Automotive Resources International

ARI Response to State of West Virginia

Request for Quotation FLT11919

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Prepared By: Heather Odean
ARI District Manager
(704)556-2630
hodean@arifleet.com

Cover Page

RFQ Subject:	Comprehensive Fleet Management Services
RFQ #:	FLT11919
Vendor Name:	Automotive Resources International (ARI)
Business Address: (Global Headquarters)	4001 Leadenhall Road Mount Laurel, NJ 08054
Telephone:	(704)556-2630 Heather Odean – Charlotte District Sales (856) 778-1500 – ARI Global Headquarters
Fax:	(704)556-2629
Primary Contact:	Heather Odean
E-Mail address:	haodean@arifleet.com
Signature:	Heather Odean
Date:	May 31, 2012

May 31, 2012

Ms. Krista Ferrell
Fleet Management Office
The State of West Virginia
2101 Washington Street, East
Building 17
Charleston, WV 25305

Dear Krista:

The ARI team wants to thank The State of West Virginia for the opportunity to participate in your Request for Quotation # FLT11919 for comprehensive fleet management services. As the current fleet supplier to The State of West Virginia for Maintenance and Fuel, ARI is proud of our existing fleet partnership in place and we are excited to expand this partnership to include the additional programs outlined within this RFQ.

The ARI team has carefully evaluated your RFQ and determined the core requirements of this RFQ include providing comprehensive fleet services with the ability to produce ongoing cost savings while meeting all of the mandatory requirements outlined within the RFQ. We are confident we will build on our past successes with The State of West Virginia and other government fleet customers to offer various expense reduction opportunities and provide significant cost savings, all while integrating the industry's best in class practices and procedures. We have completed the pricing matrix as requested by The State of West Virginia. However, to clearly illustrate all elements of our pricing and provide full disclosure, we have also included an additional pricing summary in the sealed bid envelope.

ARI's approach to fleet management is to deliver value by being flexible, providing our industry expertise and exceeding our clients' expectations. As the fastest growing fleet management company, we maintain the highest level of customer service in the industry, according to the results of a recent industry-wide survey among fleet managers. ARI is also an industry leader in technology, which is paramount to reducing costs and managing today's fleets effectively.

Enclosed please find our response to the RFQ Number FLT11919. For further information concerning the details of this proposal, please me at haodean@arifleet.com or 704-556-2630. I will serve as your primary point of contact for the proposal and will be pleased to answer any questions that you may have concerning our services. Thank you again for this opportunity.

Sincerely,

Heather Odean
District Manager
haodean@arifleet.com

ARI Executive Summary

ARI is the world's largest privately held fleet management company. Fleet leasing and management has been our sole line of business since we were founded in 1948, and over our proud history, we have created long-standing partnerships with more than 2,000 clients who trust us to manage more than 860,000 vehicles for them. These clients rely on ARI as a partner because of our ability to develop custom solutions, focus on customer satisfaction, and financial stability.

Some unique ARI differentiators include:

- **Developing Customized Solutions.** While other vendors sell one-size-fits-all outsourcing programs, we take pride in offering comprehensive **solutions** to our clients' challenges. ARI specializes in working with clients to identify "hidden" savings opportunities discoverable only through detailed fleet analyses. ARI has the most seasoned industry professionals dedicated to helping these clients identify savings, adhere to "best practices" and manage every aspect of their fleets throughout the entire lifecycle.
- **Focus on Customer Satisfaction.** ARI's core values of continuous improvement, flexibility and quality customer service have underscored our operations and fueled our success in the fleet management. One of our primary goals is to deliver quantifiable savings for our clients. For example, with our managed maintenance program, we strive to achieve more savings per vehicle, per month, through post-warranty recovery and field adjustments than the program costs.

  Partners in Excellence® (PIE) is our quality assurance program. It measures cost reductions, driver satisfaction, and industry-leading service levels for our clients. Each year within our PIE program, ARI selects and tracks 50 PIE goals based on their impact on customer cost savings to gauge our overall level of service excellence.
- **Financial Stability.** ARI became the world's largest private family-owned fleet management company through a strategy built on solid, organic growth. We were started as a family-owned business and have not changed ownership since we were founded more than six decades ago. Our financial stability has served as a solid foundation for our clients' fleet management needs; we have always possessed the liquidity necessary to fulfill all client orders and services.
- **Continual Investment.** ARI is committed to continually investing back into our business in order to deliver continual improvement. In 2011, we quadrupled our training budget and established ARI University, an employee development and training program. Technology is also a critical part of our business strategy. As part of our recently announced five-year plan, ARI will invest 20% of our operating budget into systems and technology. This continual investment back into our business supports the quality of the services we offer.

As a recent result of ARI's investment in technology, ARI has partnered with SAP to offer a powerful tool called ARI Analytics™ that will give The State of West Virginia fleet personnel the ability to analyze fleet data almost instantaneously. This tool helped other ARI customers make informed, cost-effective decisions for reducing and stabilizing their fleet costs.

The development of this analytical and predictive business intelligence tool helped ARI to a 30th place ranking on this year's Information Week 500—a list of the top technology innovators in the United States.

Summary of Our Solution

ARI understands The State of West Virginia is looking for a fleet management company to provide a wide range of fleet management services, including leasing, vehicle acquisition, maintenance, accident management, vehicle remarketing, data integration, garage management, personal mileage reporting and safety.

The following section provides a summary of the services covered in this proposal.

Leasing Services

ARI offers both closed-end and open-end lease options. ARI's closed-end lease is a typical consumer lease generally with a fixed interest rate applied. The lessor bases the payment on cost of money, expectation for actual depreciation, internal overhead and risk premium. ARI's open-end lease is the lessee's most flexible method of leasing. The lessee's objective is to select an appropriate amortization schedule so that book value and the actual value of the vehicle are close to the same when the lessee turns in the vehicle, thus minimizing monthly lease payments.

Vehicle Acquisition

ARI's expert team of acquisition specialists, truck sales managers and truck spec analysts will create the best possible vehicle applications for The State of West Virginia's fleet. They will analyze the job each vehicle will be performing to determine specialized requirements including operating conditions, occupational responsibilities of your drivers, annual mileage, maintenance programs, safety and ergonomics, and other variables to ensure we choose the best unit to do that job and perform at the lowest cost per mile.

Proactive Maintenance Management

ARI's maintenance management program is designed to maximize your fleet availability, and minimize your maintenance expenses. We accomplish this through truck-centric services, proactive preventive maintenance, an open vendor network structure, pricing transparency, controlling authorizations for unscheduled maintenance, aggressive post warranty recovery, utilizing predictive analytics on maintenance trends, and focusing on fleet efficiency.

