



ATTACHMENT A: TECHNICAL PROPOSAL REQUIREMENTS & SPECIFICATIONS

RFP # COG-2122, FLEET MANAGEMENT SERVICES

Table of Contents

| | | |
|------------|---|----|
| Section 1. | General Guidelines..... | 2 |
| 1.1. | Instructions for Completing Attachment A..... | 2 |
| 1.2. | Use of Attachments..... | 2 |
| Section 2. | Bidder Overview & Qualifications | 3 |
| 2.1. | Company Information..... | 3 |
| 2.2. | Financial Strength & Legal Considerations..... | 4 |
| 2.3. | Industry Qualifications..... | 5 |
| 2.4. | Public Sector Focus | 7 |
| 2.5. | Customer References..... | 8 |
| Section 3. | Products and Services..... | 8 |
| 3.1. | Products & Services..... | 8 |
| 3.2. | Turnkey Capabilities | 10 |
| 3.3. | Other Services | 11 |
| 3.4. | Additional Features..... | 15 |
| 3.5. | Additional Offerings..... | 16 |
| 3.6. | Warranty | 16 |
| Section 4. | Business Operations | 17 |
| 4.1. | Logistics..... | 17 |
| 4.2. | Customer Service | 18 |
| 4.3. | Order & Invoice Processing; Payment | 20 |
| 4.4. | Members Contracting for Services..... | 22 |
| 4.5. | Sustainability, Reclamation, and Recycling Initiatives | 23 |
| Section 5. | Go-To-Market Strategy..... | 24 |
| 5.1. | Bidder Organizational Structure & Staffing of Relationship..... | 24 |
| 5.2. | Contract Implementation Strategy & Expectations..... | 25 |
| Section 6. | Administrative Requirements..... | 26 |
| 6.1. | Admin Fee & Reporting..... | 26 |

Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: *Technical Proposal – Bidder Name.docx*.

For sections of Attachment A structured like the example below, simply click in the green cell or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

| | | |
|---|--|--|
| 1.1.1. | Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change. | |
| This is a sample question. Do not provide a response. | | |

For sections of Attachment A structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement.

| | | |
|---|---|--|
| 1.1.2. | Maintenance & Service. If yes, provide a description of the maintenance & service options included in your proposal. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| This is a sample question. Do not provide a response. | | |

1.2. Use of Attachments

Bidders may incorporate additional documents by reference as part of their response to the questions in this document. For example, you may want to include brochures, reports, charts, or graphs in response to specific questions. Bidders should clearly state in their response whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder's electronic Technical Proposal submissions and uploaded to Bonfire should include in the following order: i) Technical Proposal, ii) Bidder's name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to Section 2.2.1, the following electronic file name would be appropriate: *Technical Proposal – Bidder Name – Section 2.2.1. – Financial Statements.pdf*.

Section 2. Bidder Overview & Qualifications

2.1. Company Information

| | | |
|-------------------------------------|--|---|
| 2.1.1. | Company Name & Address. | |
| Company Name: | Element Fleet Management Corp. | |
| Headquarters Street Address: | 161 Bay St Suite 3600 | |
| City, State & Zip Code: | Toronto, Ontario CA-M5J 2S1 | |
| Main Telephone Number: | (800) 665-9744 | |
| Website: | https://www.elementfleet.com | |
| 2.1.2. | Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change. | |
| | <p>Element Fleet Management [TSX: EFN] was founded on May 11, 2007 as Element Financial Corporation. Element Financial entered into the fleet management industry when it purchased TLS Fleet Management (founded 1980) in 2012. In June 2013, it acquired the assets of GE Capital Fleet Services Canada (founded 1987), and in 2014, PHH Arval (which founded the fleet management industry in 1946). It acquired GE Capital Fleet Services (founded in 1958) U.S., Mexico, Australia, and New Zealand operations in 2015.</p> <p>On October 3, 2016, Element Financial Corporation completed the reorganization of the company into two separate publicly-traded companies: Element Fleet Management and ECN Capital.</p> <p>Today, Element Fleet Management is traded on the Toronto Stock Exchange as "EFN" and is the largest pure-play automotive fleet manager in the world, providing the full range of fleet services and solutions to a growing base of loyal, world-class clients – corporates, governments and not-for-profits – across North America, Australia and New Zealand. More information about our company can be found at: www.elementfleet.com/investors.</p> | |
| 2.1.3. | Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided. | |
| <input checked="" type="checkbox"/> | Corporation – provide the State of incorporation and the company ownership structure. | A Delaware corporation |
| <input type="checkbox"/> | Partnership – provide the State of registration and the names of all partners. | Click here to enter response. |
| <input type="checkbox"/> | Sole Proprietorship – provide the State of registration and the name and title of the principal. | Click here to enter response. |

| | | |
|--------------------------|---|-------------------------------|
| <input type="checkbox"/> | Joint Venture – provide the State of registration and the names and titles of all principals. | Click here to enter response. |
| <input type="checkbox"/> | Other – provide detailed description of corporate structure and ownership. | Click here to enter response. |

2.2. Financial Strength & Legal Considerations

| | |
|--------|---|
| 2.2.1. | <p>Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. <i>Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</i></p> |
|--------|---|

TRADE SECRET INFORMATION

Element Fleet Management (TSX:EFN) is the largest pure-play automotive fleet manager in the world, serving approximately 1 million vehicles under management across over 5,500 clients. Element has recently completed a 27-month client-focused transformation program, successfully executing on the three strategic pillars we set out; solidifying the company’s core operating platform and client relationships, strengthening and deleveraging our balance sheet and divesting of all non-core assets. During this transformation Element deleveraged the balance sheet from over 9x to sub-6x tangible leverage and eliminated or replaced over \$1 billion of high-cost hybrid instruments from our capital structure, greatly strengthening the company's financial position and maturing the capital structure. As a result of this transformation, Element is now a BBB-rated investment grade company with over \$16 billion in assets under management. Element has access to a diversity of funding sources (including the fleet ABS market, the syndication market, and the US unsecured debt market) and boasts over \$5 billion of contractually committed, undrawn liquidity, allowing us to put our balance sheet to work for our clients.

Complete details and copies of financial statements are available through our website: www.elementfleet.com/investors.

| | |
|--------|--|
| 2.2.2. | <p>Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p> |
|--------|--|

Element has not had an bankruptcy or insolvency in the last three years.

| | |
|--------|--|
| 2.2.3. | <p>Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p> |
|--------|--|

In the ordinary course of our business as a leasing and fleet management company, Element Fleet Corporation and its fleet affiliates are involved in motor vehicle collision litigation and other commercial litigation; however, there are no actions pending that adversely affect the ability of Element to perform effectively the services articulated herein.

Neither Element Fleet Corporation (US), Element Fleet Management Inc. (CA), nor any of its fleet affiliates have filed for bankruptcy or been the subject of any bankruptcy proceedings.

| | |
|--------|--|
| 2.2.4. | <p>Mandatory Contract Performance Disclosure. Pursuant to <u>RFP Section 3.13</u>, disclose whether the your company’s performance and/or the performance of any of the proposed subcontractor(s) under contracts for</p> |
|--------|--|

| | |
|--|--|
| | <p>the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “formal claims” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder’s proposal. Equalis Group will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members.</p> |
|--|--|

| | |
|--|--|
| Element has not had any “formal claims” of breach of contract. | |
|--|--|

| | |
|--------|---|
| 2.2.5. | <p>Mandatory Disclosure of Governmental Investigations. Pursuant to RFP Section 3.14, indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company’s performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder’s proposal at Group’s sole discretion. Equalis Group will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members.</p> |
|--------|---|

| | |
|---|--|
| Element has not been subject of any adverse regulatory or adverse administrative governmental action. | |
|---|--|

2.3. Industry Qualifications

| | |
|--------|---|
| 2.3.1. | <p>Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p> |
|--------|---|

| | |
|--|--|
| Element is a financier for leasing fleet vehicles and rebiller for services. | |
|--|--|

| | |
|----------|---|
| 2.3.1.1. | <p>Authorization. If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> |
|----------|---|

| | |
|----------------|--|
| Not Applicable | |
|----------------|--|

| | |
|--------|---|
| 2.3.2. | Industry Experience. How long has your company provided products and services outlined in your response to this RFP? What percentage of your company’s revenue in each of the last three (3) full calendar years was generated from these products and services? |
|--------|---|

Element has been providing fleet services to North America for more than 70 years, through the convergence of several long-standing companies. Please refer to our financial information located at <https://www.elementfleet.com/about-us/investor-relations/financial-reports>.

| | |
|--------|--|
| 2.3.3. | Geographic Reach. Describe your company’s service area in the United States and which areas you intend to offer services under a resulting contract if awarded. |
|--------|--|

Element provides services in all 50 states and Puerto Rico and would do so if awarded the contract.

| | |
|--------|---|
| 2.3.4. | Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications? |
|--------|---|

Our team members currently hold numerous certifications, broadly representing both Quality Service and Professional levels. In addition to general industry certifications that include ICAR; VALE Technical; and Mitchell Estimating, we've highlighted some of the major certifications below:

Managed Maintenance

Our maintenance department has received the National Institute for Automotive Service Excellence's (ASE) Blue Seal of Excellence award for 15 consecutive years. This award honors organizations whose technicians continually strive for increased quality and expertise. Our Managed Maintenance Service Technicians have ASE certification and Inter-Provincial technician licenses; overall, the department holds 1297 total certifications, including 55 Master Automotive certifications, 27 Master Truck certifications, 3 World Class certifications and 11 Canadian licensed certifications.

Collision Management

All collision management appraisers are licensed nationally, and many hold state licenses in those states that offer appraisal licenses: PA, RI, NY, NC, SC, DE, VT and CT. Our team members also hold ADP Shoplink and CCC Pathways certifications.

Insurance-related certification programs

Element facilitates auto physical damage for some insurance carriers and sends appraisers to heavy equipment estimating classes. Certifications include:

- Adjustrite
- Mitchell Truck estimating programs

Truck Services

The dedicated Commercial Truck Solutions Consultants have attained the Certified Transportation Professional designation through the National Private Truck Council.

Continuous Improvement

Element’s Continuous Improvement Group has certified Lean Six Sigma Black Belts on staff. Certifications are achieved through nationally recognized organizations, such as the American Society for Quality (ASQ) and Villanova University.

In addition, many of our employees hold certifications that include Microsoft Certified Partner; Loss Recovery Specialists certified by the Insurance Institute of America; and CAFS or CAFM Certification from NAFA.

