

P.O. Box 400 Austin, TX 78767-0400 800.695.2919 | 512.467.0222 | Fax: 800.211.5454 buyboard.com

July 19, 2018

Welcome to BuyBoard!

#### **Re:** *Notice of The Local Government Purchasing Cooperative Award* **Proposal Name and Number:** Vehicle Fleet Leasing, Proposal Number 572-18

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 10/1/2018 through 9/30/2019, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 572-18 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative. Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Sheet 2. Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. Therefore, all purchase orders must be processed through the BuyBoard in order to comply. Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas Department Director, Cooperative Procurement







July 19, 2018

Welcome to BuyBoard!

#### **Re:** Notice of National Purchasing Cooperative Piggy-Back Award **Proposal Name and Number:** Vehicle Fleet Leasing and Management Services, Proposal Number 572-18

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 10/1/2018 through 9/30/2019, with two possible one-year renewals.

The National Cooperative membership list is available at our website <u>www.buyboard.com/vendor</u>. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within **BuyBoard guidelines.** Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Please forward by fax (1-800-211-5454) any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Department Director, Cooperative Procurement v.6.5





## **PROPOSER'S AGREEMENT AND SIGNATURE**

Proposal Name: Vehicle Fleet Leasing and Maintenance Services

Proposal Due Date/Opening Date and Time: March 29, 2018 at 4:00 PM

#### Location of Proposal Opening:

Texas Association of School Boards, Inc. **BuyBoard Department** 12007 Research Blvd. Austin, TX 78759

Proposal Number: 572-18

Contract Time Period: October 1, 2018 through September 30, 2019 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date: July 2018

#### Vehicle Leasing, LP dba D&M Leasing

Name of Proposing Company

2730 N. Hwy. 360

Street Address

# Grand Prairie, TX 75050

City, State, Zip

# 214-412-1656

Telephone Number of Authorized Company Official

Fax Number of Authorized Company Official

3-16-18

Date

Signature of Authorized Company Official

# Charles E. Cain

Printed Name of Authorized Company Official

## President, Government Fleet Services

Position or Title of Authorized Company Official

# 75-2343650

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

- 1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
- 2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
- 3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
- 4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
- You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
- 6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
- 7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
- 8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



## VENDOR CONTACT INFORMATION

## Company: Vehicle Leasing, LP dba D&M Leasing

Vendor Contact Name and Mailing Address for Notices: Ed Cain/2730 N. Hwy. 360 Grand Prairie, TX 75050

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

<u>Option 1</u>: **Internet**. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose <u>only one (1)</u> of the following options for receipt of purchase orders and provide the requested information:

I will use the <b>INTERNET</b> to receive purchase orders.				
E-mail Address: buyboard@dmautoleasing.com				
Internet Contact: Christi Paine Phone: 214-412-1657				
Alternate E-mail Address: cpaine@dmautoleasin	g.com			
Alternate Internet Contact: Ed Cain	Phone: 214-412-1656			
I will receive purchase orders via <b>FAX.</b> Fax Number:				
Fax Contact:	Phone:			

Purchase orders may be received by any Designated Dealer identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**<u>Request for Quotes ("RFQ"</u>**: Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: buyboard@dmautoleasing.com

Alternate E-mail Address: cpaine@dmautoleasing.com



**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

Service fee invoices and related communications should be provided directly to my company at:

Mailing address: 2730 N. Hwy. 36	0	Department: Government Fleet Services Division			
<sub>City:</sub> Grand Prairie					
Contact Name: Christi Paine		Phone: 214-412-1657			
Fax: E-mail Address					
Alternative E-mail Address: cpaine@					
In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:					
Mailing address: Department:					
City:	_State:	Zip Code:			
Contact Name:		Phone:			
Fax: E-mail Address	:				
Alternative E-mail Address:					

In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.\*\*

\*\* If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.



## FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

#### **FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check ( $\sqrt{}$ ) one of the following:

My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)

My company is not owned or operated by anyone who has been convicted of a felony.

My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s):

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

## Vehicle Leasing, LP dba D&M Leasing

**Company Name** 

Charles E. Cain Digitally signed by Charles E. Cain Date: 2018.03.23 15:08:13 -05'00'

Signature of Authorized Company Official

Charles E. Cain

Printed Name

#### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

#### Vehicle Leasing, LP dba D&M Leasing

Co	ompany Name
Charles E. Cain Digitally signed by Charles E. Cain Date: 2018.03.23 15:09:54 -05'00	Charles E. Cain
Signature of Authorized Company Official	Printed Name

**Cooperative Purchasing** 

12007 Research Boulevard \* Austin, Texas 78759-2439 \* PH: 800-695-2919 \* FAX: 800-211-5454 \* buyboard.com

## **RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check ( $\sqrt{}$ ) one of the following:

- I certify that my company is a Resident Proposer.
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Vehicle Leasing, LP dba D&M Leasing	2730 N. Hwy. 360		
Company Name	Address		
Grand Prairie	ТХ	75050	
City	State	Zip Code	

- Α. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  $\Box$ Yes  $\square$ No
- What is the prescribed amount or percentage? \$\_\_\_\_\_ or \_\_\_\_% Β.

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check ( $\sqrt{}$ ) one of the following:

Yes No

By signature below, I certify that the information in Sections 1 (Resident/Nonresident Certification) and 2 (Vendor Employment Certification) above is true, complete and accurate and that I am authorized by my company to make this certification.

0	Vehicle Leasing, LP dba D	&M Leasing
Alla	Company Name	
Charlest	. (ain	Charles

Charles E. Cain

Signature of Authorized Company Official



## **NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov'T CODE Ch. 2270)

"Boycott Israel" 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. Tex. Gov'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

## Vehicle Leasing, LP dba D&M Leasing

Company Name

Signature of Authorized Company Official

Charles E. Cain

Printed Name

## **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

## Vehicle Leasing, LP dba D&M Leasing

Company Name

Charles E. Cain

Signature of Authorized Company Official



## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

#### Please check ( $\sqrt{}$ ) all that apply:

4

I certify that my company has been certified as a HUB in the following categories:

Minority Owned Business



Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U.S. Department of Veterans Affairs or Department of Defense)

**Certification Number:** 

1752343650300

#### Name of Certifying Agency:

Dallas/Fort Worth Minority Supplier Development Council and the Texas Comptroller of Public Accounts

My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

# Vehicle Leasing, LP dba D&M Leasing Company Name Charles E. Cain Printed Mame

Signature of Authorized Company Official



#### TEXAS COMPTROLLER OF PUBLIC ACCOUNTS GLENN HEGAR

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

#### **Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number: File/Vendor Number: Approval Date: Scheduled Expiration Date: 1752343650300 492586 30-NOV-2017 30-NOV-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that VEHICLE LEASING LP DBA D&M LEASING

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 17-JAN-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



## CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Vehicle Leasing, LP dba D&M Leasing **Company Name** RINL

Signature of Authorized Company Official

Charles E. Cain

Printed Name

Date

3-16-18



## **DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check ( $$ ) one of the following:	Deviations presented by vendor <i>have been</i> <i>accepted</i> by BuyBoard.			
No; Deviations	accepted by Buyboard.			
Yes; Deviations	Connie W Burkett, CTSBS			
List and fully avalain any deviations you are submitting	BuyBoard Contract Administrator			
List and fully explain any deviations you are submitting:				
(page 6 Vehicle Fleet Leasing Req.) An approval letter from each mfg.: As a lessor, D&M can lease any make or model vs a dealers	hip that is only licensed to sell certain manufacturers. A copy of the vendors license from TX and each add1 proposed state:			
D&M is a registered lessor and dealer in TX. Our leases are funded by banks who are licensed in all 50 states which allows D&M to lease vehicle	s in all 50 states. (pg 8 Delivery Response) Within 10 days of PO: Vehicles are custom ordered and avg delivery time is 12-16 weeks.			
PLEASE PROVIDE THE FOLLOWING INFORMATION:				
1. Shipping Via: 🗌 Common Carrier 🔲 Company Truck 🔲 F	repaid and Add to Invoice 🔳 Other:			
Vehicles can either be picked up at the dealership or arrange	ments can be made to deliver the vehicle to the member.			
2. Payment Terms: 🔳 Net 30 days 🗌 1% in 10/Net 30 days	Other:			
3. Number of Days for Delivery:ARO				
4. Vendor Reference/Quote Number:				
	r. If there is an issue with the vehicle at time of delivery, the member is asked to refuse the vehicle.			
If a vehicle has been accepted by a member and titled in the member's name, it becomes a used vehicle. The member may be subject to a loss when the vehicle is sold.				
6. Are electronic payments acceptable? 🔲 Yes 🔳 No 📈				
7. Are credit card payments acceptable? 🗌 Yes 🔳 No				
Vehicle Leasing, LP dba D&M Leasing				
Company Name				
Chatles Caring Cha	rles E. Cain			
Signature of Authorized Company Official Printed	Name			

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## LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Company Name				
Address				
City	State		Zip	
Phone Number		Fax Number	y.	
Contact Person	2			
Company Name				
company Name				
Address				
City	State		Zip	
Phone Number		Fax Number		
Contact Person				



## MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name				
Designated Dealer Address				
City	State		Zip	
Phone Number		Fax Number		
Email address		Designated Dealer Tax	ID Number* <b>(*attach W-9)</b>	
Designated Dealer Contact Person				
Your Company Name		Signature of Authorized	Company Official	



## **TEXAS REGIONAL SERVICE DESIGNATION**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. *If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.* 



- I will service Texas Cooperative members statewide.
- □ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Decien	Heedewerheue
Region	<u>Headquarters</u>
1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

I will not service members of the Texas Cooperative.