Technical Resource Centers

ARI is the only fleet management company that staffs three Technical Resource Centers – in Maple Shade, New Jersey, Houston and Grapevine, TX – operating 24/7/365 and staffed with over 300 ASE-certified technicians including 26 world class technicians out of 151 in the world who interact with fleet personnel and drivers for maintenance, breakdown and claims issues and with vendors to negotiate pricing and provide approvals.

Our state-of-the-art call center system integrates the two centers seamlessly, fielding calls according to the next available service technician regardless of his/her location.

Convenient and Reliable Repair Facilities

We utilize an open vendor network, rather than a preferred vendor network which is an industry practice. An open vendor network allows The State of West Virginia the ability to utilize the vendors of your choice, without restriction. Currently, our network consists of over 38,000 National Account shops, and more than 52,000 independent vendors. The State can add your preferred facilities to our network at any time.

This practice translates into greater convenience for your drivers, who can go to the facility that is closest to them, rather than searching for a preferred vendor further away. This results in reduced vehicle downtime.

Controlled Authorization

ARI's ASE certified technicians will scrutinize all repairs requested by the servicing vendor, verifying time to complete the repairs, parts pricing, and labor rates as compared to published national guidelines. The technician will also examine The State of West Virginia's specific parameters and vehicle history to verify the appropriateness of each repair.

Mechanical Review of Each Repair Request

ARI audits each invoice to ensure that only authorized amounts appear. ARI coordinates the repairs for the driver with the servicing facility. The driver validates that the repair has been completed. Vendors will also receive a rating based on two sets of criteria each time ARI issues the vendor a purchase order. One is a subjective evaluation applied by the ARI technician issuing the purchase order (scale of 1 to 9, with 9 the best), which gauges vendor competence, cooperation and compliance to repair authorization procedures. The second is applied by an ARI invoice processor and is a percentage of billing accuracy (scale of one to 100 percent plus, with 1 percent the lowest), which gauges the level of compliance for the invoice total to the original purchase order amount. In addition, Intellifleet, our server-based system has built-in controls that allow a purchase order to be paid only once.

Garage Management

ARI provides an all-inclusive management solution for fleets that utilize outside vendors and operate internal maintenance facilities. ARI's Garage Management System (GMS) helps manage technicians, vehicle preventive maintenance (PM) schedules, and unscheduled repairs and parts inventories – while simultaneously consolidating all vendor-in/vendor-out data.

ARI's GMS is a module within the ARI *insights®* system that integrates data for all in-house maintenance with vendor-out information to ensure the lowest possible total cost of ownership. By tracking data from internal and external sources, GMS makes it easy to increase patronage of external shops, balance your vendor mix, and track total cost of ownership. This provides better control over labor allocation needs – both immediate and long-term.

Accident Management

With ASE-certified claims technicians available 24/7/365, ARI's accident management program administers the repair process efficiently while keeping drivers on the road. When a driver calls to report an accident, the technician takes a comprehensive accident report over the phone and within 60 minutes of taking the call emails a standard Loss Report to the liability carrier, your risk department, fleet manager and anyone else you stipulate. ARI oversees the entire process of returning your vehicle into service, including arranging for towing, coordinating short term rentals, viewing estimates and appraisals and negotiating repair costs, monitoring repair progress, and following up on short-term rental returns.

As soon as the accident report is complete, ARI begins the subrogation process by collecting damages from the responsible party. ARI consistently achieves high recovery results and has historically collected more than one-third of all money spent on repairs for its clients. Our experienced subrogation team has extensive insurance knowledge and resources to ensure the maximum recovery possible.

Vehicle Remarketing

Our remarketing program encompasses a multi-level employee sale program (both upstream and downstream), our own privately labeled internet sites (ARITruckDirect and ARIAutoDirect), specialized truck and equipment remarketing outlets, and traditional auctions and dealer outlets. We maximize exposure for vehicles by remarketing them simultaneously in multiple venues – when a vehicle is waiting to go through the auction or other physical channel, it is also posted for sale simultaneously on as many as 14 different online venues targeting unique buyer groups including dealers, individuals, international buyers, recycler/salvage buyers and more. Every vehicle receives maximum exposure 24/7/365.

ARI's vehicle remarketing strategy also gives The State of West Virginia the ability to sell vehicles directly to ARI through our ARIBuyDirect.com program. This unique remarketing service meets the needs of companies who want to control the sale price, monitor the entire transaction online and quickly generate used vehicle proceeds.

Technology-Based Solutions

Our real-time, web-based ARI *insights*® system combines complete fleet management data and extensive reporting capabilities with the most intuitive interface in the industry. This makes your fleet data available 24/7/365. Reports integrating the data from all locations can be customized to show the comprehensive decision making information that you need, with the power to eliminate what you don't. With KPIs and alerts, you will be continually updated with the data that is most vital to you.

ARI's systems integrate with SAP, PeopleSoft, and home-grown internal systems to capture the full realm of your fleet spend. We can accommodate data transfers to feed information from other suppliers directly into ARI's data warehouse, enabling clients to run reports from a single source. ARI is also unique in having a Customer Information Services department dedicated to address only client-related IT requests.

Recent Awards Presented to ARI

United Technologies Corporation (UTC) Supplier Gold Award

Presented to ARI in 2012, this award is given annually to suppliers who provide and maintain "best in class" quality, delivery and customer service and is given to less than one percent of UTC's 50,000 suppliers. After just 18 months of partnership, ARI reached Gold status faster than any other UTC supplier in the history of the award. ARI was recognized for the successful management of more than 10,000 vehicles across eight different UTC divisions. Examples of ARI's achievements working with UTC include: the successful implementation of UTC's entire North American fleet in just 30 days in 2010 and cost savings which surpassed expectations by more than double initial projections.

Dale Carnegie Leadership Award

ARI was presented with the Dale Carnegie Training Leadership Award on March 6, 2012. This prestigious award is given to companies dedicated to a philosophy where people are as important to the overall business success as any technology, patent or strategy. The award criteria includes recognition as an industry leader or benchmark entity, having a strategic plan that includes driving performance via professional development and sustaining that commitment.

The Dale Carnegie Leadership Award was created in 1985. It is granted to companies that place special emphasis on the development of its human resources, innovation and organizational creativity for the purposes of the business future. The award has been presented to approximately 300 organizations worldwide. Past recipients have included The Ford Motor Company, Coca Cola, Adidas, Boeing, Four Seasons Hotels, Daimler-Chrysler and SAS Scandinavian Airlines.