2.4. Public Sector Focus

| | |
|--------|---|
| 2.4.1. | Public Sector Contract Vehicles. What Public Sector contract vehicles (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract vehicle, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years? |
|--------|---|

TRADE SECRET INFORMATION

Element has more than 25 current public sector clients. They utilize a variety of our services, including collision management, subrogation, and safety. Almost all of our public sector clients are enrolled in collision management. The dates of the agreement vary greatly by client. Many of our public sector clients are long term clients who have used our services for more than ten years.

| | |
|--------|--|
| 2.4.2. | Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)? |
|--------|--|

Element's publicly available financials do not report to this level , however, complete details and copies of financial statements are available through our website: <https://www.elementfleet.com/about-us/investor-relations/financial-reports>.

| | |
|--------|---|
| 2.4.3. | Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)? |
|--------|---|

Element's publicly available financials do not report to this level , however, complete details and copies of financial statements are available through our website: <https://www.elementfleet.com/about-us/investor-relations/financial-reports>.

| | |
|--------|--|
| 2.4.4. | Public Sector Strategic Growth Plan. Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions? <i>For clarity, the figures requested are to include revenue generated through cooperative contracts (see question 2.4.1) and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</i> |
|--------|--|

As a publicly traded company Element is committed to Aggressively pursue organic growth in all of the Company's geographies and demonstrate the scalability of Element's transformed operating platform.

2.5. Customer References

| | |
|--|--|
| 2.5.1. | <p>Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> • Customer name and location; • Customer contact person and their title, telephone number, and email address; • A brief description of the products and services provided by your company; • Customer relationship starting and ending dates; and, • Notes or other pertinent information relating to the customer and/or the products and services your company provided. |
| <p>In alignment with Element's company policy, we are pleased to provide you with references once we are selected to participate in the next round of the RFP process.</p> | |

Section 3. Products and Services

3.1. Products & Services

| | |
|--|--|
| 3.1.1. | <p>Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>IMPORTANT: this description along with the products and services outlined in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p> |
| <p>Element has been an innovator in the fleet management industry for over 70 years and we actively leverage that experience to provide our clients industry leading products and services. As a global fleet management company, our core competencies include vehicle financing combined with integrated management services in order to help you save time and money. While we offer an entire suite of service programs to manage the entire fleet lifecycle, some of our key programs include:</p> <p>Collision Services: Our quality control appraisers review every estimate and inspect vehicle damage for cost-saving opportunities. Our licensed appraisers review all repair estimates, using advanced software and technology tools along with high-resolution digital imaging to verify the correctness of all suggested repair service charges, minimizing supplemental or unnecessary repair costs.</p> <p>Account Management Team: Our dedicated team of experts provides quality service and expertise in every aspect of your fleet’s life cycle, ensuring that we allow you to focus on growing your core business.</p> <p>Driver Accountability™: This electronic violation-processing solution helps fleets maximize cost savings and minimize driver-related challenges associated with violations. With Driver Accountability, fleets save up to 80% over current violation processing and payment methods.</p> <p>Fuel Services: With broad coverage and industry leading security controls, Element's fuel programs provide convenience to your drivers and cost control and visibility to you. Additionally, we integrate our fuel card with other services, such as telematics, to provide better fuel card protection and to improve the accuracy of odometer readings and other vital data.</p> <p>Maintenance Services: Our maintenance advisors have the technical expertise, training, and industry experience to minimize driver downtime and to ensure your vehicles are safe and properly maintained, while reducing your maintenance costs. We deliver this service</p> | |

by employing certified technicians around-the-clock. Our maintenance management program delivers an average annual savings of \$136 per vehicle per year.

Personal Usage and Expense: Our Usage & Expense Tracking Reporting program provides taxable benefit reporting tools, making it easy for drivers to log personal and business vehicle usage and helping your organization comply with tax regulations. Element's Xcelerate mobile application for drivers makes submitting monthly mileage a breeze, and mobile notifications to the driver's device ensure reporting timeliness and compliance.

Remarketing: Our Remarketing Team has historically been ranked as number one amongst our competitors in average retail proceeds based on data provided by Black Book National Auto Research. Our remarketing success can be attributed to our ability to leverage the strong Element Brand in the marketplace, our use of technologies such as CARFAX and AutoIMS, our consolidation of regional volume coupled with our timing techniques, and our strong partnerships with auctioneers.

Strategic Consulting Services: Our Strategic Consulting Team consists of more than 40 full-time dedicated analysts, half of whom have advanced degrees, and all of whom are tenured experts in analytics and the fleet industry. On average, analysts have 12 years of fleet management experience. The team works with sophisticated analytical models to identify cost savings opportunities throughout the lifecycle of your fleet and to provide a broad array of benchmarking, financial analyses, process analyses, policy analyses, and best practices focusing on your goals and objectives. They work with sophisticated analytical models to identify process improvement and cost savings opportunities, offering recommended solutions to meet your corporate goals. Element identified over \$1 billion (CAD) in cost savings for our North American clients in both 2019 and 2020.

Telematics: Our mobile resource management solution is a fleet module that allows you to gain visibility into the location, condition, and use of your vehicles. As a result, you lower operating costs, CO2 emissions, and downtime while you improve safety, utilization, and compliance. In addition, our expert advisors can analyze your information and provide actionable recommendations.

Tolls, Violations, and Compliance: Element's Tolls, Violations, and Compliance program not only makes it easy for you to consolidate billing and help to eliminate violations, it also manages these processes for you, relieving you of administrative tasks while ensuring compliance. Our programs allow for drivers to pay their personal tolls and tickets online, and customized reporting provides you with complete violation activity for compliance and tax purposes.

Leasing: Our open-ended lease term enables you to cycle your vehicles at the most opportune times, allowing you to take advantage of changing economic conditions, market timing, manufacturer incentives, or any other business need. Our lease allows you the benefits of paying rental tax over the term of the lease, instead of paying sales tax up front, thereby reducing your total cost and improving your monthly cash flow.

Acquisition: Our new-vehicle ordering process is designed to be simple, fast, and effective. Element's North American vehicle ordering platform systematically integrates your fleet's needs and exceptions, increasing efficiency and providing upfront validation of entries to ensure accuracy. Online ordering is simple and policy-driven, so it minimizes the amount of data you need to enter. Orders can be saved, copied, and reused, reducing manual entry even further.

| | |
|--------|--|
| 3.1.2. | Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products. |
|--------|--|

Not Applicable

| | |
|--------|---|
| 3.1.3. | Customized Offering. Describe how you are able to customize the program offering to Equalis Group Members. |
|--------|---|

Element offers a full suite of fleet management services including:

Vehicle Services: We help you determine the right assets for your fleet, streamline the process for selecting and purchasing them, provide customized financing to maximize your cash flow and manage the remarketing process to

secure the best possible price in the shortest practical time. For complex fleets, our experts assist to ensure your vehicles and equipment are built to fit your needs and budget.

Management Services: We proactively work with you to ensure your fleet is fully aligned with your strategic goals and operating at peak efficiency. We help you enhance driver safety and productivity through fuel, maintenance, safety and collision management services, as well as other best-in-class fleet solutions.

Technology Services: Our fleet management technology solutions are designed to make you, your fleet assets and your drivers more productive. We continually invest in technology and user systems to improve our service, provide you with detailed and summary data intelligence, and enhance the driver experience.

3.1.4. **Differentiators.** Describe what differentiates your company’s products and services from your competitors.

Element truly values improvement and maintaining our position as a leader in the fleet management industry, and as such we make significant investments in this space to provide our clients with the best possible services. Three major areas distinguish us from competitors:

Enabling Technology

Our technology platform, which includes Xcelerate Fleet Management and Xcelerate for Drivers, frees our clients from the cumbersome, time-consuming, and inflexible methods of information management. Unlike competitors’ models, our platform is modular in nature. Our platform leverages our Advanced Analytics engine, which handles multiple data sets to perform complex computing tasks. The technology is quick and powerful, and it is supported by the human resources of IT professionals and Data Scientists.

Accountable Consulting

Strategic consulting is offered by most Fleet Management Companies, but our team of strategic consultants is exceptional, offering deeper and more actionable insights with our Advanced Analytics engine. We have the largest team in the industry (nearly 40 consultants in North America and over 50 globally), and our portfolio size provides the largest set of benchmarking data available. Our team can integrate multiple data sets to examine correlations, discover relationships, and make adjustments in real-time, according to [ClientName] needs. Additionally, we can view asset or driver performance on an individual, rather than just an aggregate, level.

Personalized Service

Element’s client service teams provide the best service possible. Our Fleet Partnership Solutions (FPS) model will provide Equalis Group Members with a team of tenured, experienced, and responsive individuals. One of these individuals will serve as your single point of contact; they will proactively provide you with the information you need to manage your fleet. Your account team will also work closely with the Strategic Consulting team to identify areas for additional cost savings and process improvement.

3.2. Turnkey Capabilities

3.2.1. **Turnkey Capabilities.** Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, fleet assessment, vehicle consultations & recommendation, delivery, inspection, aftermarket customization, and maintenance.

Your FPS partner and strategic consultant will take over any reporting, analysis, and recommendations that may be helpful for your fleet, of course with your input and guidance as desired. This includes, but is not limited to, putting together an optimal replacement analysis to determine the lowest point in lifecycle costs per vehicle type to determine when to cycle assets to optimize your fleet spend. Once that is completed, we will project out replacement estimates for each vehicle in your fleet along with expected FMVs to

help you understand when you will need to be ordering new assets (and how many) and what gain or loss on sale you should expect from vehicle disposition. Further, in acquiring new assets, we will put together comprehensive life cycle cost analyses for multiple vehicles in each asset class to ensure your drivers are in the most cost-effective vehicle that meets your fleet's specific criteria.

Additionally, Element has extensive experience with successfully implementing unique programs for a diverse range of clients. This is reflected through a 98.7% client satisfaction rating for our implementation methodology in 2020. We realize that there are going to be intricacies to every implementation; therefore, we allocate a strategic project manager to work with Equalis Group Members throughout the implementation process. Our approach applies project management methodology and customized consulting to address all aspects of fleet management. We simplify this process by managing all project details, managing resource time efficiently for Equalis Group Members, and streamlining the transition for your fleet team and drivers. This service is offered at no additional cost.

3.3. Other Services

| | | |
|--------|---|---|
| 3.3.1. | Maintenance & Service. If yes, provide a description of the maintenance & service options included in your proposal. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|--------|---|---|

The goal of our program is to put your drivers back on the road with minimum downtime and at optimal cost savings. Our Managed Maintenance program incorporates your specific repair and service policies, with access to experts and technology solutions 24/7. To best meet your maintenance service goals, we collaborate with you to determine your level of expense control and management needs. These factors then define the dollar limits for drivers and Element's contact center agents, as well as for your fleet management team. Our maintenance policy instructions are robust and flexible to accommodate many expense-monitoring situations.

The following features distinguish Element's maintenance program from that of our competitors:

Our center: Our 24/7 Maintenance Center has been awarded the ASE Blue Seal of Excellence. We have three U.S./Canada maintenance centers, located in Sparks, MD, Hopkins, MN, and Mississauga, ON, along with many geographically dispersed contact center agents.