If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* 

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

#### Please check ( $\sqrt{}$ ) all that apply:

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

Alabama	
Alaska	🗌 Nebraska
Arizona	Nevada
Arkansas	New Hampshire
California (Public Contract Code 20118 & 20652)	New Jersey
Colorado	New Mexico
Connecticut	New York
Delaware	🗌 North Carolina
District of Columbia	🗌 North Dakota
Florida	🗌 Ohio
Georgia	🗌 Oklahoma
Hawaii	Oregon
Idaho	🗌 Pennsylvania
Illinois	🗌 Rhode Island
Indiana	South Carolina
Iowa	South Dakota
Kansas	Tennessee
Kentucky	Texas
Louisiana	Utah
Maine	Vermont
Maryland	Virginia
Massachusetts	Washington
Michigan	🗌 West Virginia
Minnesota	Wisconsin
Mississippi	🗌 Wyoming
Missouri	
Montana	



This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Vehicle Leasi	ng, LP dba D&M Leasing
	Company Name
Malles C. (am	Charles E. Cain
Signature of Authorized Company Official	Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

#### By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Date

Vehicle Leasing, LP dba D&M Leasing

Name of Vendor

Signature of Authorized Company Official

572-18

Proposal Invitation Number

Charles E. Cain

Printed Name of Authorized Company Official

3-16-18



## FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

- Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$\_\_\_\_\_\_. (The period of the 12 month period is \_\_\_\_\_\_). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- 2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
- 3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. U.S. Communities Purchasing Alliance			
4. National IPA/TCPN			
5. Houston-Galveston Area Council (HGAC)	Y		Leasing/Fleet Management
6. National Joint Powers Alliance (NJPA)			
7. E&I Cooperative			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

#### ☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

#### CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%):

Proposed Discount (%):\_\_\_\_\_

Explanation:



By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

## Vehicle Leasing, LP dba D&M Leasing

Company Name

am

Charles E. Cain

Signature of Authorized Company Official



## **GOVERNMENTAL REFERENCES**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Volume
UT-Austin, Joe Sos	ler, 512-475-9173, joe	e.sosler@austin.ute	xas.edu , same discount as	s proposed for BuyBoar	rd, no quantity or volume

, Tarrant County, Delbert Grigsby, 817-884-1414, dcgrigsby@tarrantcounty.com, pricing is standard and not discounted, no quantity or volume

Jack County Sheriff's Dept., Mike Hardy, 940-567-2161, mhardy@jackcountysheriff.com, pricing is standard and not discounted, no quantity or volume 3.

City of Jacksboro, Hanna Reynolds, 940-567-6321, hreynolds@cityofjacksboro.com, pricing is standard and not discounted, no quantity or volume

5, City of Irving, Brad Hunter, 972-721-2226, bhunter@cityofirving.org, pricing is standard and not discounted, no quantity or volume

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES NO I** If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Vehicle Leasing, LP dba D&M Leasing

Company Name

Signature of Authorized Company Official

Charles E. Cain



## **MARKETING STRATEGY**

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.*)

Attach additional pages if necessary.

D&M will utilize the BuyBoard membership directory to actively begin a marketing campaign designed to raise awareness of the program and the benefits to its members. The campaign would include

passive mailers in conjunction with targeted request for meetings to educate the member on the program and conduct a formal needs assessment. It is D&M philosophy that it is vital to have all top decision

makers involved in a meeting. Therefore, the marketing campaign would be centered around Directors, Commissioners and Procurement to obtain their buy-in from the onset. This allows us maximum exposure.

D&M has proactively met with Texas state officials including the Comptroller's Office. Our goal has been to educate officials on our program so we have the full support of state when members seek their guidance.

As the program takes hold, white papers and testimonials will be developed on BuyBoard members to increase visibility of the program and gain credibility and referrals within the membership. Additionally, D&M

will attend government expos targeted toward BuyBoard members to allow members an opportunity to meet our associates and learn more about the program in a casual setting.

Lastly, D&M clearly understands the value of growing BuyBoard's membership. As D&M works with government entities who are not members of BuyBoard, we will introduce them to the merits of the Coop and encourage them to become members.

## Vehicle Leasing, LP dba D&M Leasing

Company Name

a

Signature of Authorized Company Official

## Charles E. Cain



## **CONFIDENTIAL/PROPRIETARY INFORMATION**

#### A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please	check $()$ one of the following:
	<b>NO</b> , I certify that none of the information included with this Proposal is considered confidential or proprietary.
	<b>YES</b> , I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



#### **B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check ( $$ ) one of the following:				
	NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.			
	YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.			

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information:

(Attach additional sheets if needed.)

#### C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

#### **D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

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.

Vehicle Leasing, LP dba D&M Leasing

Company Name

Signature of Authorized Company Official

Charles E. Cain

Printed Name

3-16-18

Date



## VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

# Name of Proposing Company: Vehicle Leasing, LP

(List the <u>legal</u> name of the company seeking to contract with the Cooperative. Do <u>NOT</u> list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

<u>Please check (<math></math>) one of the following:</u>					
Type of Business:					
Individual/Sole Proprietor Corporation Limited Liability Company Partnership Other	X	If other, identify	Limited Partnership		
State of Incorporation (if applicable):	Nevada				
Federal Employer Identification Number:       75-2343650         (Vendor must include a completed IRS W-9 form with their proposal)					

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: (*Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.*)

#### dba D&M Leasing

Depart	W-9 December 2014) ment of the Treasury I Revenue Service	Request for Taxpayer Identification Number and Certific	ation		Give Form to the requester. Do not send to the IRS.	
ige 2.	Ueni	on your Income tax return). Name is required on this line; do not leave this line blank.	DAN		lasing	
Print or type Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:       4         Individual/sole proprietor or       C Corporation       S Corporation       Partnership       Trust/estate         single-member LLC       Ltmited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)       E         Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.       E         Other (see Instructions) >       0				Exemptions (codes apply only to sertain entities, not individuals; see nstructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) Apples to eccent membined outside the U S J	
F See Specific	5 Address (numbe) 2 7 3 1 6 City, state, and 2 CV (1 V	, street, and apt. or suite no.)	lequester's name a	ind address	(optional)	
Pai	ti Taxpa	ver Identification Number (TIN)			······································	
backu reside entitie TIN o Note,	up withholding, For ent alien, sole prop es, it is your emplo n page 3.	propriate box. The TIN provided must match the name given on line 1 to avoid individuals, this is generally your social security number (SSN). However, for rietor, or disregarded entity, see the Part I instructions on page 3. For other yer identification number (EIN). If you do not have a number, see How to get a n more than one name, see the instructions for line 1 and the chart on page 4 nber to enter.	a or	identificati	an number 4 3 6 5 0	
Par	t II Certifi	cation	ويتكر منهم ومعرو			

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on you have return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, gancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ►	HHANNUN	Date 3 20 2
Ganor	at Instructions		• Form 1098 (home mortgang interest) 1098-E (studen

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov//w9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TiN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption texpayer identification number (ATIN), or employer Identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns lociude, but are not limited to, the following:

- · Form 1099-INT (interest earned or paid)
- . Form 1099-DIV (dividends, including those from stocks or mutual lunds)
- . Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- · Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- · Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)

- It Ioan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- . Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-8 only if you are a U.S. person (Including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
- By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of affectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) Indicating that you are exempt from the FATCA reporting, Is correct. See What is FATCA reporting? on page 2 for further Information.