2011 Information Week 500

In September 2011, ARI was ranked 30th on this year's InformationWeek 500 – a list of the top technology innovators in the U.S. With the recent development of its new Analytical and Predictive Business Intelligence tool, ARI helps companies make informed, cost-effective decisions regarding cars, trucks and equipment that drive their businesses. InformationWeek identifies and honors that nation's most innovative users of information technology with its annual 500 listing, and tracks the technology, strategies, investments and administrative practices of America's best-know companies.

Personal Mileage Reporting (Fringe)

ARI's Fringe Benefit (or Personal Use) Reporting program provides valuable administrative relief to the cumbersome process of collecting, tracking, and reporting personal and business mileage. We've designed web-based solutions that automate manual processes and virtually eliminates The State of West Virginia's administrative burden.

Our program also offers flexible report calculations including the Annual Lease Value (ALV) method (IRS approved), fuel charges, employee payments (client-provided or ARI-calculated) and optional penalties for non-compliant drivers.

Our program offers the flexibility of a personalized, innovative solution with the most sophisticated tracking and reporting tools that the industry offers, while assisting you to meet The State of West Virginia's personal use guidelines.

ARI maintains a real-time, driver-based file to accurately track driver-supplied business and personal mileage. Automated monthly email notifies drivers with missing mileages. The system audits all data for a valid vehicle number, driver name, employee number and reporting period, with mileage edits to ensure accuracy.

Safety

ARI's risk management products are aimed to reduce collisions, liability exposure, injuries, and costs. We have products that identify risk, such as our Hazard Perception Evaluation, Motor Vehicle Record (MVR) checks, and Accident Management program, and some that mitigate risk, such as our Driver Training Modules and Driver Safety Policy Testing. Our products utilize state-of-the-art technology to deliver effective driver training and risk evaluations. The use of computer based instruction, especially when it involves simulation of real-world driving situations, has been found effective in reducing crash rates, and in realizing efficiencies in the instructional process.

ARI's Driver Risk Assessment integrates the data available through the various risk management components into a single view of your drivers' risk levels. Our assessment utilizes one universal scoring system that combines various driver assessment inputs such as MVRs, collision incidents, driver monitoring events, etc., to arrive at an overall risk assessment for each fleet driver.

We then employ a sophisticated mapping system to assign training that matches the nature of a driver's violation(s) or incident(s).

In closing, the ARI team wants to again thank The State of West Virginia for the opportunity to respond to your RFQ and we look forward to the next steps in this process.

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Exhibit B - State of Georgia Success Story

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Exhibit D – Sample Lease Agreement

Attachment A: Vendor Response Sheet

2.3 Qualifications and Experience

2.3.1 General: Vendors will provide in Attachment A: Vendor Response Sheet information regarding their firm, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project;proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

2.3.2 Vendor Data:

2.3.2.1 Business Description:

ARI, a subsidiary of the Holman Automotive Group, is a global vehicle fleet management leader that drives the best results for each of its clients' unique and complex needs through industry-best fleet professionals, programs, technology and consultative services. With a workforce numbering more than 2,000 and offices throughout the United States, Canada, Mexico, Puerto Rico, Europe and the UK, ARI manages over 860,000 cars, trucks and equipment in North America and the UK, and combined with its strategic partners, more than 1.8 million fleet vehicles globally. ARI is headquartered in Mount Laurel, New Jersey.

2.3.2.2 Business Name:

Automotive Resources International (ARI)

2.3.2.3 Address:

4001 Leadenhall Road

2.3.2.4 City, State and Zip Code

Mount Laurel, NJ 08054

2.3.2.5 Primary Contact Name

Heather Odean, District Manager

2.3.2.6 Telephone Number

(704) 556-2630

2.3.2.7 Email Address

haodean@arifleet.com

2.3.2.8 Has your firm done work with the State in the past 18 months? If so, please describe that work.

Yes, ARI has been engaged in a fleet partnership with the State of West Virginia for the past eight years. The State of West Virginia currently has 3,000 vehicles enrolled on ARI's WEX Fuel Management and Maintenance Management programs.

2.3.2.9 List a description of recent (within the past 5 years) of similar work or projects performed that are similar to that described above. Provide as much detail as possible, attaching additional information as appropriate.

ARI has recently implemented several large private sector corporations such as:

United Technologies (11,500 vehicles), Aramark (4,900 vehicles), ServiceMaster 18,000 vehicles) and we would be happy to provide details on their implementation upon request.

In the public sector, ARI customizes solutions for the specialized requirements of over 15 federal, state and municipal entities representing more than 75,000 vehicles. In the table below, we have illustrated a sampling of the clients we have worked with in the past 5 years with requirements similar to those of The State of West Virginia:

Government Entity	Number of Vehicles	Programs
State of Wisconsin	5,400 vehicles	Maintenance Management, Roadside Assistance and Accident Management
State of Minnesota	2,350 vehicles	Maintenance Management and Roadside Assistance
City of New York	6,900 vehicles	Maintenance Management and Roadside Assistance
State of New York	16,200 vehicles	Maintenance Management, Accident Management, Roadside Assistance and Leasing
State of Utah	5,400 vehicles	Maintenance Management and Roadside Assistance

State of New Mexico	450	Leasing
State of Georgia	22,800	Maintenance Management, Roadside Assistance and Data Integration

ARI customizes innovative solutions for both public and private entities that streamline fleet operations, help lower the cost of fleet ownership, and create long-term value for our customers.

Serving city, county, state and federal clients with fleets from fewer than 1,000 to more than 20,000 vehicles, we customize solutions that have earned over $5 million in savings for them through better asset utilization and lower lifecycle costs. We also improve the productivity of clients with aging fleets in which high mileage and similar problems lead to higher repair costs by regular fleet maintenance and monitoring. Our expansive portfolio of service solutions for government fleets includes:

- Best-practices cost control
- Environmental compliance
- Merging mixed-fleet software
- Streamlining fleet and vehicle reporting
- Putting telematics to work as a productivity tool
- Accommodating small- and minority-owned business plans
- Integrating state-contracted vendors into our vendor network

ARI has demonstrated our value to government fleets time and again by:

- Assuring any pre-negotiated vendor agreements are maintained
- Lateral benchmarking amongst internal entities
- Tracking all expenses in ARI insights®, our web-based fleet management system
- Monitoring/reporting your own best practices
- Supporting decentralized fleets
- Reducing administrative costs
- Integrating data – our unique system stores entire life-cycle details

Please see **Exhibit A** for a case study illustrating ARI's expertise with The State of Georgia.