Our people: Our team consists of ASE-certified technicians in the U.S. and 310S and 310T Red Seal-certified technicians in Canada. We employ certified technicians around-the-clock to service your fleet. Element Managed Maintenance technicians hold a broad range of certifications, with five (5) technicians having achieved the most prestigious World-Class Technician level from the Automotive Aftermarket Industry Association (AAIA) for having 22 ASE specialties. We align our Technical Specialists' goals with identifying costs savings for you, and we monitor their performance through an in-house quality team.

Technology and analytics: Our Service Technicians have visibility to your maintenance policies with access to previous vehicle repairs. The system alerts our technicians of repetitive repairs, identifies warranty and post-warranty opportunities, and ensures maintenance compliance. Technicians have real-time access to industry standard pricing for maintenance repairs, which includes both parts and labor for every repair transaction type. This technology tool assists us to reduce clients' maintenance costs. Our supervisor team has direct access to call recordings, screen captures, and speech and data analytics to ensure compliance.

Emergency Roadside Assistance: We ensure that drivers with disabled vehicles return to the road quickly. Emergency Roadside Assistance is available 24/7 and it includes towing, tire change, jump starts, key lockout, fuel-out, and tire service.

Reporting: Our online reporting tools make available in real-time all repair and maintenance transaction detail at ATA code level, as well as in the form of repair narrative. Maintenance data are updated within minutes of being entered into our system. [ClientName] has the capability to view complete maintenance history and billing detail for each vehicle by unit level detail or in summary format.

Cost Control: We help ensure that only required maintenance is performed, and we provide information for savings metrics and reporting. During each supplier authorization request, our agents first confirm several vehicle details to verify the correct unit. Then, as part of the approval process, our agents review the estimate with the vendor to verify accurate labor times, part/service requirements, and part pricing. We validate all repairs against Manufacturer Warranty, determine any applicable parts warranties, and review with the OEM if there is a potential for goodwill assistance based on Element-specific criteria. Finally, our team will review repairs against any client-specific policies to ensure that we follow the fleet's directive. Our team also analyzes trends that may assist us in diagnosing common maintenance concerns.

Online web portal: The online Dashboard for maintenance provides detailed information on driver behavior, overall vehicle maintenance spend, cost savings, and fleet spend by component for the current and previous year. The pre-formatted maintenance reports in the Report Center provide additional performance measures.

| | | |
|--------|---|---|
| 3.3.2. | Inspections. If yes, provide a description of the inspection services offered. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|--------|---|---|

In conjunction with Element's Managed Maintenance program, our Preventive Maintenance Program accommodates requisite annual DOT inspections and other specific safety services at regular intervals.

In order to facilitate inspections for emissions and safety/vin, we collaborate with our strategic suppliers to complete all steps for obtaining pre-reqs for all size fleet vehicles.

Also, we can manage your pre- and post-trip inspection and sign off through our Telematics product.

| | | |
|--------|--|---|
| 3.3.3. | Risk Management and Physical Damage. If yes, provide a description of the services included in your proposal. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|--------|--|---|

Our Collision Management program drives value to our clients by decreasing collision-related downtime and costs while increasing subrogation recovery. More importantly, we keep your drivers, customers and community as safe as possible, by ensuring the safety of every vehicle repaired.

Collision reporting: When a collision occurs, our Customer Care representatives prioritize the safety of your drivers while capturing and completing the most comprehensive first notice of loss in the industry. Drivers call in to fully trained, Element representatives (available 24/7) to report a collision, emergency tow service and obtain vehicle rental assistance.

Cost-effective repair management: Element employs only the highest quality employees and at [ClientName]'s disposal will be a Quality Control Specialist with I-CAR training and an Automotive Service Excellence (ASE) certificate. Our event-driven system provides your certified adjuster immediate access to the specifications of the vehicle and to the repair shop handling the repair. Your certified adjuster reviews the estimate, negotiates with the shop and evaluates the repair based on your policy.

Subrogation: When your driver is in a collision and is not at fault, our subrogation team evaluates the claims and does the necessary background work to recover your costs, which includes the repair, loss of use, diminished value and more. In fact, three out of every ten claims are referred to our subrogation team within hours of receiving the First Notice of Loss. Aggressive action is taken to recover all costs related to the repair, with an average recovery rate of 94 percent of funds pursued.

In-house customer service and technical expertise: All Collision Management services, including repair management, subrogation, estimating and collision reporting, are coordinated and managed by in-house experts who receive ongoing training on the responsibilities of their role.

Transaction tracking and trend analysis: Access to a wide range of collision and risk information is available via reports through the online Element Xcelerate portal. Data can be downloaded to the user's desktops for integration into other management reports. Custom reports can be fulfilled and repeated as needed by the data and analytics team.

Element is the only provider to place drivers into a DriverCare Risk Manager risk category based on time-weighted accumulation of points from events such as MVR violations, collisions, and safety policy violations. Event scoring and risk levels are customizable to allow alignment with Equalis Group Members' safety policy. Through DriverCare's automated event management engine, high risk drivers are prominently identified in DriverCare Risk Manager.

Through the identification of high risk drivers, Equalis Group Members can conduct annual training as a refresher and also to structure training in additional ways using definable triggers. Such definable triggers that can initiate training to drivers include:

- Critical events
- Preventable accidents
- Risk level increase
- New hire entry

We will work with Equalis Group Members to design the training program that best fits your culture and your vision for your driver safety program.

| | | |
|--------|--|---|
| 3.3.4. | Upfitting or Aftermarket Products. If yes, provide a description of the upfitting and customization services included in your proposal. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|--------|--|---|

Element's Truck & Upfit Team simplifies the process of upfitting cars, light-duty trucks, medium-duty trucks, heavy-duty truck/tractors and Equipment for clients by centralizing the process for them. We also can provide technical consulting enabling clients to reduce acquisition costs, increase employee productivity, ensure the highest safety standards for drivers, and increase the reliability of the vehicle. Process steps include:

Consult and provide quoting directly with Equalis Group Members;

Create FleetSpec (Base chassis and upfitting) in Xcelerate;

Included in the FleetSpec is the related transportation required from OEM to upfitter to dealer/destination: "ship-through", "ship-to", driven, or other transportation method.

Lead time, specifications (including upfitting), order processing, and status monitoring;

Status for all ordered vehicles are available in Xcelerate.

| | | |
|--------|--|--|
| 3.3.5. | Other Services. Provide a description of any other services included in your proposal that has not been addressed in this document. | |
|--------|--|--|

We proactively work with you to align your fleet with your strategic goals. With our leasing, fuel, maintenance, telematics, safety and collision management services, as well as other best-in-class fleet solutions, we enhance driver safety and productivity.



Sale and Leaseback: After a thorough review of your current inventory, we will make recommendations that may include purchase/leaseback, early retirement of existing units (short cycle), or maintenance of current replacement practices.

For the purchase/leaseback option, vehicles are bought out at market value. Assuming vehicles are currently leased under a standard Open End TRAC lease, which protects the operating lease status, vehicles must be bought at fair market value. This course of action may or may not be an available option, as the current lessor may limit our ability to buyout existing units. We develop FMVs based on current market conditions, age, and mileage of your vehicle(s).

The early retirement/short cycle option may be chosen if remarketing market conditions indicate that the vehicles can be sold earlier than the regular replacement timing while maintaining the desired cash flow position for the client. The short cycle option involves selling vehicles early and leasing the replacement vehicles through Element.

The maintenance of current replacement cycle may be a proposed alternative when any other options are not feasible or do not result in the desired outcome for the client. This option involves letting the vehicles reach replacement term as usual and then leasing the replacement vehicles through us.

Factors that may influence our mutual decision could include interest rates, current used vehicle market, enhanced motor company incentives, opportunity to enhance fuel mileage and reduce maintenance expenses, and existing tax rate structure per state.

Telematics: We provide a fully-integrated telematics product that is built around custom analytics, dedicated expert resources, operational administration, and data integration to provide our clients industry leading insights and strategies.

- **Telematics:** Our solution includes device/OEM data connection, accessory hardware, installation programs, and access to our web-based portal and associated mobile applications. This product offering generally provides real-time status of assets using GPS location data and other information generated from the vehicle (engine diagnostics, speed, aggressive acceleration or deceleration events, fuel consumption and idling time). It also provides standard reports that can be scheduled for receipt on a daily/weekly/monthly basis, multiple activity alerts, which offer real-time feedback on compliance issues in the field, and simple dispatch aid tools to assist in one call resolution.
- **Insights Reporting:** Our analytics consultants work with you to create personalized reports using both telematics and client data from our database. Our reports can include all of your relevant fleet data to ensure consistency in your fleet reporting.

Tolls: Our Toll Management program is a full outsource program that handles all of your fleet’s toll payment and administration needs. We work with Verra Mobility Corporation to provide our clients with this solution. The program eliminates toll violation expenses, as well as the administration associated with managing multiple toll programs across the U.S.

Violations: Personal Violations Payment: Personal Violations Payment reduces up to 80% of violation costs to the fleet by allowing drivers to directly pay for violations they have incurred in a company vehicle. When we receive notice of a violation, the driver is notified by email with all relevant details about the violation. The driver may then log into the Verra Mobility website to pay the fine and processing fee.

Verra Mobility will attempt to transfer the liability of the violation directly to the driver when possible. The driver retains due process to dispute the violation with the issuing authority, a right not possible through the chargeback process that many other fleet management companies use.

If transfer of liability is not a possibility, due to the issuing authority, then Verra Mobility pays the issuer directly. They then work with the driver to recover the costs, including administrative fees. If the driver fails to pay, Verra Mobility will follow up every two weeks. After 60 days, the fleet is responsible. Element will pay the fines and rebill the cost through our regular chargeback procedure.

3.4. Additional Features

| | |
|--------|---|
| 3.4.1. | Value Add. Describe any other features or capabilities relating to this RFP that would improve or enhance your company’s proposal. Your response may include, but is not limited to, additional or complementary products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements. |
|--------|---|

Our Strategic Consulting team (SCS) provides financial, technological, and consulting expertise to support our client’s fleet initiatives and priorities.

Specific services and initiatives include:

- Dedicated consultant aligned to your account
- Semi-annual business reviews
- Model year planning
- Vehicle life cycle cost analysis
- Alternative fuel / green fleet strategy
- Replacement analysis

- Determining optimal replacement parameters
- Benchmarking
- Fleet policy best practice sharing
- Identification and tracking of savings opportunities
- Snow tool for AWD policy analysis
- OEM strategy / RFP support
- Vehicle utilization analysis
- Financial budgeting support
- Resale channel planning
- Site visits
- Other ad hoc analysis

3.5. Additional Offerings

| | |
|--------|---|
| 3.5.1. | <p>Other Capabilities. Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in <u>Attachment B – Cost Proposal</u> in accordance with the directions provide in <u>RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats</u>.</p> |
|--------|---|

Element offers a wide range of products and services to help the Equalis Group Members manage their fleet.