<u>ଠା</u>ନ

#### ASSUMED NAME CERTIFICATE FOR AN INCORPORATED BUSINESS OR PROFESSION

NOTICE: "CERTIFICATES" ARE VALID ONLY FOR A PERIOD NOT TO EXCEED 10 YEARS FROM THE DATE FILED IN THE COUNTY CLERK'S OFFICE. (Chapter 36, Title 4 Business and Commerce Code)

This certificate properly executed is to be filed immediately with the County Clerk

	(PRINT OR TYPE)	
	AME UNDER WHICH BUSINESS OR PROFESSIONAL ERVICES IS OR WILL BE CONDUCTED:	
Ad	dress: 2730 N. Hwy 360	
Cí	ty: <u>Grand Prairie</u> State: <u>TX</u>	Zip Code: 75050
1.	The name of the incorporated business or profession as stated in its Articles or Incorporation or comparable document is:	Vehicle Leasing, L.P.
	And the charter number or certificate of authority number, if any, is:	E0777132005-2
2.	The state, country, or other jurisdiction under the laws of which it was incorporated is:	Nevada
	And the address of its registered or similar office in that jurisdiction is:	202 S. Minnesota St., Carson City,
З.	The period, not to exceed ten years, during which the assumed name will be used is:	10 years NV 89703
4.	The corporation is a (check one):	
	Business corporation Professional corporation Other type of corporation	ion (specify):
	Non-Profit corporation Professional association X Or other type of incorporation sociation association or legal er	
5.	If the corporation is required to maintain a registered office in Texas, the address of the registered office is:	2000 E. Lamar Blvd., Suite 500 Arlington, TX 76006
	and the name of its registered agent as such address is:	Hilliam L. Dismuke
	The address of the principal office (if not the same as the registered office) is:	2730 N. Hwy 360, Grand Prairie, TX
6.	If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is:	75050
	And if the corporation is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is:	
	and the office address elsewhere is:	
7.	The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "all or "all except"):	<u>A11</u>
8.	If this instrument is executed by the attorney-in-fact, the attorney-in-fact the extra the principal to execute and acknowledge this instrument.	hat he has been duly authorized, in writing, by his
THE	E STATE OF TEXAS	arider, III, President of the
co		r, Hernco GP, L.L.C.
Kno	ORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared <u>Mick</u> what to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrume v signed the same for the purpose and consideration therein expressed.	nae1 A. Hernandez, III and under oath, acknowledged to me that
Gł∨	EN UNDER MY HAND AND SEAL OF OFFICE, on May 25	. 2017
	Youch	elle comer
	(SEAL) Notary Public in and	for Tarrant County
		RCIA, COUNTY CLERK
CC-14	OPC-1329 Rev. 8/04	, Deputy

Form 503		This space res	served for office use.		
(Revised 05/11)					
Return in duplicate to: Secretary of State					
P.O. Box 13697					
Austin, TX 78711-3697	Assumed Name Certificate				
512 463-5555 FAX: 512 463-5709					
Filing Fee: \$25					
			<u></u>		
	Assumed Name				
1. The assumed name under w	hich the business or professional service i	s, or is to be,	, conducted or		
rendered is: D&M Leasing					
	Entity Information				
2. The legal name of the entity	•				
Vehicle Leasing, L.P.	Ŭ		1.		
	tly shown in the records of the secretary of state o	r on its organiz	ational documents.		
3. The entity filing the assume	d name is a: (Select the appropriate entity type belo	w.)			
For-profit Corporation     Dimited Liability Company					
Nonprofit Corporation	Nonprofit Corporation				
Professional Corporation     Imited Liability Partnership					
Professional Association     Cooperative Association					
Other Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.					
	ied to the entity by the secretary of state is				
	jurisdiction of formation of the entity is:				
-	ilar office address of the entity in its jurisd	liction of for	mation is:		
202 South Minnesota Street Street Address	·	·····			
Carson City	NV	USA	89703		
City	State	Country	Zip or Postal Code		
	address in Texas is: (See instructions.)				
2730 N. Hwy 360 Street Address	Grand Prairie City	TX	75050 Zip or Postal Code		
	x		•		
8. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:					
Sireei Address	City	State	Zip or Postal Code		

.

#### **Period of Duration**

• •	<b>ن</b> ت	County or Counties in		
			mm/dd/yyyy	
	9c.	The assumed name will be used until		(not to exceed 10 years).
OR				
wit	h the	e secretary of state (not to exceed 10 yea	rs).	
		The period during which the assumed n		years from the date of filing
OR				
wit	h the	e secretary of state.		ť
$\square$	9a.	The period during which the assumed n	ame will be used is 10 y	ears from the date of filing

10. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

All counties with the exception of the following counties:

Only the following counties:

#### Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: May 25, 2017

General Partner: Hernco /GP. By:

Michael A. Hernandez, III, President

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

#### OFFICE OF JOHN F. WARREN COUNTY CLERK, DALLAS COUNTY, TEXAS

#### ASSUMED NAME CERTIFICATE FOR AN INCORPORATED BUSINESS OR PROFESSION

NOTICE: "CERTIFICATES" ARE VALID NOT TO EXCEED 10 YEARS FROM THE DATE FILED IN THE COUNTY CLERK'S OFFICE CHAPTER 71, SECT 151(a), TITLE 5 BUSINESS AND COMMERCE CODE THIS CERTIFICATE PROPERLY EXECUTED IS TO BE FILED IMMEDIATELY WITH THE COUNTY CLERK

#### NAME UNDER WHICH BUSINESS OR PROFESSIONAL SERVICES IS OR WILL BE CONDUCTED:

D&M Leasing

Darr Ecconig	(Print or Type).	
Address: 2730 N. Hwy 360		
Oranal Drakin	State: TX	Zip Code: 75050
1. The name of the incorporated business or p Vehicle Leasing, L.P.	rofession as stated in its Articles of I	ncorporation or comparable document is:
2. The state, country, or other jurisdiction und	ler the laws of which it was incorport	ated is Nevada
	address of its registered or similar o	
3. The period, not to exceed ten years, during	which this assumed name will be use	ad is: 10 years
4. The corporation is a (circle one) business of or other type of corporation (specify) limited	peration, non-profit corporation, prof	
5. If the corporation is required to maintain a 2000 E. Lamar Blvd., Suite 500, Arlingto	registered office in Texas, the addres	s of the registered office is and
the name of its registered agent at such addres	<sub>is is</sub> William L. Dismuke	The address of
the principal office (if not the same as the regi 2730 N. Hwy 360, Grand Prairie, TX 750	istered office) is:	
6. If the corporation is not required to or does		exas, the office address in Texas is:
under the laws of Texas, the address its place		
address elsewhere is:		
7. The county or counties where business or pr	ofessional services are being or are to	o be conducted or rendered under such
assumed name are (if applicable, use the desig	nation "all" or "all except All	
<ol> <li>If this instrument is executed by the attorne; writing, by his principal to execute and acknow</li> </ol>		states that he had been duly authorized, in Signature Corp. Officer, oppresentative or attorney-in-fact of the corporation
THE STATE OF TEXAS, COUNTY OF DA BEFORE ME, THE UNDERSIGNED AUTHOR Known to me to be the person(s) whose name( to me that (s) he signed the same for the purpo	ORITY, on this day personally appea (s) is/are the subscribed to the forego	ned Michael A. Hernandez, III
GIVEN UNDER MY HAND AND SEAL OF	1	20 2017 RREN, COUNTY CLERK
MICHELLE COMER Notary 1D # 12294625 My Commission Expire November 19, 2019	By Deputy Court	ty Clerk

Notary Public in and for Dallas County

Form No 4243(Rev. 02-10)



## EDGAR VENDOR CERTIFICATION (2 CFR Part 200 and Appendix II)

When a Cooperative member 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 new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard 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 <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

#### 1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard 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 Vendor violation and breach of contract terms.

#### 2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



#### 3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member 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. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

#### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor 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, Vendor 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, Vendor shall pay wages not less than once a week.

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

Vendor 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 contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor 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, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 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.

#### 6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member'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.

Vendor agrees to comply with the above requirements when applicable.



#### 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 \$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, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

#### 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.

Vendor certifies that Vendor 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. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor 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.

#### 9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

#### **10.** Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor 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 Cooperative member 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 \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### 11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.


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### 12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable record retention requirements.

Vendor Certification Item No.	<u>Vendor Certification</u> : YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	CEC
2. Termination for Cause or Convenience	No	CEC CEC
3. Equal Employment Opportunity	Yes	CEC
4. Davis-Bacon Act	Yes	CEC
5. Contract Work Hours and Safety Standards Act	Yes	CEC
6. Right to Inventions Made Under a Contract or Agreement	Yes	CEC
7. Clean Air Act and Federal Water Pollution Control Act	Yes	CEC
8. Debarment and Suspension	Yes	CEC
9. Byrd Anti-Lobbying Amendment	Yes	CEC
10. Procurement of Recovered Materials	Yes	CEC
11. Profit as a Separate Element of Price	Yes	CEC
12. General Compliance and Cooperation with Cooperative Members	Yes	CEC

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.