2.3.2.10 Has your firm ever been terminated from a project before project completion? If yes, please explain.

No, ARI has not ever been terminated from a project prior to project completion.

2.3.2.11 Does your firm have any pending litigation against it? If yes, please explain.

ARI is a corporate entity that employs approximately 2,200 people, is qualified to do business in all 50 states and has offices in 17 locations. At any time, there may be a number of pending lawsuits involving ARI. ARI is not involved in any litigation that could materially affect the company's financial position, nor has ARI ever been involved in any litigation related to non-performance.

2.4 Project Goals and Objectives

Some project goals and objectives may be tangible based on historical data, in which case, historical annual data is provided in 2.2. Background and Current Operating Environment. In instances where historical annual data is available, a specific empirical annual objective is provided in the table immediately following the objective. In those cases, the State intends for the Vendor to provide responses outlining its methodology to meet or surpass the objective, existing programs which meet or surpass the objective requirement, and a timeline for implementation based on the data provided in 2.2 Background and Current Operating Environment that is known. Some project goals and objectives may be intangible or not supported by specific historical data in 2.2 Background and Current Operating Environment. In those cases, the State intends for the Vendor to provide responses outlining its methodology to meet or surpass the objective, existing programs which meet or surpass the objective requirement, and a timeline for implementation based on the data provided in 2.2 Background and Current Operating Environment that is known.

2.4.1 **Goal: Provide comprehensive fleet services for constitutional and non-constitutional government entities:**

2.4.1.1 Objective: Implement integrated fleet services that meet the current and future needs of the State of West Virginia as specified in 2.2 Background and Current Operating Environment.

ARI welcomes the opportunity to work with The State of West Virginia's current and future needs to provide comprehensive fleet services to all State vehicles as directed by The State of West Virginia. ARI will work with each agency to determine the scope of services that best fits the requirements within each agency in conjunction with the FMO and implement the programs appropriately.

ARI currently has a fleet partnership with some of the agencies within the FMO and we will continue to build those partnerships by fine tuning the programs in place and adding new programs as necessary. In some instances we can undertake a re-implementation initiative to ensure that ARI programs and processes effectively meet The State of West Virginia's current needs.

This is also an opportunity for ARI to review changes in best practices throughout the various program offerings as well as identifying additional cost savings measures to benefit The State of West Virginia. For those agencies currently not utilizing ARI services we will support the FMO in providing education and training to increase participation. As new agencies come on board ARI's dedicated implementation team will work the agency to ensure a smooth transition. During this process ARI will set implementation schedules and timelines to meet the scope of work.

2.4.1.2 Objective: Implement data analytical service management using integrated, browser client-server applications for the following core processes:

As a current ARI client, The State of West Virginia has access to a multitude of comprehensive features on ARI *insights*®, ARI's web-based fleet management system including the ability to manage driver, vehicle and compliance management. This real-time fleet management program allows users to manipulate and manage all fleet data, view the data in text or graphical formats, and download into Excel, text files, and other standard formats. All fleet data is available real-time.

ARI *insights* can also deliver analytical data for the following core processes identified by the State:

2.4.1.2.1 Fleet utilization management

Through the use of ARI *insights*, each State of West Virginia ARI *insights* user can customize their "dashboard," or home page, choosing from numerous displays, individualized menus, a versatile navigation bar, toolbars, and more. Each personalized dashboard can have any combination of menus, toolbars, tabs, zones, reports, key performance indicators (KPIs), alerts, and RSS news feeds. These tools give the ability to manage by exception and receive the information in a timely manner.

ARI's team of vehicle acquisition analysts will work together to create the best possible applications for The State of West Virginia's fleet needs. Our consulting begins with the development of vehicle specifications. ARI analyzes the specialized fleet requirements including operating conditions, annual mileage, maintenance programs and other variables to ensure we choose the best unit to do a particular job and perform at the lowest cost per mile.

2.4.1.2.2 Fleet selector list development

Suzanne Cravens currently serves as the State of West Virginia's Account Development Representative (ADR). Suzanne will work with each individual agency within the FMO to develop the proper, cost-effective specifications for your fleet. She will analyze the life cycle cost of a new vehicle including depreciation, interest expense, administrative fees, anticipated maintenance cost, anticipated down time and fuel to arrive at the best possible cost for each vehicle.

ARI's secure, web-based vehicle pricing system PriceNet® ensures timely and accurate vehicle ordering. Once the vehicle selector is established, The State of West Virginia fleet personnel can store specs by client code, year/make/model, driver qualifications, etc. The system displays interior and exterior colors plus additional options.

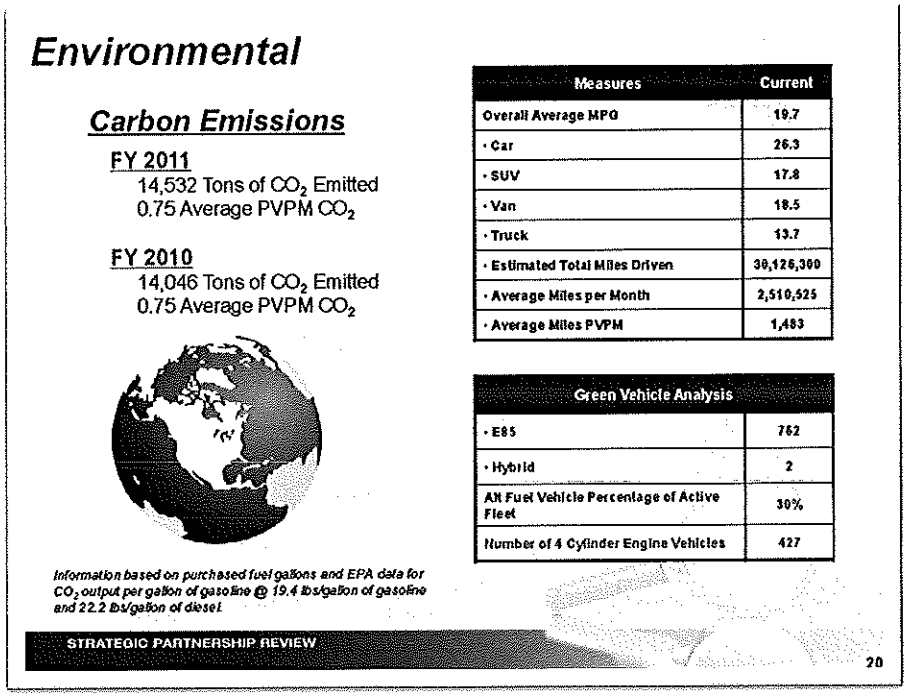
It automatically confirms selected options and colors, and it gives alerts to changes in trim level descriptions, or if the vehicle has exceeded build out. ARI can also build an on-line vehicle selector catalog where all approved State of West Virginia vehicle selectors are stored for vehicle ordering. This catalog can be hosted on The State of West Virginia's website.