Tailored Solutions and Services

Fleet Management Journey



3.6. Warranty

| | |
|--------|---|
| 3.6.1. | <p>Warranty. Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty</p> |
|--------|---|

| | |
|--|--|
| | that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <i>Attachment B – Cost Proposal</i> . |
|--|--|

Element does not provide manufacturer’s warranties, however we enforce OEM warranties through our certified service technicians who review and authorize all maintenance repairs. Service Technicians identify repairs that are covered under warranty and document the repair in the vehicle’s maintenance history. This process protects our clients from unnecessary costs and ensures that warranty eligible repairs are performed under warranty.

Warranty recoveries: Our full-time staff focus on negotiating warranty adjustments on Equalis Group Members behalf. Our comprehensive warranty system is integrated within our maintenance center platform, enabling us to identify maintenance transactions eligible for warranty recovery. If a repair is eligible, an alert prompts the Service Technicians, and all repairs under the manufacturer’s warranty that are performed at a dealer are processed as “no charge,” which prevents payment from being authorized.

Post warranty recoveries: Our Service Technicians routinely ask dealers for recovery consideration, even when miles or months in service exceed warranty terms. When denied at the dealer level, it may be possible to recover directly with the manufacturers. We analyze transactions and review cause of failure, mileage, repair, vendor, maintenance history, and time in service to identify premature failure trends. We then submit claims to the corresponding manufacturers for inclusion under post-warranty policies.

Rental car and recall reimbursements: Element works with individual dealers and our OEM service and parts manager to ensure covered rental reimbursement opportunities are maximized for warranty repair work and recall repair work. Our web report displays individual vehicles that have “open recalls” based on data provided by Carfax, facilitating visibility for branch managers to act promptly and resolve the recall.

Reimbursement submissions: We submit policy adjustment claims online, which reduces claim cycle time. Equalis Group Members will receive a credit for all recovered claim monies on the monthly services bill. Equalis Group Members can view complete details of post warranty recovery by fleet summary or individual vehicle-level details through the Xcelerate online portal.

Section 4. Business Operations

4.1. Logistics

| | |
|--------|---|
| 4.1.1. | <i>Distribution Capabilities.</i> Describe how supplier proposes to distribute the products/services in Bidder’s defined geographic reach. |
|--------|---|

TRADE SECRET INFORMATION

Element's vehicle delivery dealer network includes [REDACTED] [REDACTED] U.S. dealers; and [REDACTED] dealers in Puerto Rico. While these figures represent the number of dealers actively in our system, we are able to work with most dealers across the U.S. making the number of dealers available to Equalis Group Members substantially higher.

Our maintenance services network provides you with conveniently located full-service support to ensure your drivers experience the highest degree of timeliness and quality of service. Our fleet-minded maintenance providers provide everything from preventive maintenance to unscheduled and complex repairs, including warranty and post-warranty service.

In the U.S., our maintenance network includes [REDACTED] national account vendors, such as Goodyear, Firestone, Michelin (and its subsidiaries) and [REDACTED] dealerships and independent repair garages.

The Element Navigator Program (US only): This one-card solution allows drivers to purchase fuel and gives them access to the largest proprietary fuel supplier network in the United States; the card is accepted at [REDACTED] of stations in the U.S.

We have [REDACTED] repair facilities in our direct repair network across North America, including shops that handle heavy-duty vehicles. We also have a number of national chain/fast fitters in our network, including glass repair and replacement providers

| | |
|--------|--|
| 4.1.2. | Distribution Centers. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable. |
|--------|--|

Element does not have distribution facilities, warehouses or retail network.

| | |
|--------|--|
| 4.1.3. | Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member. |
|--------|--|

TRADE SECRET INFORMATION

As a fleet management company, we provide services including but not limited to consulting, administrative support and bill consolidation to assist clients to manage their transactions with third party service providers. Element maintains ongoing relationships with certain third parties that provide services to Element clients. The most prominent strategic partnerships are in the following product categories: DOT, Fuel, Telematics, Vehicle Rentals, Tolls and Violations.

DOT: Element has a long-standing partnership with [REDACTED] to provide legal and regulatory compliance support as it relates to DOT and IFTA.

Fuel: [REDACTED] is the partner for our fuel card; however all data reporting, data integration and billing is proprietary to Element.

Maintenance: We work with several third parties for certain maintenance services.

Telematics: All hardware is provided by third party manufacturers.

Tolls & Violations: Element coordinates with our strategic vendor [REDACTED]. However, all data reporting, data integration and billing is proprietary to Element.

Vehicle Rentals: Element coordinates, tracks and reports all vehicle rentals but does not own the rental company.

4.2. Customer Service

| | |
|--------|--|
| 4.2.1. | Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors. |
|--------|--|

We understand that when you need customer care, you need a representative that is knowledgeable, timely, and caring for your situation. Our Customer Care Center is made up of three teams to address all your driver needs: Managed

Maintenance; Collision Management; and Customer Contact. Each call center can provide service in either English, French, or Spanish. We also have capabilities to assist with all other languages using our AT&T Language Line service.

Managed Maintenance: When drivers call in for maintenance concerns, they talk to experienced professionals who help diagnose vehicle issues before the vehicle enters the shop. ASE-certified specialists are available to support your drivers 24/7. We provide emergency roadside assistance, assess maintenance problems, direct your drivers to Element network shops, and follow up with repair facilities.

Collision Management: We recognize the importance of immediate response to Equalis Group Members’ drivers to assure safety and assistance in emergencies. Element maintains a 24/7 call center for collision reporting. Representatives will arrange for a rental vehicle and towing if needed and will direct the driver to the nearest in-network repair facility.

Customer Care: A toll-free number is provided to your drivers for questions concerning vehicle titles, tags, registrations, delivery status, parking violations, lost or stolen service cards, driver-paid option prices and billing, employee resale programs, and policy-related questions. The Customer Contact team is available to assist your drivers Monday through Friday, 8a.m. to 8p.m. ET in the U.S. and from 8 a.m. to 7p.m. ET in Canada. Calls from 7-8pm ET in Canada will flow through to the US team depending on the call type.

4.2.2. **Complaint Resolution.** Describe your customer complaint resolution process. Describe how unresolved complaints are handled.

We strive to resolve issues quickly and effectively. As such, we manage client activities related to issue resolution through a workflow tool in Salesforce.com - a process that allows us to monitor client requests against target completion dates, highlighting status events and detailed reporting. Client feedback is tracked and automatically communicated to department managers for review and resolution. Concurrently, we work to identify any process gaps and areas for improvement through our Six Sigma tools and controls, monitoring and reviewing results on a regular basis and implementing corrective action immediately if results are lower than our performance targets. To increase prevention and remain proactive, we use data compiled from complaint-trend information to prioritize resources and focus.

4.2.3. **Vehicle Returns.** Describe your vehicle return policy and procedures.

One of the most important components of a best-in-class fleet program is determining the right time to sell a vehicle and the rigor surrounding new model year planning with the manufacturers. Element’s strategic consultants will prepare an analysis with side-by-side vehicle comparisons to assist with your fleet selection and replacement planning.

When it's time to sell, we have multiple venue options, but generally we recommend our auctions to get the best price. We physically represent over 90% of all vehicles that go through auction lanes in the U.S. , and our remarketing managers monitor all aspects of the process. This critical strategy keeps us close to the used-vehicle market and maximizes proceeds across all channels. The Element brand and reputation for quality and expertise have generated a premium from dealers. Element’s long-standing practice of personal representation at auctions enables us to establish “brand identity” for Element vehicles, delivering greater returns to our clients. Our remarketing professionals move through the entire process, including transporting vehicles to auction, prepping vehicles for resale, presenting to the greatest number of buyers, and managing all aspects of the negotiation and sale.

Upon receipt of one of our vehicles, the auction completes a condition report that contains both the outlet's estimate of the repairs required to bring the vehicle up to retail-ready condition and electronic photographs. Prior to sale, our remarketing managers will physically assess the vehicles and determine any reconditioning work required. We use a strict rule that each dollar spent on reconditioning should return three dollars at sale time.

Prior to sale at auction, a floor price is set. The price is based upon an estimated fair market value determined by Element’s remarketing team and influenced by vehicle type, mileage, condition, and location of the vehicle by region. Different guides are used depending on location:

- In the U.S., the Manheim Market Report (MMR), Black Book Commercial Value Guide, and NADA are the most common indexes used.

The best indicator of the market, however, is the proven sales performance of similar vehicles sold in preceding weeks. On average, each manager sells over 7,000 vehicles per year, leveraging each other’s expertise in setting floor prices. Final sale prices, however, are determined by competitive bidding in the auction lanes. This competitive bidding process allows our remarketing team to take advantage of rapidly changing prices in the used vehicle market and drive higher prices through marketing strategies that leverage our volume and brand recognition.

Element employs a team of fulltime remarketing specialists and field-based remarketing managers who average over 25 years of experience in used-vehicle sales and marketing. Our team approaches the sale of vehicles in an event-type manner to drive competitive bidding and maximize returns. National promotional campaigns begin weeks prior to the auction, and telemarketing campaigns to past vehicle buyers promote attendance and provide additional bids and returns on sale day. On-site promotional materials and contests work to increase lane attendance on sale day. Our remarketing managers also carefully select prime lanes, run times, and auctioneers to conduct our sales.

Disbursement of Proceeds

Once a vehicle is sold, the net proceeds are applied (less sales fees, reconditioning, and any transportation costs) to the outstanding balance of the vehicle. If the proceeds exceed the balance owed, Element issues a credit. If the proceeds are less than the balance owed, we will charge back the difference.

4.3. Order & Invoice Processing; Payment

4.3.1. **Interest Rates.** Describe how a member’s interest rate is calculated.

Interest rates are determined on the vehicle’s delivery (in service) date.

4.3.1.1. **Management Fee.** Does organization charge a management fee? If yes, provide more details. Yes No

Element’s Lease Management fee covers items such as:

- Administration for billing/remittance of jurisdictional taxes associated with the lease
- Monthly Billing
- Administrative Support
- Inventory ManagementFiFix
- Access to Xcelerate for client’s authorized users
- Xcelerate for Drivers Mobile Application
- Access to reporting capabilities in Xcelerate (on demand or scheduled push reporting)
- Strategic Consulting Services

4.3.2. **Billing or Invoice Process.** Describe your company’s billing or invoicing process.

Our billing system was designed to support different alphanumeric breakdowns, hierarchies, and billing structures. We can provide clients with 12 levels of coding and up to 42 total characters including alpha, numeric, and other special characters. We can support API, EDI, FTP, email, and invoicing to separate divisions or cost centers. In order to have transparent billing, we currently have over 700 different charge codes, which allows Equalis Group Members to clearly identify their billing charges.

EDI or FTP could involve a one-time set up fee depending on the complexity of the request.

For our clients' convenience, Element generally process invoices monthly. The cutoff for our billing processing is generally the third weekend of each month (after the 16th), depending on timing of the weekend, at which time we process the invoice for the upcoming month. Element attempts to invoice for two 4-week billing cycles and one 5-week billing cycle per quarter.

Invoices for company-owned purchases are processed daily.

