs.

### Maintenance Plan Types:

#### **Preventive Maintenance**

Maintenance plans systematically notify the driver when preventative maintenance is due on the vehicle. Monthly reports provide vehicle compliance reporting with preventative maintenance guidelines specific to each vehicle

### Repairs

Maintenance plans also cover unexpected repairs on vehicles. When a vehicle is taken in to a local repair shop, the repair cost is compared to the approved guidelines for the same repair. If the repair is outside the approved limits, it goes through a very efficient approval process before any costs are incurred and results in significant cost savings overall of 20-40%.

### **GPS/Telematics Solutions**

With Telematics, drivers can find the fastest route to their destination in real-time because the vehicle's location information is partnered with current traffic reports.

More importantly, the data captured by telematics from the vehicles themselves is used to efficiently maintain vehicles, putting cars back on the road faster and cutting down on unproductive repair time.

Finally, telematics has been shown to help decrease vehicle accidents, not only by providing real-time traffic information, but also through the monitoring of driver behavior in real time. Thanks to Telematics, reckless driving can be captured, and addressed, before an accident happens. Driver feedback is instantaneous. Additionally, if an accident or incident has occurred, Telematics can help answer questions about it, such as fault and timeline.

### Gamifying the Driver Experience

Gamifying the driver experience can affect fleet behavior and does so in a positive and rewarding way to your team members. Telematics units can provide progressive scorecards about each driver and give real-time feedback with audible and visual warnings when drivers exceed nominal threshold behaviors speed, acceleration, or braking.

Safety teams can focus on rewarding drivers who actively modify their behavior to comply with established threshold conditions. Rewards not only stop bad practices, it also provides incentives to drivers for long-term adoption of positive behaviors, such as shutting off the engine rather than idling during long stops.

It is important to keep up with the developments in fleet management technology and ensure you are implementing the right tools to match your objectives.



# Fleet Wellness Implementation

Communication is key as you begin the Fleet Wellness implementation. Begin with your Fleet Wellness Strategy. Share your objectives, why they are important to your stakeholders and staff, and share where you are going and how you plan to get there. Your goal is to create buy-in at all levels. Introduce your KPIs and provide regular updates on progress against goals as measured by the KPIs.

Implement or update your written fleet policy to support your Fleet Wellness program, creating consistency across the organization and clarity of what is expected.

## A Fleet Policy Can Include Many Topics Such As:

- Driver Eligibility
- Vehicle Selection Options
- Maintenance Guidelines
- Incident Scoring
- Accident Protocol
- Personal Use
- Disposition Guidelines
- Driver Testing Practices and Triggers



### Fleet Wellness

# Summary

Fleet Wellness differs from company to company. In all cases, it represents a disciplined methodology to approach buying, maintaining, managing, and disposing of vehicles needed in your business.

The most important factor is that your team is talking about continuous improvement, measuring the progress, and ultimately realizing the benefits of lower costs, better cash flow and improved operating efficiencies. The status quo of the past can be improved upon. Focus on goal setting while building accountability and specificity into the fleet management process.

Fleet Wellness will power your healthy fleet of tomorrow as we promised. You will realize the benefits of improved fleet operating costs, operating efficiencies, driver safety, and reliability. You'll feel improved perspective in viewing your fleet against peer benchmarks and industry best practices.



# Your Next Steps

Take three to five action items from The Five Tenets of Fleet Wellness and put them into practice now.

There's no time like the present to improve the future.

Get Started Now!



# Need Help

# Implementing Fleet Wellness?

At Doering Fleet Management, we work with our clients to assess the overall health of their fleets, based on the criteria and considerations we've outlined within this eBook. Doering created Fleet Wellness and uses this proprietary process to help improve your fleet.

Doering adds value to every client. No two are alike and Doering's model is a purely custom one - built specifically for the unique needs of every organization. Each organization and individual has a unique way to handle staff, billing, and fleet management. For this reason, Doering works to craft a custom fleet management plan based on key data points.