2.4.1.2.3 RFx specification development

ARI will work closely with The State of West Virginia fleet personnel to develop precise vehicle specifications based on your requirements. These specifications will be built in PriceNet and can be retrieved at any time for vehicle ordering.

2.4.1.2.4 Carbon Footprint benchmarking and reduction

ARI has presented The State of West Virginia with CO2 reporting based on fuel consumption data as part of the Strategic Partnership Review. This information is also accessible through ARI *insights*.



Environmental

Carbon Emissions

FY 2011
14,532 Tons of CO_2 Emitted
0.75 Average PVPM CO_2

FY 2010
14,046 Tons of CO_2 Emitted
0.75 Average PVPM CO_2

Measures	Current
Overall Average MPG	19.7
• Car	26.3
• SUV	17.8
• Van	18.5
• Truck	13.7
• Estimated Total Miles Driven	30,126,300
• Average Miles per Month	2,510,525
• Average Miles PVPM	1,483

Green Vehicle Analysis	
• E85	762
• Hybrid	2
Alt Fuel Vehicle Percentage of Active Fleet	30%
Number of 4 Cylinder Engine Vehicles	427

Information based on purchased fuel gallons and EPA data for CO_2 output per gallon of gasoline @ 19.4 lbs/gallon of gasoline and 22.2 lbs/gallon of diesel.

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ARI's EnviroFleet consultants will work closely with The State of West Virginia to help you monitor, measure, and modify your fuel efficiency and corresponding emissions.

Whether it's helping clients choose more fuel-efficient vehicles, evaluating alternative fuel options, initiating driver-training programs designed to eliminate fuel-wasting behaviors, or aiding in the development of a comprehensive fuel management program, ARI's strategic consultants design comprehensive solutions to give our clients a competitive advantage in their respective industries.

2.4.1.2.5 Maintenance Management

ARI's maintenance management program is designed to maximize your fleet availability, and minimize your maintenance expenses. It is ARI's goal that, through our managed maintenance program, we achieve more savings per vehicle, per month, through post-warranty recovery and negotiated savings than the program costs. In our last Strategic Performance Review, the savings for the last two fiscal years were $36.64 per vehicle per month in 2010 and $26.78 per vehicle per month in 2011.We accomplish this through proactive preventive maintenance, an open vendor network structure, pricing transparency, controlling authorizations for unscheduled maintenance, aggressive post warranty recovery, utilizing predictive analytics on maintenance trends, and focusing on fleet efficiency.

The State of West Virginia is currently enrolled on ARI's Maintenance Management program and currently has the ability to access detailed, real-time maintenance repair information on-line via ARI *insights*®, for every repair performed on each enrolled vehicle. This data includes an itemized breakdown of parts and labor for each purchase order including any technician notes and messages related to the repairs.

Capturing critical vehicle maintenance data enables ARI to identify fleet expense trends for proper cycling and specification of vehicles. Data is available for building custom reports for The State of West Virginia that can be retrieved on demand.

2.4.1.2.6 Driver Behavior assessment and compliance

ARI Driver Excellence reaches beyond safety, and manages the total driver impact on your bottom line. We designed it specifically to help your fleet run more efficiently and help you achieve your strategic objectives through adherence to driver "best practices." Our program optimizes driver productivity and safety as well as the value of fleet assets by putting greater accountability for driving behavior directly into the hands of drivers and giving fleet managers greater capability to enforce fleet policy. Our Driver Risk Assessment and Management Tools wrap risk management into a centralized source and enable you to take action precisely when and where it is needed.

Our Driver Excellence Program includes the following services:

- Motor Vehicle Records (MVRs)
- Driver Risk Assessment
- Hazard Perception Evaluations
- Online Training Modules
- Driver Watch
- Policy Training Modules
- Accident Management

ARI integrates all vehicle and driver information collected through each of the above components in real-time through ARI *insights*, allowing you to build and maintain individual risk profiles. This comprehensive reporting also allows fleet managers to monitor overall compliance.

2.4.1.2.7 Fleet cycling (replacement management)

ARI's online Vehicle Replacement Analysis Model (VRAM) develops vehicle replacement guidelines based on lifecycle cost and downtime minimization. Customized for each client, the model takes into consideration many different factors, prioritizes the replacement needs of the entire fleet, and recommends what the expenditure should be to optimize the return on investment.

2.4.1.2.8 Total cost of ownership analytics

ARI *insights* has a Life Cycle Cost Analysis tool that provides ARI clients with all of the necessary information to compare vehicle costs and project operating costs of a vehicle. Results can be saved for future viewing, exported to Excel, and link directly into the vehicle configuration tool without exiting the system. Cost figures can be adjusted through parameters set by the user – geographic location, driving habits, months, miles, fuel price, incentives, and residual and highway versus city driving percentages – to accurately predict fuel costs. This customization provides an accurate prediction of vehicle costs.

The system is based on independent sources of industry data, and includes cost components such as: acquisition price, fleet incentives, depreciation, interest, fuel and maintenance.

2.4.1.2.9 Cost management and cost containment

ARI *insights* gives The State of West Virginia the ability to view and create custom reports using billing detail and summary pages and also display true life of vehicle costs (cost per month and/or cents per mile/km) by expense category. ARI *insights* provides great control for a fleet manager to identify trends, exceptions and expenses and to formulate cost reductions and achieve efficiency increases. ARI also currently assists The State of West Virginia with cost management by ongoing strategic scorecards and annual performance reviews.

2.4.1.2.10 Industry best practice modeling

Because ARI carefully plans your specifications and cycling, you will enjoy a greater advantage when negotiating with vehicle manufacturers and upfitters. Your vehicle and equipment suppliers have secure order volume and can plan their material and people requirements on a projected basis, resulting in a lower price to you.

The State of West Virginia may also benefit by committing to early order placement with guaranteed model year price protection.

In addition, ARI's Strategic Consultants can perform a best practice vehicle selector analysis to ensure The State of West Viriginia is utilizing best practices for vehicle selectors.

2.4.1.2.11 Supply chain management

ARI's industry leading supply chain management tool delivers a comprehensive range of status codes for vehicles progressing through the order and delivery process. We integrate production status data from both manufacturers and body companies (when applicable).