Service fees and lease payments are billed in advance. Other charges (e.g., fuel, maintenance, tolls or sales charges) are billed in arrears.

| | |
|--------|---|
| 4.3.3. | Member Options. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact. |
|--------|---|

Element will be the single point of content.

| | |
|--------|--|
| 4.3.4. | Lease Process. Describe your company's leasing process. |
|--------|--|

We collaborate with you to articulate your needs and goals during each planning/acquisition period to help you determine the best vehicle selections. For example, if your goal is to reduce emissions, we can compare like vehicles to determine which ones get the best fuel economy. We customize the information for you by including specific pricing, highway/city driving usage, amortization terms, tax rates, and other variables.

Our Life Cycle Cost Analysis (LCCA) model leverages an extensive database that includes all of the major characteristics for common fleet vehicles and several executive and specialty-use vehicles. This model has over 2,000 vehicles from which to choose and includes all financial and operating expense information specific to your fleet parameters. The LCCA model includes NHTSA safety ratings, interior and exterior dimensions, carbon gas emissions, and high-resolution pictures. In addition, the database allows clients to compare "like vehicles" side-by-side and to analyze cost variables and savings for vehicle selection and replacement planning.

In addition, the strategic consulting team continually analyzes the optimum time to replace your vehicles by examining lifetime costs and identifying the point of lowest cost of ownership. Once recommendations are established and accepted, Element supports your needs operationally by:

- Generating a report to identify vehicles meeting replacement criteria (e.g., either over mileage or months in service);
- Reinforcing messages and posting an unlimited number of personalized forms on your customized website;
- Sending customized emails to your drivers with instructions for vehicle ordering;
- Managing the replacement and resale of vehicles;
- Implementing a multi-faceted resale process including driver sales, employee sales, and auction channel sales to maximize the resale value of your vehicles;

- Providing highly detailed reports on our resale performance including proceeds, book value, preparation costs, and fees, which can be accessed through email or viewed online.

Our strategic consultants also provide you with lease term recommendations to maximize your company cash flow. Using up-to-date remarketing data from our extensive resale database, as well as industry-specific usage presumptions, we offer you strategic recommendations regarding optimal on-road life and amortization terms for each vehicle type in your fleet. We also provide detailed, lifecycle cost comparisons for vehicle types in order to ensure you are operating the right vehicle at the right price.

For example, we created customized replacement parameters for a client’s segment of gas & oil fleet vehicles based on the knowledge that these units require significant idling. We worked with the OEMs to understand engine usage while idling and used this information to modify their recommended replacement mileage limits accordingly.

Our strategic consultants will also help to establish replacement guidelines to maintain the youngest fleet at the lowest cost. These guidelines will provide the most fuel efficient, technologically advanced, and safest vehicles for Equalis Group Members’ drivers.

We use replacement-modeling tools created by Strategic Consulting and proprietary information obtained from both our maintenance data and predicted resale systems to provide complete analyses that include:

- Cap cost of the vehicle;
- Resale pricing forecasts for the succeeding years;
- Lease pricing (e.g., interest rate);
- Amortization term of the lease schedule;
- Miles per month traveled by vehicle class (e.g., cargo van);
- Maintenance data by vehicle class;
- Downtime cost estimates as indicated by Equalis Group Members.

We offer a variety of graphical outputs to predict and depict the range where total fixed (e.g., lease), variable (e.g., maintenance), and downtime expense amortize to the lower range before increasing.

4.3.5. **Payment.** What are your standard payment terms? What methods of payment do your company accept?

████████████████████
 All rent and other charges are due and payable within 10 days of the date of invoice.

Payments must be made in U.S. dollars by direct debit, ACH/Wire from Equalis Group Members’ bank account to an account specified by Element, Equalis Group Members check submitted to the payment address specified on the invoice, or other means expressly permitted by Element.

4.4. Members Contracting for Services

4.4.1. **Customer Set Up.** Once an Equalis Group Member decides to accept your company’s proposal for services as described in this RFP, what is the process for the Member to become a customer?

Element has extensive experience with successfully implementing unique programs for a diverse range of clients. This is reflected through a 98.7% client satisfaction rating for our implementation methodology in 2020. We realize that there are going to be intricacies to every implementation; therefore, we allocate a strategic project manager to work with Equalis Group Members throughout the implementation process. Our approach applies project management methodology and customized consulting to address all aspects of fleet management. We simplify this process by

managing all project details, managing resource time efficiently for Equalis Group Members, and streamlining the transition for your fleet team and drivers. This service is offered at no additional cost.

To ensure extraordinary results, we leverage a dedicated implementation team whose sole mission is to own the setup process from start to finish. This team will exceed client service expectations by delivering a smooth transition for both Equalis Group Members and its fleet drivers. We work to understand each of your processes so we can develop the most effective ways to manage the transition and provide ongoing support for your fleet. The transition process is continually updated based on knowledge gained with each new client; we are constantly learning and sharing best practices.

Our implementation project manager, in tandem with a team of product experts, will ensure a successful integration of Equalis Group Members into Element and facilitate all tasks, data collection, and transition activities. The implementation manager leverages strong project management skills to help us exceed your expectations and acts as a liaison between you, Fleet Partnership Solutions, Client Service, Operations teams, and third-party vendors.

The Implementation team uses a repeatable and reliable Implementation Process Toolkit that may include:

- Detailed project plan;
- Communications plan (internal and external);
- Mutually determined transition date;
- Task lists;
- Status updates;
- Success measures and satisfaction surveys.

The team approach to implementation also involves daily/weekly status calls, which enable us to monitor progress and immediately address any concerns. We believe that teamwork, defined tasks and tools, established timelines, and accountability drive success in each of our implementations.

| | | |
|--------|--|---|
| 4.4.2. | Customer Agreements. Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and describe your process and timeline for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|--------|--|---|

Please refer to Technical Proposal – Element- Section 4.4.2 TRADE SECRET INFORMATION Master Services Agreement and Service Addenda – Sample and Technical Proposal – Element- Section 4.4.2 TRADE SECRET INFORMATION Vehicle Fleet Open End Lease Agreement - Sample

4.5. Sustainability, Reclamation, and Recycling Initiatives

| | |
|--------|--|
| 4.5.1. | Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability. |
|--------|--|

In 2020, Element developed a formal Environmental, Social, Governance (ESG) Strategy, that is aligned to our Balanced Scorecard, the management tool that Element uses to focus our team on achieving our strategic priorities. Our ESG Strategy is based on four key pillars: Sustainability, Diversity & Inclusion, Satisfaction & Safety, and Governance. Element has developed clear ESG objectives and metrics on which to measure our success. Our inaugural ESG Report can be found here: www.elementfleet.com/investors.

Element also has an Environmental Policy and Program. The objective of this policy is to focus on client-driven needs for eco-friendly efficient motor vehicle fleet operations and service management, while responding and providing the best possible products and services to meet their needs and aligning Element’s operational footprint on the best possible environmental outcomes and sustainable processes.

As part of the Program, Element has committed to:

(A) Educate:

- (i) Provide education materials to colleagues on recycling;
- (ii) Provide resource education to employees and business partners on water-saving efforts and best water efficiency for our operating facilities; and
- (iii) Provide customers with data on eco-available features on OEM products and new technologies designed for efficient fuel operation and lower emissions impact.

(B) Assess:

- (i) Measure our motor vehicle GHG emissions;
- (ii) Review measurements on our solid waste captured and assess for completeness and potential improvement opportunities; and
- (iii) Assess planned capital expenditures more than \$5,000,000 for environmental impacts to wildlife, aquatic life, estuaries, additional GHG emissions, and soil impact.

(C) Comply

- (i) Maintain compliance with all environmental regulations, permits and licenses;
- (ii) Support municipal recycling measures in infancy across the major metropolitan markets where Element conducts business;
- (iii) Use water only to the extent required and reduce our impact on other water users in the countries and communities where we work; and
- (iv) Review all requirements for environmental impact studies or assessments for construction projects including renovation projects that meet or exceed projected capital expenditures of more than \$5,000,000.

Element also works with clients by using telematics to optimize routes to decrease miles driven and consequently, emissions.

Section 5. Go-To-Market Strategy

5.1. Bidder Organizational Structure & Staffing of Relationship

| | |
|--------|---|
| 5.1.1. | Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; Executive Contact, Contract Manager, Account Manager/Sales Lead, Reporting Contact, and Marketing Contact. Indicate who the primary contact will be if it is not the Account Manager. |
|--------|---|

Please refer to <https://www.elementfleet.com/about-us/leadership-team> to review information regarding our leadership team.

| | |
|--------|--|
| 5.1.2. | Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc. |
|--------|--|

So that we may best serve all our clients, Element has office locations throughout North America. Our Canadian fleet headquarters are located in Toronto, Ontario. Additionally, due to increased scale, Element maintains significant U.S. operations in Sparks, MD, and Hopkins, MN. We also have offices in Houston, TX; Dallas, TX; Chicago, IL; Trevoese, PA; Mississauga, ON; Toronto, ON; Mexico City, MX; and Monterrey, MX. We also have offices in Australia and New Zealand.

Element's Business Development Directors, with sales and account management responsibility, are located throughout North America.

Our Global Alliance, Element-Arval Global Alliance, allows us to offer fleet management services in more than 50 countries around the world.

Element's main location addresses and phone numbers can be found at: <https://www.elementfleet.com/about-us/locations>

5.2. Contract Implementation Strategy & Expectations

| | |
|--------|---|
| 5.2.1. | Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed. |
|--------|---|

As many of our conversations end with the question "how do I buy your services", Element will incorporate our new relationship with Equalis Group into our conversations with government entities across the country. We also propose a joint marketing campaign and press release as well as announcement in our quarterly earnings call.

Please refer to Technical Proposal – Element- Section 5.2.1 2021 Truck Insights eBook and Technical Proposal – Element-Section 5.2.1 EVV Mobile Vaccine Solution for examples of marketing campaigns.

| | | |
|--------|--|---|
| 5.2.2. | Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|--------|--|---|

[Click here to enter response.](#)

| | |
|--------|---|
| 5.2.3. | Revenue Objectives. What are your sales revenue objectives in each of the five (5) years if awarded this contract? |
|--------|---|

Element Fleet provides quarterly guidance to its shareholders as required by regulatory agencies. Please see our investor site for further details on stated growth objectives. For our complete details and copies of financial statements are publicly available through our website: <https://www.elementfleet.com/about-us/investor-relations/financial-reports>.