Vehicle Leasing, LP dba D&M Leasing

Company Name am

Signature of Authorized Company Official

Charles E. Cain

Printed Name



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## **PROPOSAL INVITATION QUESTIONNAIRE**

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

D&M has been in business for 40 years and is not for sale or pending any transaction that would significantly alter the business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

D&M has five individuals that will be assigned to the BuyBoard account from a sales and marketing standpoint. However, if volume should out-pace

their ability to effectively manage the members' needs, additional personnel will be allocated. D&M has 175 sales and marketing personnel and 100

## operational and administrative personnel that support our customers.

3. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

D&M has been in business for 40+ years and has over 40,000 customers. Our portfolio has in excess of \$1 billion in leased vehicles.

Annual sales are \$390,000,000 and the company is very strong financially. The company maintains insurance coverages that meet or exceed state requirements.

Our business does not require bonding. Neither the firm nor any shareholder or officer has been a debtor party to a bankruptcy, receivership or insolvency.



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 Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

N/A

6. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

## Charles E. Cain

Digitally signed by Charles E. Cain Date: 2018.03.23 17:13:24 -05'00'

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

## Vehicle Leasing, LP dba D&M Leasing

Company Name am

Signature of Authorized Company Official



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\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.

## DIT Board

### Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

NOTE 1: All vehicle fees to be charged for any lease from this contract (*i.e. pre delivery inspection, make ready, delivery fees, applicable state inspection fee, manufacturer destination fees, etc.*) are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: Vendors must provide a copy of their valid license/certificate from Texas Department of Motor Vehicles which authorizes Vendors to lease vehicles from within the State of Texas or, if vendor proposes to lease from states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Sectio	ection I: Lease Rate for Fleet Vehicles (6-12 Months)						
Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed		
1	6-12 Month Lease of	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of Compact Sedan Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	<u>0</u> %	All denotes manufactures (Romanal Maters, FCA, FCA), etc.) any analyses an orbatic Factory (colors well be proceed to Deater Innoce munici () applicable proceed to Deater Innoce munici () applicable proceed to Deater Innoce Material () 35. munici () applicable proceed to Deater Innoce () applicable thermological Deater Innoce () applicable thermological Deater Innoce () applicable thermological Deater Innoce () applicable proceed to Deater Innoce () applicable () applicable () applicable () applicable () applicable () applicable () applicab	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.		
2	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of Mid Size Sedan Fleet Vehicles	Vehicles (complete with all manufacturer's standard	0%	41 disensité manufactures (Dismard Malon, PCA, Drofs, dt.) any manufactures (Dismard Malon, PCA, proced Dater Inscens munici / applicable Dater Inscense (Dater Dater Dater Dater Dater Dater Dater Dater Dater Dater Dater Dater Dater Dater St, munici / applicable government incentions. Date Dater Dater Dater Dater Dater Dater Dater prim will be based of a puir Financy (DMAP Date IO prim will be based of a puir Financy (DMAP Date IO puirs), municipal date of a puirs of advacture of a puirs will be based of a puir Financy (DMAP Date IO puirs), municipal date of a puirs of advacture of a puirs will be based of a puir Financy (DMAP Date IO puirs), puirs and puirs of advacture of a puirs (DMAP Date Dater Dates) and (2015), munici / applicable government incentione. Vehicles willing cost, puir (J M, munici / applicable	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.		
3	6-12 Month Lease of	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of Full Size Sedan Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	4.8 discussion menufacturares (Reinerge Mattern, PEA, Cords, etc.), any analysis on model. Factory Others and the proceed of Datein Honces mixed (-) applicable to the second second second second second second second second second second second second second 20%, mixed (-) applicable procession setting (rest, plane) (-) 3%, mixed (-) applicable procession second second second second second second second second second second	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

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## Board'

## Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
4	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of Compact SUV Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the 6-12 Month Lease of Compact SUV Fleet Vehicles (complete with all manufacturer's standard equipment for base model). Catalog/Pricelist MUST be included or proposal will not be considered.	<u>0 </u> %	Al distances multicatives (Renew Moles, FCA, Tor), etc.) any main error molt, Factor (code was be proof al Dealer Innece munit () applicable provide and Dealer Innece munit () applicable provide and the second second second second provide and the second	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
5	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of Mid Size SUV Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of Mid Size SUV Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All diseased neurodariams (Denaral Monn, PCA, Tor), etc.) any analysis on model, Factory Gott well be proced a Dealer Innece munici () applicate to the second second second second second second bott well and acceleration of the second second second bott well and acceleration of the second second second prime with an acceleration of the second second second prime with an acceleration of the second s	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
6	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of Full Size SUV Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of Full Size SUV Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	<u>0</u> %	All diversity municipations (Renard Manne, PCA, Tors), etc.) any answ or model. Factory Other set bas proof at Dearer Innoce municipation (Lapotable government concerns). Visibiliti seased from Dataser provide the Concernsition (Lapotable States), and the Concernsition (Lapotable States), and the Concernsition addre take to leases 3 years and index. Leases over 3 addre take to leases 3 years and index. Leases over 3 member, Lau-exampt statau of member, and current takes. Monthly Mangements for all 2018 member, Lau-exampt statau of member, and current takes. Monthly Mangements for all 2018 member, Lau-exampt statau of member, and current takes. Monthly Mangements for all 2018 member, lau-exampt statau of member, and current takes. Monthly Mangements for all 2018 member, lau-exampt statau of member and current takes. Monthly Mangements for all 2018 members at lease termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of Mini Van Passenger Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of Mini Van Passenger</b> <b>Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist</i> <i>MUST be Included or proposal will not be considered</i> .	0%	All diversity menufactures (Discuss) Mone, FGA. Tody kci ) any skale an model / Fabricy Odds va B lae proced all Davier Invoice moust () applicative process of Davier Invoice on soling cost, plac () process of the all Davier Invoice on soling cost, plac () mentors, business of the all Davier Invoice on soling cost, plac () and dor top for leases 3 years and under, Leases ever and we for basis 3 years many 2004 (MoN plac () memotic, tae-sempt status of nember, and current tase. Monty Management Flar of 2004 of the Sampton memotic, tae-sempt status of nember, and current tase. Monty Management Flar of 2004 of the memotic, tae-sempt status of nember, and current tase. Monty Management Flar of 2004 of the memotic at lease termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
8	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of Full Size Van Passenger Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of Full Size Van Passenger</b> Fleet Vehicles (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist</i> <i>MUST be included or proposal will not be considered</i> .	<u>0</u> %	All diseased memodarum (Denava Mater, PCA, Droft, etc.) any analysis or modal, Factory Collers and tai proced disease Invoice mouth () application to the second second second second second second to the second second second second second second to the second second second second second second prior with an diseased second second second second prior with an diseased and second second second prior with an diseased and second second second prior with an another second secon	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.