ARI receives daily electronic feeds from all major chassis manufacturers, and most body and equipment upfitters and transport companies. Our staff of truck and equipment delivery specialists proactively obtains status from all other companies involved in the supply chain, including component suppliers.

Our web-based ARI *insights*® system provides your fleet personnel with access to continual status updates for all vehicles throughout the supply chain. System users can customize their main page "dashboard" to view alerts on supply chain exceptions, as well as Key Performance Indicators (KPIs) for supply chain performance.

The State of West Virginia can view the status of their entire supply chain in one spot. We also offer complete data integration with our client's own enterprise resource systems (ERPs). We can push and pull data files to your FTP server in a fully automated environment and support data encryption. We will map our data to your own organizational hierarchy and accounting codes to streamline your payables process. We will incorporate data from all points, including existing fleet providers, and operations around the world to deliver a centralized, global fleet information system.

2.4 .1.2.12 Garage management

ARI is the first and only fleet management company that provides an all-inclusive management solution for fleets that utilize outside vendors and operate internal maintenance facilities. ARI's Garage Management System (GMS) helps manage technicians, vehicle preventive maintenance (PM) schedules, and unscheduled repairs and parts inventories – while simultaneously consolidating all vendor-in/vendor-out data.

ARI's GMS is a module within the ARI *insights* system that integrates data for all in-house maintenance with vendor-out information to ensure the lowest possible total cost of ownership. By tracking data from internal and external sources, GMS opens new doors for the future of The State of West Virginia's maintenance portfolio. GMS makes it easy to increase patronage of external shops, balance your vendor mix, and track total cost of ownership. This provides better control over labor allocation needs – both immediate and long-term.

GMS contains a parts inventory system that adjusts inventory levels as parts are applied to work orders. The system prevents work orders from closing without parts assigned, ensuring a more accurate accounting for parts usage. When inventory reaches a preset parts reorder point, GMS automatically pushes parts orders to preferred parts vendors.

GMS provides high level and detail reports on all mechanic's hours and tasks. Labor time reports can be fed directly to integrated payroll systems. Labor efficiency is improved through system features such as barcoding of parts and repairs, ATA code look up, quick access to all vehicle repair history whether performed in-house or by an outside vendor, automatic routing of repair approvals, ability to access the system through a web browser by unlimited users, and system help guides.

By using GMS as part of a multi-faceted maintenance strategy, your fleet will enjoy cost savings through a more efficient repair process. Here are just a few ways GMS can improve productivity and lower operating costs:

- Consolidated, comprehensive vehicle maintenance history eliminates unnecessary repairs and assists in identifying repairs under warranty
- Customized reporting allows for proactive identification of cost reduction opportunities and repair trends
- Blending multiple systems into GMS eliminates task duplication
- Barcode scanning allows technicians to quickly enter parts and labor data into the system
- Customized PM notification lowers repair costs and increases compliance
- Productivity measures offer better time management and controls
- Benchmarking capabilities allow you to analyze performance and results both internally and externally
- Vendor-out repairs undergo controlled authorization through ARI's ASE-certified technicians at our two 24/7/365 toll-free Technical Resource Centers

The system not only simplifies fleet maintenance, it also allows The State of West Virginia to track all vehicle activity including new vehicle delivery, licensing renewal, IFTA/IRP, DOT and ANSI inspections, accident repairs, vehicle replacement and remarketing. In addition, GMS interfaces with your company's Enterprise Resource Planning (ERP) systems, ensuring data integrity, decreased administrative burden and, ultimately, the lowest indirect costs.

ARI hosts the application on your behalf, performing all upgrades and modifications from our global headquarters. Our technology call center staff also provides no-cost customer training and technical help for all ARI systems.

2.4.1.3 Objective: Implement narrative and graphical performance reviews for the FMO (consolidated) and state spending units (by spending unit billing code),no less than annually to demonstrate achieved cost savings for the state and spending units as well as identifying other service areas with the potential to achieve increased cost savings or cost containment for the state and spending units.

ARI provides quarterly, semi-annual or annual Strategic Performance Reviews at no additional cost. Performance reviews involve your account management team and a thorough review of all aspects of your fleet account. This includes benchmarking, industry averages, trending and other measurements that identify fixed and variable expense reduction opportunities for establishing best-in-class practices and procedures:

- Time savings associated with vehicle acquisition
- Best practices cycling history
- Vehicle remarketing benchmarks
- Maintenance savings resulting from post-warranty recovery and repair negotiations

- Savings achieved by unleaded vs. premium fuel purchases
- Recommendations for implementing best practices and why

ARI conducted The State of West Virginia's most recent Strategic Performance Review on November 30, 2011. During this review we identified a partnership savings of $1,606,609 over the past two years in controlled authorization, purchase order savings and national account vendor usage.

2.4.1.4 Objective: Implement user training ensuring users can:

2.4.1.4.1 Demonstrate a high-level understanding of fleet browser client server applications.

2.4.1.4.2 Utilize reporting functionality.

ARI currently hosts quarterly meetings at its global headquarters in Mount Laurel, New Jersey for fleet representatives from various State of West Virginia agencies to review ARI *insights* capabilities. ARI representatives also attend any fleet sponsored events held by The State of West Virginia on an ongoing basis.

In addition, Suzanne Cravens, The State of West Virginia's dedicated Account Development Representative conducts webcasts and onsite training for new and existing FMO clients. For example, Suzanne recently provided ARI *insights* training on site for The Department of Natural Resources.

In addition, our technology call center staff provides no-cost customer training and technical help for all ARI systems and reporting functionality. ARI's technical team members have a complete background of Internet and database systems. The team can conduct training sessions at our headquarters, at The State of West Virginia's facility or webcast through the Internet. They provide daily telephone support to answer questions and resolve technical hardware/software issues. In addition, ARI's systems include a Help feature with system documentation and virtual training, which is online and complete with video and narration. The State of West Virginia fleet personnel can customize their personal ARI *insights* dashboard to include the following help-related key performance indicators (KPIs) and alerts:

- ARI insights on-line help
- ARI insights training classes
- ARI insights virtual trainer

2.4.1.5 Objective: Capture, integrate, and provide National Highway Transportation Safety Administration safety data and vehicle recall information to driver and spending unit fleet coordinator using a browser Client-server application.

Authorized fleet personnel can customize their ARI *insights* "dashboard" to view the following recall-related Key Performance Indicators:

- Open Recalls – Displays your fleet's open recall status and age of recall.
- Open Recalls By Make - Displays your fleet's open recalls by make of vehicles.