Section 6. Administrative Requirements

6.1. Admin Fee & Reporting

| | | |
|---|--|---|
| 6.1.1. | <p>Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the <u>Attachment D – Model Administration Agreement</u>.</p> <p>NOTE: Equalis Group recognizes that portions of the Bidder’s product and service offering may not align with a percentage of revenue approach when calculating the Administrative Fee. Bidder’s may suggest alternative Administrative Fee structures for each type of product, services, or solutions category being offered which includes, but is not limited to, a per unit fee.</p> | <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Negotiate |
| Click here to provide additional commentary, if necessary. | | |
| 6.1.2. | <p>Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <p>For our clients' convenience, Element generally process invoices monthly. The cutoff for our billing processing is generally the third weekend of each month (after the 16th), depending on timing of the weekend, at which time we process the invoice for the upcoming month. Element attempts to invoice for two 4-week billing cycles and one 5-week billing cycle per quarter.</p> <p>Invoices for company-owned purchases are processed daily.</p> <p>Service fees and lease payments are billed in advance. Other charges (e.g., fuel, maintenance, tolls or sales charges) are billed in arrears.</p> <p>Please refer to Technical Proposal –Element- Section 6.1.2 Element RFP Disclaimer</p> | | |



element

2021 Truck Insights: Strategies to Transform your Fleet





2021 Truck Insights: Strategies to Transform your Fleet

2021 brings a new year and a new set of challenges to the truck industry. Not only has the industry been forever changed by the obstacles of 2020, it also must prepare for what the future holds. It's more important than ever to have access to powerful tools that maximize your fleet performance and put you in the driver's seat. This report will give you a quick look at the top 3 challenges facing the medium/heavy duty truck industry today and provide actionable insights into how you can address them within your own fleet.



Top Three Challenges

- 1. Driver-related challenges..... 3**
 - Your most valuable asset 3
 - Keeping drivers safe 4
 - Right truck for the job 5

- 2. On-time delivery demands 7**
 - Specialized lifecycle planning 7
 - Compliance management..... 8

- 3. Transforming for the future 10**
 - Doing more with less 10
 - Next generation 11

Fleet services with a focus on the driver:

- Vehicle specification consultations to promote driver comfort, safety, and to ensure the right mix of performance, reliability, and fuel economy.
- Life cycle analysis, remarketing services, and flexible financing to help client's exit obsolete and non-desirable units in favor of a best-in-class fleet which aides in driver recruitment and retention.
- Telematics and communication tools to enable drivers to feel safe and more connected to business operations while out in the field.

Driver shortages are an ongoing challenge within the truck industry and the American Trucking Associations (ATA) predicts a driver shortage could reach as high as 175,000 by the year 2024. Skilled drivers are in short supply and many organizations are continuing to feel the pressure. Compounding the issue is the fact that the average age of truck drivers in the U.S. is remains at 50+ and retirement is nearing for the industry's current generation.

Your Most Valuable Asset

It's no secret that retaining drivers is much more cost effective than hiring new ones. In fact, according to National Private Truck Council's 2020 benchmarking survey, it costs approximately \$10,000 to bring on each new driver into your organization. In recent years, the industry has seen a shift in the trucking profession and driver mentality has caused companies to change their retention strategies. With a limited pool of available drivers, companies are paying extra attention to retaining their current workforce. Greater emphasis is being placed on driver fitness, onboard safety features, driver comfort, and more.

A first step in addressing driver-related challenges is looking within. Not only are drivers seeking better pay and improved quality of life, but they can also be adversely impacted by inefficient day-to-day operations. Partnering with a fleet management company that can provide a tailored suite of solutions can set your business apart.

Element Fleet Management works closely with each client to identify personalized opportunities for fleet optimization and support you in building a world class fleet. But we don't stop there. Our powerful tools and technologies give drivers direct access to tackle fleet tasks quickly and efficiently so they can focus on their core job – servicing your customers.

We take a consultative approach to addressing your most pressing fleet challenges and our Strategic Consulting team includes experts with an average of 12 or more years of industry experience.



2020 National Private Truck Council report findings:

- The average driver age reported was **50.9** years of age. This is the second-oldest driver population in the history of the survey.
- Driver turnover statistics continued to increase. This year reaching close to an all-time high of **18.5%**.
- Turnover would appear to have some impact on safety with fleets experiencing turnover lower than the average reporting a DOT recordable crash rate of **0.43** accidents per million miles. This is compared to groups reporting higher turnover who had a crash rate of 0.65 accidents per million miles.

Keeping Drivers Safe

Risk and safety are among the most pressing concerns for fleet operations today. Not only do you need to make sure you have safe drivers on the road, but you also need to remain committed to providing updated technology and training to keep them that way. Advancements in telematics integration and onboard computer data can provide actionable insights for continued safety. Element offers a 360° approach to fleet safety which includes benchmarking based on asset type and industry. And with increased visibility into a wide range of safety metrics, you have the ability to set internal targets, track results, and measure improvements.

Large truck occupants injured in multiple-vehicle crashes increased by 15% in 2019, according to a recent National Highway Traffic Safety Administration report. Targeted truck safety training can help improve overall fleet safety, help drivers modify their behaviors while behind the wheel and also cut your expenses and risk. When accidents do occur, Element provides an integrated collision management solution that reduces costs and gets your vehicles back on the road quickly.

Among the estimated number of people injured in crashes involving large trucks, non-occupants injured increased by **33%** in 2019.



Source: 2019 National Highway Traffic Safety Administration report

Right Truck for the Job

Every truck has a special and specific job in your fleet – and choosing the right one positively impacts both driver satisfaction and asset productivity. Making an informed decision before you invest in new vehicles will help ensure you choose the right vehicle for your fleet to keep your vehicle lifecycle costs at a minimum. Optimal vehicle selection depends on more than cost - decisions need to maximize overall value and should reflect a holistic approach. Facts to consider include driver retention, safety, and productivity in addition to life cycle costs.

As the industry's largest fleet management company, our network of preferred supplier partners is unmatched. Our truck acquisition specialists and technical engineers consult with you to build and deliver assets to your exact specifications. In addition, our flexible truck leasing and financing options allow you to replace aging, unfavorable trucks with efficient, reliable, and driver desirable units in a manner that delivers greater resale value.

Maintenance Management: Personalized solutions to maximize uptime and control costs:

- Quality vendor network with repair data integration to better understand and control what is driving expenses.
- Onsite full-service shop and mobile service solutions to address the unique needs of larger fleets.
- Qualified and continuously trained ASE-certified technicians to make the right repair the first time and reduce trips to the dealer.
- Expert analysis and recommendations for minimizing unscheduled downtime, reducing controllable costs, ensuring regulatory compliance, and maintaining safe vehicles.
- Comprehensive management capabilities including labor, inventory, administrative support, tools, and data analysis.



We offer a **360°** approach to fleet safety which includes benchmarking based on asset type and industry.



Situation

- Client wanted to further reduce their accident rates and **improve safety culture**
- Client needed help with **cost benefit analysis** of new vehicle safety features



Solution

- Client partnered with Element to **identify safety features** that could **reduce accidents**
- **Piloted safety features** on their service vehicles to determine benefits
- Year-long pilot revealed **vehicles with safety features** had **reduced preventable event rates**



Impact

- Annualized preventable event rate **reduced from 5% to 2.5%**
- **\$130K** total savings

2 On-time Delivery Demands

Vehicle downtime is top of mind for companies who want to increase productivity and reduce costs. Downtime can occur due to accidents, repairs, or other mechanical issues. No one knows that better than you - if a vehicle isn't on the road, it isn't generating revenue and both you and your drivers feel the burden. And that does not make you, your drivers, or your customers very happy.

As e-commerce and customer expectations increase, demand for on-time deliveries has also become increasingly important. In order to satisfy industry demands, your vehicles must be properly serviced, well maintained, and well suited for the job at hand.

To remain competitive, it is important for a fleet's maintenance and lifecycle planning to be optimized and fit for purpose. Paying particular attention to these processes will strengthen your fleet operations and allow you to reduce your total cost of ownership which is good for you and it keeps your drivers behind the wheel of newer, safer vehicles.

Specialized Lifecycle Planning

With robust data streams, based on maintenance, repair and other information, coming directly from vehicles, fleet owners know exactly when to dispose of a vehicle. In some cases, that might be a business case for hanging onto a truck for seven years. In another, it could mean moving to the remarketing process after 36 months. But in each case, that solution will be the ideal replacement cycle time based on the best business case for your specific fleet.

As a part of our fleet management solutions, Element's strategic consultants conduct lifecycle cost analysis, asset need evaluations and replacement analysis to put powerful decision-making data in your hands. In return, you can have confidence that you get the assets you need, when you need them and at the lowest possible cost.

Element's flexible financing structure and remarketing performance allow clients to replace vehicles at the right time given changes in utilization, operational expense or reliability.



Truck Remarketing

The NPTC 2020 report states that trade cycles are becoming **shorter than ever before**

Overall trade mileage
610,000 miles

Trade cycle for entire class 8 population
6.3 years

To put these figures in context, 2015 figures stood at...

Overall trade mileage
713,900 miles

Trade cycle for entire class 8 population
8.7 years

A shorter replacement cycle provides technology, fuel economy, operating and customer service advantages to the fleet

Compliance Management

Staying updated with federal, state, and provincial requirements can be complicated and time consuming. One violation can pull your entire fleet out of service and put both you and your drivers at risk. In addition, ongoing changes to driver Hours of Service (HOS) rules have far reaching implications across your business. Do you have the most accurate and up-to-date answers to driver questions? Are you being proactive in communicating important changes throughout your organization?

Element's truck regulatory management program can help you navigate the intricacies of the law across all the legal territories where you operate. Our comprehensive program begins with an initial assessment of your compliance with Federal Motor Carrier Safety Regulations (FMCSR) and Canadian Council of Motor Transport Administrators (CCMTA) and offer actionable recommendations on how you can maximize compliance, improve safety performance, and reduce your exposure to liability. Element's regulatory compliance program can offer services for motor carriers operating in the U.S. and Canada. The program offers a suite of compliance services which ensures your vehicles and drivers are compliant when operating.

Lease vs Own: Flexibility on Financing

- Maximize your cash flow and minimize your costs with a financing strategy that works for you. The industry is changing fast and so are the long-standing financing options available to fleet owners.
- Heavy-duty trucks, trailers, tractors, and material handling equipment are high-cost assets. Element's flexible financing structures and industry leading remarketing solutions enable your fleet to adapt quickly and benefit from market conditions.
- At Element, we combine consulting, operational and financial understanding to provide competitive financing programs that specifically fit the overall fleet operations and financial goals of your company.

Remarketing by Element is a market leader in the industry. Our team sold more than **180,000 assets** in North America in 2020. We typically deliver **105% of market value** for our vehicle remarketing service clients. Our average net returns are **\$300 higher** than industry benchmarks.



Our team sold over **180,000** assets in North America in 2020. Our average net returns are \$300 higher than industry benchmarks.



Situation

- Fleet traditionally kept their service vehicles for **8-10 years**
- Older vehicles were being under utilized due to **time spent in repair shops** & drivers preferring newer vehicles for service calls
- Majority of these vehicles were kept beyond useful life then sold for scrap metal
- **Lost opportunity** to recoup maximum asset value from optimal replacement cycle



Solution

- Element showed vehicles were **not “free” after lease payments ended**
- Lease payment is not the only thing to consider
- By year 10, vehicles were being used less than half as much as new vehicles (less than 1,000 miles/month vs. 2,000 miles/month)
- Analysis showed **cost per mile increased after 4-5 years**, above cost per mile of a new vehicle due to under-utilization & loss of resale proceeds



Impact

- **\$2.2M Savings Annually** vs baseline once fully implemented
- **Higher Utilization**
- **Increased buying power** with OEM's as fleet turns over 5-year backlog of vehicles and increases ordering volume with the **shorter life cycle**

Gaining a long-term competitive advantage amidst today's changing business landscape can feel like a daunting task. In a world of fast-changing fleet management technology, a progressive approach is required.