### Contact Us At

doeringfleet.com fleetwellness@doeringfleet.com



Solicitation No: RFP Solicitation Number: 02-23
Solicitation Name: Fleet Management and Leasing

### Tab 8A – VALUE ADDED PRODUCTS and SERVICES

- As mentioned earlier, Doering Fleet Management received the award of the Highest rated fleet management company in 2022 for customer service. We do everything possible to say yes to our clients. We will go above and beyond to assist them with finding the vehicles that they need to meet their fleet goals.
- 2. We do not require our clients to sign up for all of the fleet management tools. We take an "a la carte" approach to the available services.
- 3. We offer Maintenance Management. We can schedule regular maintenance and repair services, such as oil changes and tire rotations (preventative maintenance), to keep vehicles running smoothly and prevent breakdowns.
- 4. We offer Fuel Management. This allows your drivers to get gas and input mileage. We use that mileage to monitor preventative maintenance needs.
- 5. We offer GPS tracking and telematics. This technology enables fleet managers to monitor vehicle location, fuel usage, driver behavior and other key metrics in real-time, allowing for optimized routing, improved driver safety and reduced fuel costs.
- 6. We offer Driver Safety and Training. These training courses are designed to improve safety, reduce accidents, track driver performance and behavior to identify areas for improvement.
- 7. We offer Compliance Management. WE assist companies and agencies stay compliant with local, state and federal regulations related to vehicle maintenance, driver hours of service, registrations and other legal requirements.
- 8. We offer Fleet Analytics. By analyzing data on vehicle usage, maintenance and fuel consumption, we can identify trends and patterns to optimize fleet performance and reduce costs.
- 9. We offer Mobile apps and technology. Our mobile app enables drivers and fleet managers to communicate more efficiently and access important data and information in real-time.
- 10. We look at Total Cost of Ownership and assist fleet managers, companies and agencies with establishing a fleet cycle while taking advantage of manufacturer discounts and being ready to order vehicles, especially these past couple of years, when the manufacturers have had short order windows.
- 11. We provide updates on emerging technology and discuss how the various alternative fuel vehicles will help a fleet. We also work with various financial institutions in order to pass along any federal tax credits for the purchase of alternative fuel vehicles.
- 12. We will work with companies to assist with infrastructure and installation of charging stations.

Our goal is to help businesses, agencies and non-profits improve operational efficiency, reduce costs and enhance safety and compliance.



Solicitation No: RFP Solicitation Number: 02-23
Solicitation Name: Fleet Management and Leasing

### **Tab 9A – REQUIRED DOCUMENTS**

- Federal Funds Certifications Agreed
- Clean Air and Water Act & Debarment Notice Agreed
- Contractors Requirements Agreed
- Required Clauses for Federal Assistance by FTA Agreed
- Federal Required Signatures See Tab 9B
- Antitrust Certification Statements Texas Government Code §2155.005 See Tab 9B
- State Notice Addendum Agreed

### FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### **APPENDIX II TO 2 CFR PART 200**

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
  - Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).
  - Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
  - Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.
  - Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- o If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

# RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

# CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

### CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

### CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

### CONTRACTOR REQUIRMENTS

# Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

# REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

#### ACCESS TO RECORDS AND REPORTS

### Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) <u>Equal Employment Opportunity</u>. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- c. <u>Disabilities</u>. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d. <u>Segregated Facilities</u>. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

#### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

#### NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

# **FEDERAL REQUIRED SIGNATURES**

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	DOERING FLEET MANAGEMENT
Address	15300 W. CAPITOL DRIVE
City/State/Zip	BROOKFIELD, WI 53005
Authorized Signature	Toland
Date	MARCH 21, 2023

# ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	DOERING LEASING Co Aba DOERING FLEET MANAGEMENT
Address	15300 W. CAPITOL DRIVE
City/State/Zip	BROOKFIELD, WI 53005
Telephone Number	BROOKFIELD, W/ 53005  BOB CROWS- COLL  262-395-4700 407-456-1561
Fax Number	414-918-4441
Email Address	BOB. CROWE @ DOERINGFLEET. COM
Printed Name	BOB CROWE
Title	SR. MANAGER-GOVERNMENT FLEET SALES & LEASING
Authorized Signature	Thu Co