Recall alerts are viewable through ARI *insights.* However, ARI also offers an internal recall notification process that supplements the existing manufacturer recall process. This service is available for Ford, Chrysler and General Motors vehicles purchased through ARI. This service is comprised of three components:

The first is an email reminder pushed directly to the driver, (assuming we have a driver email on file) indicating that there is an open recall on the vehicle, and asking the driver to take the vehicle to the dealer for resolution. These reminders will continue on a monthly basis until the manufacturer closes the recall.

The second component is the tracking mechanism built into ARI's Intellifleet system, which will mark the vehicle with an "open recall" flag. Whenever a technician is speaking with a driver, the flag will remind the representative to verbally let the driver know that there is an open recall on their vehicle, and ask that the driver take the vehicle to a dealer for resolution. Additionally, when the ARI technician is speaking directly with an OEM dealer, he/she will confirm that the recall is being performed.

The third component is the reporting capability built into ARI's data warehouse. The State of West Virginia can be provided with reports for their entire fleet (or filtered by defined criteria) indicating which vehicles in their fleet have an open recall.

2.4.1.6 Objective: Implement a toll-free telephone number for a maintenance management contact center.

State of West Virginia drivers currently dial 1-800-CAR-CARE for required maintenance and repair assistance to speak with the first available ASE certified technician at one of ARI's three Technical Resource Centers located in Maple Shade, New Jersey; Grapevine, Texas and Houston, Texas.

2.4.1.7 Objective: Implement a maintenance management contact center that is available to the state twenty-four (24) hours daily, including weekends and holidays.

ARI is the only fleet management company that staffs three Technical Resource Centers – in Maple Shade, NJ, Houston, TX and Grapevine, TX – operating 24/7/365 and staffed with ASE-certified technicians who interact with fleet personnel and drivers for maintenance, breakdown and claims issues and with vendors to negotiate pricing and provide approvals.

Our state-of-the-art call center system integrates the two centers seamlessly, fielding calls according to the next available service technician regardless of his/her location.

2.4.1.7 Objective: Implement a payment mechanism for preventive maintenance such as coupon, virtual coupon, limited value service card, or browser client-server application that does not require pre-authorization by a driver prior to use.

ARI issues customized preventive maintenance schedules and easy-to-use coupons to The State of West Virginia's drivers that meet both the requirements of The State and the vehicle manufacturer. Drivers can coordinate maintenance directly with a repair facility, and can only request the services printed on each coupon. ARI's network of National Account vendors and independent repair facilities accept these coupons as purchase orders, expediting the process by eliminating pre-authorization from your staff and not burdening drivers with out-of-pocket expenses. Exception reporting identifies outstanding PM work, and email notifications remind drivers when scheduled preventive maintenance is due.

ARI also offers a service card for use at all participating vendors for the purchase of ancillary maintenance items such as windshield wiper fluid, extra oil, etc. The limits on this card can be set by The State of West Virginia.

2.4.1.8 Objective: Implement maintenance management based on but not limited to established parameters such as time, calendar, odometer, power take off, or operating hours.

ARI's maintenance management parameters can be tailored to meet the requirements of this objective. These parameters are flexible by each agencies requirements. ARI will continue to work with The State of West Virginia in developing customized parameters that meet all of your needs.

2.4.1.9 Objective: Implement a browser client-server preventive maintenance application that is driver-centric and can produce maintenance reminders using Email or SMS and notify spending unit fleet coordinators when established thresholds are pending or have been exceeded.

ARI sends email notifications to remind drivers when scheduled preventive maintenance is due. These reminders are triggered automatically based on odometer readings or intervals. In addition, ARI's Exception reporting identifies outstanding PM work.

The State of West Virginia spending unit fleet coordinators can set their customized dashboard in ARI *insights* to receive alerts to display vehicles with overdue maintenance.

2.4.1.10 Objective: Implement a browser client-server maintenance and repair application for light-duty vehicles that provides real-time, line item visibility of maintenance and repair outcomes (invoices, work orders, or work requests), including narrative comments (if applicable) which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings.

The State of West Virginia can access detailed, real-time maintenance repair information on-line via ARI *insights*, for every repair performed on each enrolled vehicle.

This data includes an itemized breakdown of parts and labor for each purchase order including any technician notes and messages related to the repairs. Any warranty recovery activity is available as well.

2.4.1.11 Objective: Implement repair service management based on but not limited to established thresholds such as time, calendar, odometer, power take off, or operating hours, estimated cost, and existing statewide contracts.

ARI will continue to work with The State of West Virginia to set up customized repair thresholds specific to The State of West Virginia's requirements and the requirements of the vehicle manufacturers.

2.4.1.12 Objective: Implement management of third-party logistics vendors (3PL).

ARI will work closely with The State of West Virginia to manage its third-party logistics vendors. ARI has the unique ability to deliver unsurpassed connectivity for The State of West Virginia's fleet maintenance system needs. Our exclusive approach provides you with a consolidated view of your divergent fleet data through ARI *insights*, fully integrating provider systems and data, interfacing with The State of West Virginia's enterprise resource planning (ERP) systems, and third party providers maintaining a central database for all fleet information.

2.4.1.13 Objective: Implement a browser client-server application that demonstrates warranty recovery results by 3PL for each spending unit.

ARI's intellifleet system tags vehicles for warranty recovery.

As part of ARI's managed maintenance program, ARI's technicians review all published manufacturer's campaigns, recalls, and known problems when coordinating vehicle repairs. If a vehicle is eligible for up-front warranty, the technician will direct the driver to the dealership accordingly.

If ARI recognizes a pattern of failure, we will negotiate with the various manufacturers or national accounts on items even if they have exceeded their stated warranty period. We submit claims to the manufacturer's warranty representative for review.

Through the use of ATA coding, ARI can identify failure trends across all client fleets, putting us in a better negotiating position with manufacturers.

ARI is often successful in recovering dollars in this area due to the large number of repairs we process, our ability to build a strong case, and our long-standing relationships with our vendors. There is no fee for this service.

2.4.1.13.1 3PL provides the lowest repair cost to the state.

ARI's ultimate goal is to secure the lowest repair prices for The State of West Virginia. ARI's ASE certified technicians control authorization by scrutinizing all repairs requested by the servicing vendor, verifying time to complete the repairs, parts pricing, and labor rates as compared to published national guidelines. The technicians will also examine The State of West Virginia's specific program parameters and vehicle history to verify the appropriateness of the repair.