Connected fleets provide powerful business intelligence that is essential for optimizing your fleet and preparing for what's next. Compiling data requires a comprehensive approach and must consider all aspects of vehicle operation. These sources can include but are not limited to in-house and third-party maintenance records, vehicle telematics, compliance records, fuel expense and activity, financing, and remarketing. All factors must be considered in order to fully understand a fleet's accurate TCO.

Our strategic consultants, together with our real-time advanced fleet analytics technologies, leadership and comprehensive database, are empowering organizations to think and act proactively instead of reactively.

Doing More With Less

Fleet management plays a critical role in the overall success of an organization and your fleet is expected to meet aggressive budget goals and constantly find efficiencies, while safeguarding the company's assets and supply chain. When it comes to independently managed fleets, you may be missing out on the crucial support and insights you need to be successful.

Not only can telematics help improve driver compliance and safety, but it can also help reduce overall expenses related to performance and productivity. Your fleet data has the power to impact key strategic business decisions and influence operations in unique ways. You can't afford to ignore the future of fleet telematics.

Element's approach to telematics isn't just about saving pennies – it's about gaining visibility into critical data and recommending strategic actions. Routing capabilities optimize each vehicle's daily distance, reducing fuel expenses, preventive maintenance events, and unscheduled maintenance due to excess wear and tear. Telematics can also ensure your drivers and truck vehicles remain compliant with current regulations in diverse locations and regions. For example, a centralized view of information related to Hours of Service and violations can streamline your work environment. Our consultants can also work with you to enable alerts when drivers are nearing or in violation and offer detailed driver instructions for successful future inspections.

Next Generation

It's no secret that the new administration and consumer demands for corporate responsibility are changing the way fleets run. In addition, OEMs are making daily headlines for their commitment to advancements in electric vehicle production and adoption of alternative fuel choices. An organized, strategic approach is key to a successful electrification of your fleet – whether partial or full. There are many aspects to consider outside of simply procuring the right electric vehicle for the job at hand. It's important to make the right decision for your business, your drivers, and your bottom line.

Element is committed to supporting client fleet electrification. Our deep fleet expertise allows us to assist clients in taking the first step towards conversion and mapping out a thorough and detailed strategy on how to get there. By first understanding the unique environmental goals for each of our clients, we can work toward providing strategic guidance and stewardship in a crowded and newfound ecosystem.

Our end-to-end approach starts with our expert truck telematics consultants, who partner with you to identify meaningful improvement metrics before recommending an optimal product solution.



The Element Advantage

At Element, we have the most comprehensive consultancy team in the industry, powering your analytics and decision making. Our clients enjoy a dedicated team of analysts who are strategic consultants working for your fleet, identifying opportunities for continuous improvement.



Approximately **1 million vehicles** across North America giving us unparalleled benchmarking capabilities and best practice sharing in the industry



Actionable insights crowd-sourced from **over 50+ data experts and strategic consultants**



\$1.5 Billion identified in cost savings for clients in 2020

For more information about Element Fleet Management and our best practices for managing truck fleets, contact us today!

www.elementfleet.com
800-665-9744

Safe and Efficient Mobile Vaccine Delivery

Vaccine supply has been rapidly increasing in the United States, yet distribution challenges remain —how can we safely and quickly deliver vaccines in communities, schools and public sites?

The zero-emission Electric Vaccine Vehicle (EVV) enables targeted reach while reducing demand at aggregation centers, supporting mobile vaccination clinics at the local, regional, state and national levels.



Electric Vaccine Vehicle Benefits & Use Cases

The EVV is designed and built to meet the needs of on-demand and mobile clinics for COVID-19 virus testing and vaccine administration, and can be easily adapted for future needs — disaster relief, annual flu shot distribution, medical testing and more. Zero emissions and exhaust means the EVV will support regional climate goals while also mitigating additional COVID-19 risk, as poor air quality is known to worsen COVID-19 symptoms and outcomes.



Medical-Grade Equipment

Designed to meet Centers for Disease Control & Prevention (CDC) guidelines for vaccine storage, transport and handling^{1,2}



Fully Integrated, Self-Contained

On-board medical-grade storage for all materials and equipment required to administer the approved vaccines



Compact Size

More patient access, even within space-constrained locations



Range and Run Time

50-mile driving range plus 6-8 hours of equipment operation on a single charge or full-day operation when plugged in³ and vehicle can be charged using a standard 110V/20 amp outlet



Zero-Emissions, Zero Exhaust

Medical providers can treat patients from the running vehicle indoors or outdoors without fumes

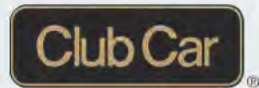
As Featured In

AXIOS

FAST
COMPANY



Partner Companies



Learn more about the EVV at:
www.vaccineEV.com

All features, options, and specifications are subject to change.

¹ The CDC requires a data logger or temperature monitoring device to consistently record live temperature readings from the inside of a refrigerator or freezer when storing all types of vaccines. Constant monitoring of vaccines at recommended temperatures is essential for maintaining the efficacy of a vaccine. Failing to do so can lead to wasted vaccines or ineffective vaccines being administered to patients.

Please follow the CDC requirements for Vaccine Storage & the COVID-19 Vaccination Program found here:

<https://www.cdc.gov/vaccines/hcp/admin/storage-handling.html>

² All units tested and certified to maintain temperatures within refrigerated or frozen ranges required by the CDC.

³ Driving range and equipment operation time depends on EVV configuration and driving conditions.



TRADE SECRET INFORMATION

At Element, we always aim to provide a flawless experience. A critical part of providing superior service is gathering feedback from our clients and prospects. We regularly survey our clients, their drivers, and suppliers on a variety of topics, and we have an active and valued Client Advisory Board. In line with our culture of continuous improvement, and as part of our efforts to always do better and be better, we welcome the opportunity to solicit your feedback on our performance throughout the bid process. Please be on the lookout for a request at the end of the process.

Element RFP Disclaimer

This proposal (including any contemporaneous or subsequent additions and/or online submissions) represents a good faith response by Element Fleet Management* ("Element") to your request for proposal, and Element agrees that this proposal will serve as a basis for negotiations between the parties and appropriate terms incorporated into final agreements. Nothing contained in this proposal should be considered accounting, engineering, legal or tax advice. Element specifically disclaims any express or implied representations or warranties directly or indirectly related to accounting, engineering, legal or tax matters. This proposal is delivered with the understanding that you will seek guidance from your own accounting, engineering, financial and legal advisors and make your own determinations. This proposal and its terms are contingent upon appropriate credit approval and negotiation of a final agreement dealing with the subject matter of this proposal, which is mutually satisfactory to the parties. As part of our credit review and on boarding process, Element will confirm your legal name, address, and other identifying information. Element may also ask to see identifying documents. It is understood that neither your request for proposal nor our response creates any legal obligation, and no rights, liabilities or obligations arise from this proposal or the discussions we have had or may have in the future prior to execution of a final agreement. No oral commitments are valid or binding. Neither your request for proposal nor this proposal will be incorporated by reference in the final agreement. As a general matter, the pricing terms established in this proposal are valid for 90 days, except for the interest component, which is valid for thirty days from the submission date of this proposal. All pricing and rates are based upon payment by preauthorized debit within 15 days from the date of invoice. Notwithstanding the foregoing, and given the current COVID-19 global pandemic, Element reserves the right to modify pricing and interest terms at any time in the event financial markets experience substantive deterioration subsequent to this submission.

*Element Fleet Management is the marketing name for Element Fleet Corporation in the United States and Element Fleet Management Inc. in Canada.

ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS

Purpose of this Attachment C: CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“**Master Agreement**”) with the winning supplier (“**Winning Supplier**”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in **RFP Section 1.3 – Anticipated Procurement Timetable**. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

Instructions: provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in blue ink, please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications to CCOG as described in **RFP Section 4.2 – Format for Organization of the Proposal**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Bidders must provide all the information outlined below.

| | |
|---|--|
| 1. Equalis Group RFP Name: COG-2122 – Fleet Management Services | |
| 2. Bidder Name: Element Fleet Corporation DBA: Element Fleet Management <i>(legal name of the entity responding to RFP)</i> | 3. Bidder Federal Tax ID # or Social Security #: <u>36-2774566</u> |
| 4. Bidder Corporate Address: 940 Ridgebrook Road Street Address 2 Sparks, MD 21152 | 5. Bidder Remittance Address <i>(or "same" if same as Item #5):</i> Remittance info varies by funding source. During the first bill review, we share where the funds should be sent based on the funding source for the client. It will also be present on your invoice. Street Address 2 City, State Zip |

6. Print or type information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:

Bidder Representative: Jason Schaedel

Representative's Title: VP Sales

Address 1: 940 Ridgebrook Road

Address 2: Street Address 2

City, State Zip: Sparks, MD 21152

Phone #: (410) 771-2456 direct (443) 257-6424 mobile

Fax #: Fax #.