PROPOSAL NOTE 1. Catalogs/Pricelists are required to be submitted with Proposal

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## BryBoard

# Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services (Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of 1/2 Ton Cargo Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of 1/2 Ton Cargo Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	<u> </u>	All denotes manufactures (Ganeral Mons, FCA, Toris, etc.) any maximum care model. Factory Contre wal be proved at Dearer Innoce munici () applicable proved and Dearer Innoce munici () applicable proved and the Dearer Innoce () applicable proved and the Dearer Innoce () applicable proved and the Dearer Innoce () applicable rundrogen to and a spece Transon () SMC () part () an adder top to asses 3 parts and under () asses over) and dear top to asses 3 parts and under () asses over) and dear. Addre at top top top () and and dearer Innoce () applicable () and address top to the Dearer Innoce () applicable () and and the top top top top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and top () and address top () and top () and address top () and top () and top () and address top ()	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
10	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of 3/4 Ton Cargo Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of 3/4 Ton Cargo Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All downald manufactures (Donnay Motor, PCA. Toris, etc.) any active a model. Factory Other set lise proced. EDeard Interce munici () applicable government incontexts. Vehicles laced from Doarn of the Context of the Context of the Context Nr, mune () especiable potentiation of the Context adder top laced as a part manage TBAP (set loc) an adder top laced as a part manage TBAP (set loc) an adder top laced as a part manage TBAP (set loc) an adder top laced as a part manage TBAP (set loc) an ender. Adder a based upon craft workness of member, lace-samp stallau of motor, and current laces. Morthy Marganeon Fard ( 2018) et al. 2010 charged at laces termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of 1 Ton Cargo Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of 1 Ton Cargo Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	<u>0</u> %	All downatio manufacturas (Dionaus Monn, PGA, Tordy, etc.) any analysis and model. Testing of the sait lase proof at Dearer Invoice mixed () applicable government incontext, Visibiel lasead in the Diaare Diagnostic () applicable government incontext, and the proof of the same 3 years and under Lasers over 3 addro top losses 3 years and under Lasers over 3 addro top losses 3 years and under Lasers over 3 member, Lase-samp status of member, and current lases. Monthy Management Fast 2018/WC and Laser or angel at lease termination. The top and Laser or applicable termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of Compact Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the 6-12 Month Lease of Compact Pickup Regular Cab Fleet Vehicles (complete with all manufacturer's standard equipment for base model). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	All downatio menubactures (Downat Mone, PGA, Torin, dci.) yan akti en modal. F Asilo (Set et al. lie priced downation, Visional assess from plane) generative provides. Visional assess from plane ( bit) and the set of the set. Money Management F and 20th of the set of the	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
13	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of 1/2 Ton Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of 1/2 Ton Pickup Regular</b> <b>Cab Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist</i> <i>MUST be Included or proposal will not be considered.</i>	0%	All domestic manufacturers (Genoral Motors, FCA, Fod, all on y make or model, "Calory One provingent processing of the second second second book with a di Dater Huncio en selling cost, plue (1) model and the all Dater Huncio en selling cost, plue (1) model cost or leases 3 years and under Leases over 3 models cost or leases 3 years and under Leases over 3 models cost or leases 3 years and under Leases over 3 models cost or leases 3 years and under Leases over 3 models calor where the second cost of the endors, the second status of member, and council tails and second at lease termination. Cost of the second status of member, and council tails and tails and tails of the second status of the origination second status of member, and council tails of the second status of the second status of the origination second status of the second status of the origination second status of the second status of the origination of the second status of the second status of the second status of the second status of the second tails of the second status of the second status of the origination of the second status of the second status of the second status to protect all Deater Huncies (1) the second status of	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.

PROPOSAL NOTE 1. Catalogs/Pricelists are required to be submitted with Proposal

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## Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of 3/4 Ton Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the 6-12 Month Lease of 3/4 Ton Pickup Regular Cab Fleet Vehicles (complete with all manufacturer's standard equipment for base model). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Al denotes manufacturer (Ronzel Mone, FCA, Hord, etc.) any maker or model. Factor (dott well be preced to Deare Honce mixel () applicable preceded to Deare Honce mixel () applicable preceded to Deare Honce mixel () applicable () applicable () applicable () applicable () applicable () applicable () applicable () applicable () applicable () application abler () applicable () applicable () and abler () applicable () applicable () applicable () and () applicable () applicable () applicable () applicable () applicable () applicable () applicable () applicable () applicable () applicable () applicable () applicable () applicable () applicable (	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of 1 Ton Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>6-12 Month Lease of 1 Ton Pickup Regular</b> <b>Cab Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist</i> <i>MUST be Included or proposal will not be considered</i> .	0%	Al dismostion manufactures (Dismosti Moore, PCA, Cont, mit ) any make or mobil. Flactor (Software) is to proced to Dearer Invoices mixed () applicable government (nontricks: Virichist lased from Dearer Davie, will be al. Dearer Invoices or selling cost, and () handling last of the all the self-self self () and abler () for fusions 2 years many SMAP () pair () an abler () for fusions 2 years many SMAP () pair () an abler () for fusions 2 years and under Laseet over 3 methor, Lavesamp status of member, and current tas- ses. Monthy Management Flard () 2018 () method, all asses termination. Tergendrigont methodistants () forder, hundle, for drauged at lases termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
16	Discount (%) Off Catalog/Pricelist for the 6-12 Month Lease of 1 Ton Pickup Extended/Quad Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the 6-12 Month Lease of 1 Ton Pickup Extended/Quad Cab Fleet Vehicles (complete with all manufacturer's standard equipment for base model). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	All donestis navuksturer (Danest Motors, FCA, Fod, st) jew mikas or model, f Jodor Done generative and the standard standard standard standard powersket normalises. Which is saved from Dalaie Book will be all Dalaie honors analog cost, plan (1) runding will be all year frances (2004) plan (1) matter to brance 3 years and under, Loase over adder too fraines 3 years and under, Loase over adder too fraines 3 years and under, Loase over adder too fraines 3 years and under, Loase over standard and the standard standard standard standard standard standard standard standard standard standard standardstand standard standard responsibility of the standard standard standard responsibility of the standard standard standardstand responsibility of the standardstand standardstand responsibility of the standardstand standardstand responsibility of the standardstand standardstand standardstand responsibility of the standardstand standardstand standards	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
1/		Please state the discount (%) off catalog/pricelist for the 6-12 Month Lease of Medium Duty Cab Chassis Fleet Vehicles (complete with all manufacturer's standard equipment for base model). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	All domestic manufactures (Gorinal Molon, PCA, Bolanni (Gorinal Molon, PCA), and Solar Solar proof al Dealer Innoce muscl () opplication government innortics: Visibilitis state (find The Barr Block will be all Dealer Innoce on selling cost, plan () in addre top to all barr Teacy (2004), plan () an addre top to failes 3 years and under Leaser over) addre top to failes 3 years and under Leaser over) addre top to failes 3 years and under Leaser over) addre top to failes 3 years and under Leaser over) addre top to failes 3 years and under Leaser over) addre top to failes 3 years and under Leaser over) addre top to tables 3 years and under Leaser over) addre top to tables 3 years and under Leaser over) as the top	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
Sectio	on II: Lease Rate for F	leet Vehicles (13-24 Months)			
	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of Compact Sedan Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Compact Sedan Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricellst MUST be</i> <i>Included or proposal will not be considered</i> .	0%	Al denotes manufactures (Downal Notes, FCA, https://downal.internet.interne	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.

PROPOSAL NOTE 1. Catalogs/Pricelists are required to be submitted with Proposal

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## Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
19	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of Mid Size Sedan Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Mid Size Sedan Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All discussion manufactures (Glaneval Mones, PGA, Tords, etc.) any maximum care model. Factory Colors was be proceed to Dearer Innoces munici () applicable proceed to Dearer Innoces () applicable proceed and the Coloradory of the Coloradory and the Coloradory of the Coloradory of the Coloradory The, munici () applicable government incontines. Funding with the Jayes Transurg (2004; patie () an adder top to sease 3 years and under, Losses thereity and dear top to sease 3 years and under, Losses thereity and dear. Adder the Losses down of the Coloradory member, Law-coloradory tables of the Coloradory of the ana. Monthly Montechannes in other, March 1200 or apped at lease termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
20	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of Full Size Sedan Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Full Size Sedan Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>included or proposal will not be considered.</i>	0%	Al discretzio menufactrare (Discretzi Manne, PCA, Corti, etc.) approximation and providente and the proceed of Detaret Intercer mixer (-) papination procession, - Vinchest Search from Detaret procession, - Vinchest Search from Detaret procession, - Vinchest Search (-) papination, - rest, mixer (-) papination providente, - rest, mixer (-) papination, - Vinchest Search addre (-) pair (-) pair (-) pairs (-) pairs addre (-) pairs (-)	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
21	Discount (%) Off Catalog/Pricelist for the 13-24Month Lease of Compact SUV Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Compact SUV Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All diversity municipants (Romany Monne, PCA, Tords, etc.) any analysis on model. Factory Other set tes proced at Dearer Innoce mixer (J. applicates proced and the Control of the Control of the Control proced and the Control of the Control of the Control of the Control of the Control of the Control of the Control addre take to lease 3 years and which Leases over 3 addre take to lease 3 years and which Leases over 3 addre take to lease 3 years and which Leases over 3 member, Leasesand status of member, and current laws. Monthy Mongement Fast 2019; And Control takes Monthy Mongement Fast 2019; And Control takes Monthy Mongement Fast 2019; And 2010 charged at lease termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
22	13-24 Month Lease	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Mid Size SUV Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All diseases manufactures (Clemental Mares, PCA, PCM, etc.) any asso model. Fastory Code + at the proced a Dealer Incore munici (-) applicate to the procession of the procession of the procession boots with an of the procession and procession. The procession of the procession and procession procession of the procession and procession of the procession of the procession and procession of the procession of the procession and procession of the procession of the procession of the procession of the procession of the procession of the procession of the same Mares and and the procession of the procession of the the procession of the procesion of t	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
23	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of Full Size SUV Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Full Size SUV Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered</i> .	0%	All domestic mainufacturers (General Motors, FCA, Frod, etc.) any make or model. Follow Checkel Bio provements concernises. Variotis seader from Dater Biock will be all Caler Invoice or selling cost, plan (-1) S., mino (-) goldback prevents it costs of the Caler Motor and the all Caler Invoice or selling cost, plan (-1) adder top for taxes -3 years and under. Leases over a set of the set of the set of year Trainey SMAP plan (-1) american Lease at plant of under Archiversen du etc., Motorty All addeements Frant of the date allowers and the set of the set of the set of allowers of the set of the set of the set of allowers of the vehicle. Benote Charger of EBO forther will be provided the fair forther motors. Topola, etc.) any make or model. Factory Colema will be provided to Date Inforce (and (-1) St.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.