E-Mail Address: jschaedel@elementcorp.com

7. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in #7, provide the following information on each such representative and specify their function):

Bidder Representative: Michael W. Hilliard

Representative's Title: Assistant General Counsel

Address 1: 940 Ridgebrook Road

Address 2: Street Address 2

City, State Zip: Sparks, MD 21152

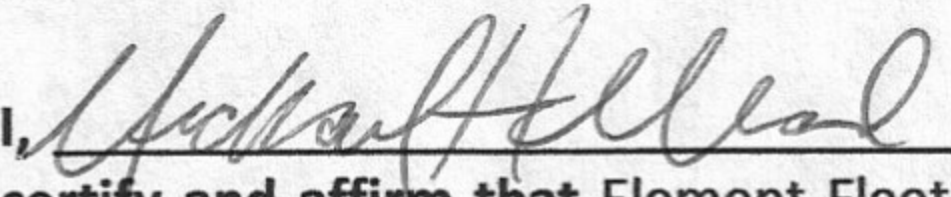
Phone #: (410) 901-7181 direct
 Fax #: Fax #.
 E-Mail Address: mhilliard@elementcorp.com

8. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes No

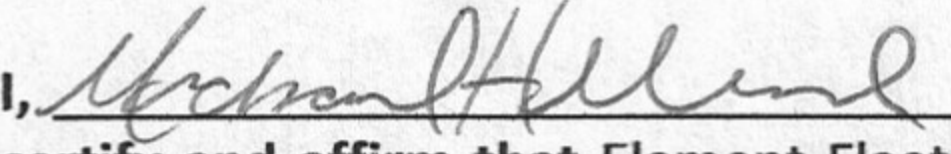
If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

9. Mandatory Supplier Certifications:

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

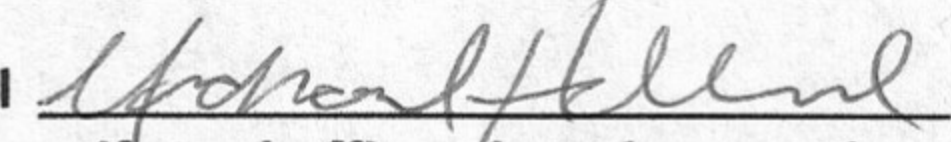
I,  (insert signature of representative shown in Item #7 above), hereby **certify and affirm that** Element Fleet Corporation DBA: Element Fleet Management (insert Bidder name as shown in Item #3 above), **has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.**

AND

I,  (insert signature of representative shown in Item #7 above), hereby **certify and affirm that** Element Fleet Corporation DBA: Element Fleet Management (insert Bidder name as shown in Item #3 above), **is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:**

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I,  (insert signature of representative shown in Item #7 above) hereby **certify and affirm that** Element Fleet Corporation DBA: Element Fleet Management (insert Bidder name as shown in Item #3 above), **is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.**

AND

I *[Signature]* (insert signature of representative shown in Item #7 above) hereby certify and affirm that Element Fleet Corporation DBA: Element Fleet Management (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

10. Supplemental Bidder Contract and Equal Employment Opportunity Information:

A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

| | <u>Nationwide:</u> | <u>Ohio Offices:</u> |
|--------------------------------|--------------------|----------------------|
| Total Number of Employees: | <u>1475</u> | <u>5*</u> |
| % of those who are Women: | <u>53%</u> | _____ |
| % of those who are Minorities: | <u>16%</u> | _____ |

*Pool size is below our minimum threshold to provide demographic breakouts based on self-identification confidentiality of our employees. These employees are remote workers.

B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- NO -or-
- YES, but for less than 50% of the work -or-
- YES, for 50% or more of the work

C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

| | |
|-----------------------|-------------------------|
| Subcontractor Name: | <u>Name</u> |
| Street Address 1: | <u>Street Address 1</u> |
| Street Address 2: | <u>Street Address 2</u> |
| City, State Zip: | <u>City, State Zip</u> |
| Work to be Performed: | Description of Work |

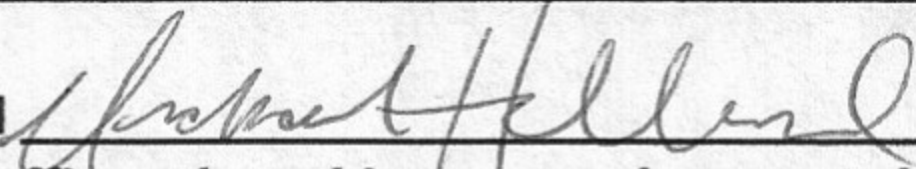
Estimated percentage of total proposal to be performed by subcontractors: _____ %
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide).
 Define the part of the work that will be performed by each subcontractor.

Subcontractor's employee information (attach additional pages if needed):

| | <u>Nationwide:</u> | <u>Ohio Offices:</u> |
|--------------------------------|--------------------|----------------------|
| Total Number of Employees: | _____ | _____ |
| % of those who are Women: | _____ | _____ |
| % of those who are Minorities: | _____ | _____ |

11. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, Bidder will not (or) Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

12. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract, Bidder will not (or) Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

13. I , (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of Element Fleet Corporation DBA: Element Fleet Management (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.) Element Fleet Corporation DBA: Element Fleet Management (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

14. Additional Documents:

CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

14.1. Lobbying Certification

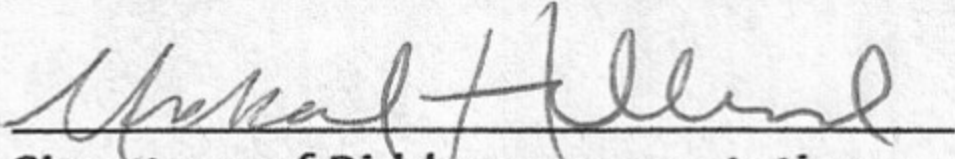
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid 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.

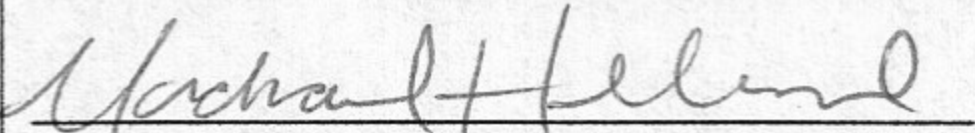
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Bidder representative

14.2. Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.


Signature of Bidder representative

14.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

14.3.1. Supplier Partner Violation or Breach of Contract Terms

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

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? MWH

(Initials of Authorized Representative)

14.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? MWH

(Initials of Authorized Representative)

14.3.3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? MWH

(Initials of Authorized Representative)

14.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 Supplier Partner 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.

Does Supplier Partner agree? MWH
(Initials of Authorized Representative)

14.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Supplier Partner agree? MWH
(Initials of Authorized Representative)

14.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's 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 or 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.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? MWH
(Initials of Authorized Representative)

14.3.7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water

Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? MWH
(Initials of Authorized Representative)

14.3.8. Debarment and Suspension

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 1966 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? MWH
(Initials of Authorized Representative)

14.3.9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? MWH
(Initials of Authorized Representative)

14.3.10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding

fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Supplier Partner agree? MWH

(Initials of Authorized Representative)

14.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? MWH

(Initials of Authorized Representative)

14.3.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Supplier Partner agree? MWH

(Initials of Authorized Representative)

14.3.13. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? MWH

(Initials of Authorized Representative)

14.3.14. Applicability to Subcontractors

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

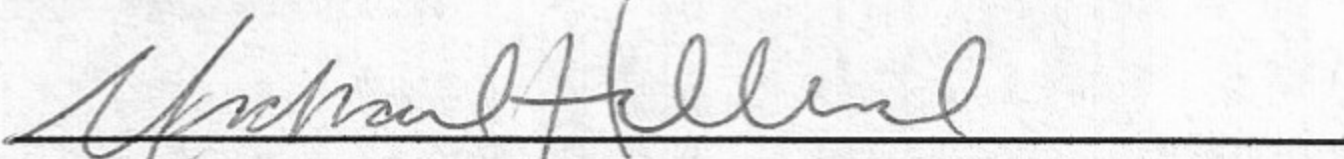
Does Supplier Partner agree? MWH

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Element Fleet Corporation

Bidder Name



Signature of Authorized Company Official

Michael Hilliard

Printed Name

Assistant General Counsel

Title

6/15/2021

Date

15. Required Documents for Supplier Partners Intending to Do Business in New Jersey

15.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), Bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Bidder Name: Element Fleet Corporation

Street Address: 940 Ridgebrook Road

City, State Zip: Sparks, MD 21152

Complete as appropriate:

I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Click or tap here to enter text., an authorized representative of Click or tap here to enter text., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

| NAME | ADDRESS | % INTEREST |
|----------------------------------|----------------------------------|------------|
| Click or tap here to enter text. | Click or tap here to enter text. | |
| Click or tap here to enter text. | Click or tap here to enter text. | |
| Click or tap here to enter text. | Click or tap here to enter text. | |
| Click or tap here to enter text. | Click or tap here to enter text. | |
| Click or tap here to enter text. | Click or tap here to enter text. | |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature and Title

Enter Date Signed
Date

15.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)

Bidder Name: Element Fleet Corporation

Street Address: 940 Ridgebrook Road

City, State Zip: Sparks, MD 21152

State of New Jersey

County of Baltimore

I, Michael Hilliard of the Sparks in the County of Baltimore, State of Maryland of full age, being duly sworn according to law on my oath depose and say that:

I am the Assistant General Counsel of the firm of Element Fleet Corporation, the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements

contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Element Fleet Corporation

Michael Holland
Authorized Signature

Assistant General Counsel

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

**15.3. Affirmative Action Affidavit
(P.L. 1975, C.127)**

Bidder Name: Element Fleet Corporation

Street Address: 940 Ridgebrook Road

City, State Zip: Sparks, MD 21152

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:

Check One –

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or – Element's plan is not federally approved, but it does have an internal Equal Employment Opportunity policy.

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Bidder Name

Authorized Signature

Title

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Supplier Partner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The Supplier Partner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

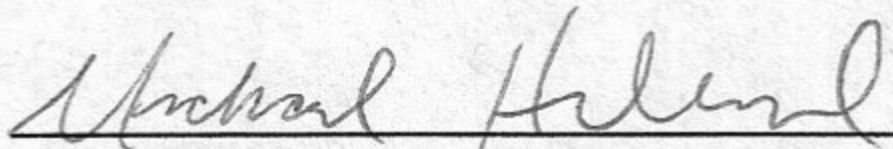
The Supplier Partner or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The Supplier Partner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Supplier Partner or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Supplier Partner or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Supplier Partner and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

15.4. Political Contribution Disclosure Form – NOT APPLICABLE to Element because Element is not required to file Political Contribution Disclosure forms.

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier Partners.** What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner and** on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time, as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used "as-is", subject to edits as described herein.
 - e) The "Supplier Partner Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the Supplier Partner also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Supplier Partner Instructions

Supplier Partners receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee^{*},
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
 - a) of the public entity awarding the contract,
 - b) of that county in which that public entity is located,
 - c) of another public entity within that county,
 - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- 1) individuals with an "interest" ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,
- 4) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner's submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.

Part I – Supplier Partner Information

| | | | |
|--------------|----------------|--------|-------|
| Bidder Name: | Bidder Name | | |
| Address: | Street Address | | |
| City: | City | State: | State |
| | | Zip: | Zip |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[Handwritten Signature]

Authorized Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than three hundred dollars (\$300) per election cycle) over the twelve (12) months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |

| Contributor Name | Recipient Name | Date | \$Amount |
|------------------|----------------|------|----------|
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |
| Contributor Name | Recipient Name | Date | \$Amount |

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

15.5. Stockholder Disclosure Form

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|---|---|
| Name: Stockholder Name Home Address: Home Address | Name: Stockholder Name Home Address: Home Address |
| Name: Stockholder Name Home Address: Home Address | Name: Stockholder Name Home Address: Home Address |
| Name: Stockholder Name Home Address: Home Address | Name: Stockholder Name Home Address: Home Address |
| Subscribed and sworn before me this ____ day of _____, 2 __. (Notary Public) My Commission expires: | _____ (Affiant) _____ (Print name & title of affiant) _____ (Corporate Seal) |

16. Required Documents for Supplier Partners Intending to Do Business in Arizona

16.1. Arizona Supplier Partner Requirements

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Equalis Group member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document. This is not applicable to Element as Element's services are not related to the types of project related costs covered by this statute.

Signature of Authorized Representative

Date