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## Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

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Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
24	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of Mini Van Passenger Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Mini Van Passenger</b> Fleet Vehicles (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist</i> <i>MUST be Included or proposal will not be considered</i> .	<u>0 </u> %	Al discussion munufactures (General Moters, FCA, Tord, etc.) any mask or model, Factory Coders will be proceed to Dealer Invoice munu (-) opplicable procession of the second second second second procession of the second second second second procession of the second second second second second second second second second second second second second second second second procession of the second se	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
25	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of Full Size Van Passenger Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Full Size Van</b> <b>Passenger Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal will not be considered.</i>	0%	All domains manufactures (fources) Money (FDA. domains) and the second	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
26	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of 1/2 Ton Cargo Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of 1/2 Ton Cargo Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>included or proposal will not be considered.</i>	0%	All deneration manufacturars (Boneau Moore, FCA. Tordy at Lo year active an order (F Active) of the set to proced to Dearer Invoice mixer () applicable proced to Dearer Invoice mixer () applicable proced to Dearer Invoice () applicable proced to Dearer Invoice () applicable proced to Dearer Invoice () applicable addro to trained a year manuery SMPA () pair () an addro to trained a year manuery SMPA () pair () an addro to trained a year and under Lasered over () and the to trained a year and under Lasered over () and the to trained a year and under Lasered over () and the to trained a year and under Lasered over () and the total and under the total under the set. Nothing Manufacturen () forder, Aprila (), fair of targed at Laser tormination. The operating of the total and the total total and the provide the trained and the total total and the of the provide the total set.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of 3/4 Ton Cargo Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of 3/4 Ton Cargo Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All denoted menufacture (Denael More, FC). Tord, ed.) any and en model. Fable (Denael More, Tele), tord, ed.) any and en model. Fable (Denael More, proced & Dealer Innoce munc) (Jappicate Denael More, Visione March (Denael Japicate) 35, minel, appicate) genement incontexts. Internet: Learning and the second second second pran with a based of Syste Transmy (SMAP pile) (O More More, More More, Second Second Second pran with a based of Syste Transmy (SMAP pile) More More More More More More More More More More More More More More More More	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
28	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of 1 Ton Cargo Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of 1 Ton Cargo Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All concess manufactures (locate thours, FCA, for into ) uny activity of the second thouse in the proof of Deterr threads must () applicable proof of Deterr threads () applicable threads () applicable () and proof of Deterr threads () applicable () and and applicable () applicable () applicable proof of Deterr threads () applicable () and proof of Deterr threads () applicable () applicable proof of Deterr threads () applicable () ap	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.

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Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
29	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of Compact Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Compact Pickup</b> <b>Regular Cab Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal will not be</i> <i>considered.</i>	0%	Al disnetta manufactara (Disneta Monta, PCA, Dori, etc.) aya aka u nodal. Factor (Data sa ba prote di Dater Invece munu () applicatio portiminari (nortenes: Visiciais aaadi non Dater Dato, et al 10 aller Invecio en etitori post, pia (-) andor (ba di Dater Invecio en etitori post, pia (-) nundrogi etito al par Francy SMAP, pia (-) an abdri da foi esses 3 yeara and undor. Lasse over3 methor, Las-samp situar of methor, and currot tas- ses. Montry Management Fair J OMP, pia (-) an andor and a same situaria on encharge of tasso methor, Las-samp situar of methor, and currot tas- mentor, Las-samp situar of norte charge of tasso manged at lasse termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
30	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of 1/2 Ton Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of 1/2 Ton Pickup</b> <b>Regular Cab Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/ Pricelist MUST be included or proposal will not be</i> <i>considered.</i>	0%	All downstor menubarters (Downs Intern, FCA, down etc.) prevalences must () approach percent of Detern Honces must () approach percent of Detern Honces must () approach percent of Detern Honces () approach percent of the Detern Honces () approach () approach percent of the Detern Honces () approach approach () approach percent of the Detern Honces () approach approach () approach percent of the Detern Honces () approach approach () approach approach () approach approach () approach approach () approach approach () approach approach () approach	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
31	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of 3/4 Ton Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of 3/4 Ton Pickup</b> <b>Regular Cab Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal will not be</i> <i>considered.</i>	0%	All domestic manufactures (Standard Motors, FCA, Foreit & Dealer Honors model, 1) app/2016 proved to Dealer Honors model, 1) app/2016 provement concerns. Visionis saved into Dealer Book with all Dealer Honors multip port, plan (-) honor with all Dealer Honors multip port, plan (-) honor with all Dealer Honors multip port, plan (-) madder top for taxes 3 years and under. Leases over methor, tax-earing status of montes, and current tax- methor, tax-earing status of montes, and current ass. Montry Manufactures (Forder Dealer Montes) methor, tax-earing status of montes, and current ass. Montry Manufactures (Forder, José) at 2500 orthograd at lease termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
32	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of 1 Ton Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of 1 Ton Pickup Regular</b> <b>Cab Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist</i> <i>MUST be included or proposal will not be considered</i> .	0%	All dimension meruhantaren (Chanala Mater, FCA, Chang, da), any make an modal. F Assido (den val las proted il Debari Invece munut) (a) opticata control and the second second second second bolt val la di al control and second second 35 m, munut (a) applicatale government inscrittoria. Bit, munut (a) applicatale government inscrittoria para vel lo basid of al year Tensary (2004) pial (1) and the basid of al year Tensary (2004) pial (1) and the basid of al year Tensary (2004) pial (1) and the basid of al year Tensary (2004) pial (1) and the basid of al year of control tas member, les a-empti abla of member and common tase. Monthy Management Find of 2016 of the anaryed at lass termination. Foresphilterin manufactures (thords, tryinda, Ka, Control wello protected in Devisit theory (1) 25.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
33	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of 1 Ton Pickup Extended/Quad Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of 1 Ton Pickup</b> <b>Extended/Quad Cab Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal</i> <i>will not be considered.</i>	0%	All domestic manufacturers (General Motors, FCA, Fod, str.) lawy makes or model. Fladby Domestic powerman resources. Viscolas saed from Daser Book will be all Daset Invoice on utiling cast, plan (*) resources and the all Daset Invoice on utiling cast, plan (*) resources and the all Daset Invoice on utiling cast, plan (*) resources and the all Daset Invoice Motor Resources and addre top to leases 3 years and under. Leases over 3 memory, tax-strainers and under. Leases over 3 memory, tax-strainers and under. Leases over 3 deliver and to plan do its year Transary Shark Patia (*) memory, tax-strainers tablau of memory and carrier tax- ses. Morithy Manufacturent (Fridd, Natha), for the delivered cost of the vehicle. Sharka Charger di Stol Torsgonhord manufacturent (Fridd, Takat), Nasan, Topota, etc.) ary make or model. Factory Codem with the proceed of Daset Invoice plan (*) 37.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.

PROPOSAL NOTE 1. Catalogs/Pricelists are required to be submitted with Proposal

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### Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
34	Discount (%) Off Catalog/Pricelist for the 13-24 Month Lease of Medium Duty Cab Chassis Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>13-24 Month Lease of Medium Duty Cab</b> <b>Chassis Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal will not be</i> <i>considered.</i>	0%	All denotes mundraterer (General Molece, FCA, Tody ett.) any maxee model. Factory dotter well be proced to Deard Innece mund () applicable proced to Deard Innece mund () applicable proced to Deard Innece Molece M	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
Sectio	on III: Lease Rate for	Fleet Vehicles (25-36 Months)			
	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Compact Sedan Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of Compact Sedan Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricellst MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All denestic manufacturers (Baneral Motors, FCA, Fod, etc.) any make or model. Factory Dotatin all be presented to the second second second second second back and a second second second second second second address of the all Caler Honoso or setting cost, juis (1) second second second second second second second address of the second second second second second address of the second of year Tessery (MAP) plot (1) an salar. Addre s based upon road in continues of adverses of the second second second second second second second second second second second second adverses of all the vehicles. Baches Charge of SEO adverses of all the vehicles. Baches Charge of SEO adverses of all the vehicles. Baches Charge of SEO adverses for all the vehicles. Baches Charge of SEO adverses for all the vehicles. Baches Charge of SEO adverses for all the vehicles.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
36	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Mid Size Sedan Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of Mid Size Sedan Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All dimetals menufactures (Densate Mone, PCA, Cond, etc.) any ansate or model, Fastory Colem set to proted di Detari Invoce mixue () applicatio to and the set of the set of the set of the set of the Detard of the set of the set of the set of the set of the Detard of the set of the set of the set of the set of the protect of the set of the set of the set of the set of the protect of the set of the set of the set of the set of the protect of the set of the set of the set of the set of the protect of the set of the	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Full Size Sedan Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of Full Size Sedan Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered</i> .	0%	All diversite numbers (howas interve, FCA, how etc) by various and howas (howas, FCA) proved a Deare Invector must () paginative generative numbers - Visites is autor from Deare Bases with a (L Deare Invector willing cost, plan (-)) numbers () and the second second second second abort parts () and second second second second second second second second second second second second second second second second second second secon	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
38	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Compact SUV Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of Compact SUV Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>included or proposal will not be considered.</i>	0%	All denestis manufactures (Series Motor, PCA, proof J Dear Interce mout () application proof J Dear Interce mout () application proof and Dear Interce with () application to the series of Dear Interce with () application to the series of Dear Interce with () application to the series of Dear Interce and other the scheric box Fease 3 years and under Lease over 3 memory, tax-series tables of under Lease over 3 memory, tax-series tables of under Lease over 3 memory, tax-series tables of memory and com- sider to the series of the series and com- mission tax-series tables of memory and com- sister to the series of the series and com- sister to the series of the series of the series of the under the series of the	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.

PROPOSAL NOTE 1. Catalogs/Pricelists are required to be submitted with Proposal

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## DyBoard'

## Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
2000	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Mid Size SUV Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of Mid Size SUV Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>included or proposal will not be considered.</i>	<u>0%</u>	All denotes municipants (Allows FGA, FOG, etc.) any maximum of the second second second second proced to Deard Innece municipal () application proced to Deard Innece municipal () application proced to Deard Inneces () applications and the second	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
40	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Full Size SUV Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of Full Size SUV Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>included or proposal will not be considered.</i>	0%	41 di cherale intervisione informati Motione, PCA. Toto dei Lo i yana se modali i Fastiro dotta seti las procet di Dearer Innoce munici () applicable government cinochico. Visibiles alsade finan Dialare processo di Dearer Innoce di Dearer Innoce alsa di la processa di Dearer Innoce di Dearer addre opia la segli se l'asseri andi undi Lusate cinori addre opia la segli se l'asseri ad undiri. Lusate cinori addre opia la segli se l'asseri ad undiri. Lusate cinori membre, i la escanda statua di normali ad anti di membre, i la escanda statua di norma di distributoresi di membre, i la escanda statua di membre, i la escanda statua di constituzzazione di membre, i la escanda statua di membre, ad constituzzione di asses termination. Comportiginati membre, la funca di la prese di 1200 chargo di a lasse termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
41	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Mini Van Passenger Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of Mini Van Passenger</b> Fleet Vehicles (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist</i> <i>MUST be included or proposal will not be considered</i> .	0%	All dimetation menufactures (Richards Motors, PCA, Tord, etc.) any maxima or model. Fastory (Cost was the proted Equation Inscense municipal (Lippidas) to the second second second second second to the second second second second second second biological and the second second second second protection and the second second second second protection and the second second second second protection (Second Second Second Second Second Second protection) and the second second second second second protection (Second Second Second Second Second Second protection) and the second second second second second protection (Second Second Second Second Second Second Second protection) and the second second second second second protection (Second Second Second Second Second Second Second protection) and the second second second second second protection (Second Second Second Second Second Second protection) and the second second second second second protection (Second Second Second Second Second Second Second Second Second Second Second Second Second Second Second protection (Second Second Second Second Second Second Second protection) and the second Second Second Second Second protection (Second Second Sec	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
42	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Full Size Van Passenger Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of Full Size Van</b> <b>Passenger Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal will not be considered.</i>	0%	All domestic manufacturers (General Motors, FCA, Fod, at Jay make or nodel, Fotolo Dottel at portmann concurses. Visions sealed from Dates Book will be at Dates Houses on sealing cost, plan (-) hundrig will be at Josef Houses or sealing cost, plan (-) hundrig will be at Josef Tessey (2004) plan (-) as addro top for tesses 3 years and under. Leases over addro top for tesses 3 years and under. Leases over a set to be address of year Tessey (2004) plan (-) as addro top for tesses 3 years and under. Leases over a set, Motorthy Assignment Field of 2004 plan (-) delivered cost of the versions. Benet Motorthy Assignment Field of 2004 of the delivered cost of the version. Benet Motorthy Assignment Field of 2004 of the delivered cost of the version. Benet Motorthy Assignment Field of 2004 of the delivered cost of the version. Benet Sector (-) and the sector (-) and	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
43	25-36 Month Lease	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of 1/2 Ton Cargo Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All domestic manufactures (General Motors, PCA, and Constitution and Motors, PCA, and Constitution and Const	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.

PROPOSAL NOTE 1. Catalogs/Pricelists are required to be submitted with Proposal

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## ByBoard'

## Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of 3/4 Ton Cargo Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of 3/4 Ton Cargo Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>included or proposal will not be considered.</i>	0%	Al domestic manufactures (Ganeval Motors, FCA, Tord, etc.) any main or model. Factory of dom val tea procel at Dearer Innoce mixel () applicable government anounces. Visciolas Saead from Dealer Dearer () applicable government noethors. Frandrog villo at al year Transmy SWAP (part () an addrift for tasses 3 years and under, Lasses over) and the tot tasses 3 years and under, Lasses over) and the second status of the second status of the member, tas-second status of the second status of member, tas-second status of the second status diversed stat of the vehicle. Second Charge of 1200 unlegal at lasses termination. Frequently, Kas, Kas, Kas, Kas, Kas, Kas, Kas, Kas	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
45	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of 1 Ton Cargo Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of 1 Ton Cargo Fleet</b> <b>Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be</i> <i>Included or proposal will not be considered.</i>	0%	All donates instructures (Donasi Mone, F2A, dona wis) by instructures (Donasi Mone, F2A, service) and Desert Invoice minute () applicable government incontrols. Visiciole saved in To Baier Status with at Dates Invoice an exiting cost, plan (-) an adder top at Dates Invoice and under Lasses over 3) adder top to taiset 3 years and under Lasses over 3) adder top to taiset 3 years and under Lasses over 3) member, Las-semptimes and under Lasses over 3) member and tasses termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
46	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Compact Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the 25-36 Month Lease of Compact Pickup Regular Cab Fleet Vehicles (complete with all manufacturer's standard equipment for base model). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	All downes on multicaren ( blockes Mona, TCA, down etc.) any status to fair F any status to fair for any status proved at Dealer Invoice mixel () papitable proved to at Dealer Invoice entiting cost, plat () any downess in outsets. Visioles leaded from Dealer block will be at Dealer Invoice entiting cost, plat () any door to be assess 3 years and under. Leader S ord 3 addro to be leader 3 years and under. Leader S ord 3 member, Lea-early status of nember, and current takes. Monthy Mangement F and - Other takes managers and be assess and takes to be obliged at 2000 managers at leader to be the obliged at the obliged at the member, Lea-early status of nember, and current takes. Monthy Mangement F and - Other at the manager at leader themations. The other obliged at the manager at lease termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
47	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of 1/2 Ton Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the 25-36 Month Lease of 1/2 Ton Pickup Regular Cab Fleet Vehicles (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal will not be considered.</i>	0%	Al domain manufactures (Denies Mytes, FCA, and Constant and Constant Mytes, FCA, proof al Dealer Invoice miting (CA), papilotise provemant incontrols. Visibilis saval from Dealer Sock will be al Dealer Invoice on enling cost, plan (-) and the alter of the social save and save and addre top to save 3 years and under. Lease over 3 addre top to save 3 years and under. Lease over 3 member, Lav-samp tistus of member, and current tawa. Notify that based upon cost whethers of any Mytes and Save and the save and current tawa. Notify that save and current tawas and based tawas termination. The save and save data and save and the save and current tawas Notify that current tawas of the save and current tawas. Notify that current tawas and tawas termination.	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
48	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of 3/4 Ton Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of 3/4 Ton Pickup</b> <b>Regular Cab Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal will not be considered</i> .	0%	All disensition methodicaries (Kolemas Molens, PCA, Ford, etc.) any analysis and model. Factory Code read to proceed a Datation Invoices mixed (L) applicable to the second second second second second second to the second second second second second second second 25%, mixed (L) applicable generatives (L) applicable protection (L) applicable generatives (L) applicable (L) applicable protection (L) applicable generatives (L) applicable (L) applicable generatives (L) applicable (L) 3%, mixed (L) applicable generatives (L) app	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.

PROPOSAL NOTE
1. Catalogs/Pricelists are required to be submitted with Proposal

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## Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
49	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of 1 Ton Pickup Regular Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of 1 Ton Pickup Regular</b> <b>Cab Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist</i> <i>MUST be Included or proposal will not be considered</i> .	0%	All dimetation multicatives reflexances Moleces. FCA, Tody, etc.) any main or model. Factory Gotter we be proceed Destine Invoice mount of Leoportability to the second second second second second second to the second second second second second second Str., final of Leoportability provides and second second to the second	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
50	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of 1 Ton Pickup Extended/Quad Cab Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the 25-36 Month Lease of 1 Ton Pickup Extended/Quad Cab Fleet Vehicles (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal</i> <i>will not be considered.</i>	0%	All dismetsion manufactures reflexances Moleces, PCA, Toda, etc.) any mass or model. Factory Gotter we be proved a Deserr Invoice mouse () approaches todates and the second second second second todates and the second second second second todates and the second second second second second todates and the second sec	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
51	Discount (%) Off Catalog/Pricelist for the 25-36 Month Lease of Medium Duty Cab Chassis Fleet Vehicles	Please state the discount (%) off catalog/pricelist for the <b>25-36 Month Lease of Medium Duty Cab</b> <b>Chassis Fleet Vehicles</b> (complete with all manufacturer's standard equipment for base model). <i>Catalog/Pricelist MUST be included or proposal will not be</i> <i>considered.</i>	0%	All diseases manufactures (Canava) Mones, PCA, Cord, etc.) any maximum control in 2400 (other well be proof of Dealer Inscene munut () applicates to the proof of Dealer Inscene munut () applicates to the proof of Dealer Inscene Mones and the Dealer and () applicates portmannel risembes. The proof of the proof of the proof of the proof prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant will be based of 1 year Frankry (SMAP Dial of 0) prant of 1 prant pr	Courtesy Delivery Fee, delivery to member, license and registration, state inspection fees, and taxes are not included due to variations per state and member's tax-exempt status. Fees will be billed to members at D&M's cost with no markup.
Sectio	on IV: Fleet Vehicle Ma	aintenance			
52	Discount (%) Off Catalog/Pricelist for Fleet Vehicle Maintenance Cost for 6-12 Month Lease (Monthly, Quarterly or Annual)	Please state the discount (%) off catalog/pricelist for <b>Fleet Vehicle Maintenance Cost for 6-12 Month</b> <b>Lease</b> (Monthly, Quarterly or Annual). <i>Catalog/Pricelist MUST be included or proposal will not be</i> <i>considered.</i>	0%	Fixed maintenance costs on cars, mini-vans, SUV's, and light-duty trucks: 5 cents/mile up to 100,000 miles. Cargo Vans and trucks up to 1 ton: 6 cents/mile up to 100,000 miles. Maintenance cost is charged monthly based upon vehicle, lease term, and estimated annual mileage.	Additional charge for electric vehicles, exotic vehicles, after-market equipment, 4WD/AWD vehicles, dual rear wheels and diesel engines. Does not cover neglect or abuse by customer.

PROPOSAL NOTE 1. Catalogs/Pricelists are required to be submitted with Proposal

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## Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
53	Discount (%) Off Catalog/Pricelist for Fleet Vehicle Maintenance Cost for 13-24 Month Lease (Monthly, Quarterly or Annual)	Please state the discount (%) off catalog/pricelist for Fleet Vehicle Maintenance Cost for 13-24 Month Lease (Monthly, Quarterly or Annual). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Fixed maintenance costs on cars, mini-vans, SUV's, and light-duty trucks: 5 cents/mile with (1) set of tires and (1) set of brakes up to 100,000 miles. Cargo Vans and trucks up to 1 ton: 6 cents/mile with (1) set of tires and (1) set of brakes up to 100,000 miles. Maintenance cost is charged monthly based upon vehicle, lease term, and estimated annual mileage.	Additional charge for electric vehicles, exotic vehicles, aftermarket equipment, 4WD/AWD vehicles, dual rear wheels and diesel engines. Does not cover neglect or abuse.
	Discount (%) Off Catalog/Pricelist for Fleet Vehicle Maintenance Cost for 25-36 Month Lease (Monthly, Quarterly or Annual)	Please state the discount (%) off catalog/pricelist for Fleet Vehicle Maintenance Cost for 25-36 Month Lease (Monthly, Quarterly or Annual). Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Fixed maintenance costs on cars, mini-vans, SUV's, and light-duty trucks: 5 cents/mile with (1) set of tires and (1) set of brakes up to 100,000 miles. Cargo Vans and trucks up to 1 ton: 6 cents/mile with (1) set of tires and (1) set of brakes up to 100,000 miles. Maintenance cost is charged monthy based upon vehicle, lease term, and estimated annual mileage.	Additional charge for electric vehicles, exotic vehicles, aftermarket equipment, 4WD/AWD vehicles, dual rear wheels and diesel engines. Does not cover neglect or abuse.
option OF AL	s for leased fleet vehicles	The majority of the optional equipment and upgrade swill be selected at time of order. A COMPLETE LIST OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH BE CONSIDERED.			
55	Discount (%) Off Catalog/Pricelist for Lease Vehicle Customization and Optional Equipment	Please state the discount (%) off catalog/pricelist for Lease Vehicles Customization and Optional Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	When a member submits an RFQ the vehicle will be built to the members exact specifications and the pricing submitted in Section I will apply. Should a member seek additional customization such as after-market equipment, actual cost will be passed through to the member without a markup.	A complete list of all equipment available on every make and model vehicle (both domestic and foreign) is exhaustive and not available.

PROPOSAL NOTE 1. Catalogs/Pricelists are required to be submitted with Proposal

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### Proposal Invitation No. 572-18-Vehicle Fleet Leasing and Maintenance Services

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vendor must provide Detailed Information including vehicle model code and exceptions to Lease being proposed
Secti	on VIII: Delivery Fees	and Floor Plan/Lot Insurance for Lease Vehicles			
56	Discount (%) Off Catalog/Pricelist for Floor Plan Insurance and Lot Insurance	Please state the discount (%) off catalog/pricelist for Floor Plan Insurance and Lot Insurance (dealer inventory). Catalog/Pricelist MUST be included or proposal will not be considered.	0%		
57	Per Mile Delivery Fee for Lease Vehicles	Per Mile Delivery Fee for Lease Vehicles State the per mile delivery fee for School Buses.	\$/Mile	Vehicles delivery fee will be based upon the form of delivery requested by the member (driven vs transported) and the driver requirements necessary (# of drivers require a CDL). Actual delivery costs will be passed through to the member without a markup.	

PROPOSAL NOTE 1. Catalogs/Pricelists are required to be submitted with Proposal

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Control No. 263089



## MOTOR VEHICLE LESSOR

LICENSE NO: LF120087

Texas Department of Motor Vehicles MOTOR VEHICLE DIVISION

VEHICLE LEASING MID CITIES, L.P. D&M LEASING MID CITIES 17090 DALLAS PKWY, STE 100 DALLAS, TX 75248-1921 EXPIRES: 01/31/2019 PHYSICAL LOCATION: 2730 N STATE HIGHWAY 360 GRAND PRAIRIE, TX 75050-6409

### THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE LESSOR.

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Jamiel Avitia

Daniel Avitia, Director Texas Department of Motor Vehicles Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

MVD-200 (REV. 12/2012)

Texas Department

of Motor Vehicles MOTOR VEHICLE DIVISION

## INDEPENDENT MOTOR VEHICLE DEALER

GENERAL DISTINGUISHING NO: P120002

Martin Martin Barton Barton State Barton B

VEHICLE LEASING MID CITIES, L.P. D&M LEASING MID CITIES 17090 DALLAS PKWY DALLAS, TX 75248-1921 EXPIRES: 01/31/2019 PHYSICAL LOCATION: 2730 N STATE HIGHWAY 360 GRAND PRAIRIE, TX 75050-6409.

## THIS DEALERSHIP IS LICENSED AS AN INDEPENDENT MOTOR VEHICLE DEALER.

ADDITIONAL LOCATION(S):

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Daniel Avitia, Director Texas Department of Motor Vehicles Motor Vehicle Division

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Control No. 26378

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MVD-200 (REV. 12/2012)

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Texas Department of Motor Vehicles MOTOR VEHICLE DIVISION

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MVD-200 (REV. 12/2012)



## MOTOR VEHICLE LESSOR

LICENSE NO: LF120087

Texas Department of Motor Vehicles MOTOR VEHICLE DIVISION

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