2.4.1.13.2 3PL executes real-time odometer entry and account receivable processing

ARI receives real-time odometer entry readings when a vehicle is taken to a repair facility as part of the repair process. ARI *insights* provides algorithms to ensure accurate odometer readings. ARI pays the vendors electronically within 2-3 business days through its Intellipay payment process.

2.4.1.13.3 3PL is within reasonable proximity to vehicle location 0 five (5) miles.

ARI will work with the State of West Virginia to find the closest possible repair vendor.

2.4.1.13.4 3PL uses Original Equipment Manufacturer (OEM) or equivalent, warrantied parts during vehicle warranty period. Post OEM warranty coverage period, the 3PL uses OEM or equivalent after-market parts whichever is most cost-effective.

ARI ensures all vendors use OEM or equivalent after-market parts.

2.4.1.13.5 3PL recovery of ninety (90%) or more of warrantied part's value through part replacement by the 3PL or reimbursement by the part's manufacturer.

ARI ensures all vendors use OEM or equivalent after-market parts.

2.4.1.13.6 3PL payment credit or reimbursement of (90%) percent or more of the manufacturer part's "Warranty Recovery" clearly identified on spending unit invoice or reimbursement check detail if payment is made by check.

Any post warranty recovery will appear on The State of West Virginia's M invoice clearly associated with the appropriate vehicle.

2.4.1.14 Objective: Implement and manage a maintenance management contact center available to drivers and fleet coordinators 24/7/365.

ARI is the only fleet management company that staffs three Technical Resource Centers – in Maple Shade, NJ, Houston, TX and Grapevine, TX – operating 24/7/365 and staffed with ASE-certified technicians who interact with fleet personnel and drivers for maintenance, breakdown and claims issues and with vendors to negotiate pricing and provide approvals.

Our state-of-the-art call center system integrates the two centers seamlessly, fielding calls according to the next available service technician regardless of his/her location.

2.4.1.15 Objective: Implement and manage a 24-hour roadside assistance program with the following core functions:

2.4.1.15.1 Toll-free assistance line

Through ARI's Roadside Assistance Program, your drivers can call ARI's toll free technical resource center 24/7 to get onsite assistance for concerns such as flat tires, dead batteries, lock-outs, mechanical break downs, and so on. ARI's ASE certified technicians will identify your driver's exact location, and then dispatch an appropriate vendor to provide assistance.

2.4.1.15.2 Emergency towing service

Our technicians take care to confirm that the vendor has the capability to perform the needed service for the type of vehicle involved. A tow vendor that can handle a sedan or light duty pickup truck may not have the right equipment to tow a Class 8 tractor. The steps we take to match vendor capability to the specific type of vehicle in need of assistance helps to minimize vehicle downtime.

ARI also confirms that the vendor will be able to respond in an acceptable timeframe. This is especially important during weather-related events, when an entire area may be inundated with requests for roadside assistance. We use a closed-loop system to ensure that roadside assistance arrived as promised.

2.4.1.15.3 Tire-changing service

Yes, ARI's Roadside Assistance program includes a tire changing service.

2.4.1.15.4 Battery jump service

Yes, ARI's program also includes a service to jump your existing battery or tow the vehicle to the nearest repair shop for the installation.

2.4.1.15.5 Lockout service

Yes, ARI's program includes a lockout service for drivers who are locked out of their vehicle.

2.4.1.15.6 Integration with maintenance and repair services management objectives so that drivers and agency fleet coordinators may contact a primary point of contact.

ARI's Roadside Assistance program is integrated with maintenance and repair services. All of the information pertaining to the call is documented in ARI's system so that any ASE certified technician can serve as a point of contact. We provide management tools, such as system alerts that inform you of towed vehicles.

Knowing when vehicles are down is very important for mission-critical fleets. By putting this information at your fingertips, ARI enables you to make operational adjustments in a timely manner, helping you maintain service levels to your customers.

ARI takes steps to protect your bottom-line as well. Whenever a vehicle is under warranty, we attempt to first use the manufacturer's roadside assistance program in order to minimize your costs. All expenses that result from roadside assistance are conveniently billed to you on a consolidated monthly invoice.

2.4.1.16 Objective: Implement a browser client service application for agency-tailored garage management and parts inventory management.

ARI provides an all-inclusive management solution for fleets that utilize outside vendors and operate internal maintenance facilities. ARI's Garage Management System (GMS) helps manage technicians, vehicle preventive maintenance (PM) schedules, and unscheduled repairs and parts inventories – while simultaneously consolidating all vendor-in/vendor-out data.

2.4.1.17 Objective: Implement a browser client service application providing one-click access to maintenance and repair services management data.

The State of West Virginia can access detailed, real-time maintenance repair information on-line via ARI *insights*, for every repair performed on each enrolled vehicle. This data includes an itemized breakdown of parts and labor for each purchase order including any technician notes and messages related to the repairs.

2.4.1.17.1 American Trucking (ATA) Codes (or equivalent)

ARI tracks maintenance expenditures down to an 8-digit ATA code level, which allows identification of failure rates at the component level, and generation of more accurate forecasting models. ARI utilizes this valuable data in negotiations with the manufacturer for post warranty consideration, and to make recommendations on vehicle specification configurations and adjustments to preventive maintenance schedules.

2.4.1.17.2 Chilton Labor Guide (or equivalent)

ARI's technicians will scrutinize all repairs requested by the servicing vendor, verify time allotted to complete the repairs, parts pricing, and labor rates as compared to published national guidelines. The technician will also examine The State of West Virginia's customized parameters and vehicle history to verify the appropriateness of the repair. This ensures that parts prices, labor rate, and labor time are within acceptable and competitive price ranges for the geographic area and eliminates unnecessary repairs, which translates into an overall reduction in operating expenses for The State of West Virginia.

ARI ASE certified technicians use Chilton's Parts and Labor Estimating Guides and Mitchell's Parts and Labor Estimating Guide for ARI issued work orders. The ARI Garage Management System does not support Labor guides at this time although ARI would be willing to discuss this further as a part of the contract for adding this type of enhancement.

2.4.1.18 Objective: Implement the integration of new vehicle delivery, used vehicle decommissioning and disposal, licensing, fuel, accident, and vehicle data changes.

ARI's web-based fleet management tool, ARI *insights*®, allows fleet personnel to reach, retrieve and manipulate their company's entire range of fleet data in real-time except for fuel transactions and production status, which are updated once daily. The flexibility to view data online in text or graphical formats with the ability to export to Excel is unsurpassed in the industry.

With the ability to view and create custom reports using billing detail and summary pages and also display true life of vehicle costs (cost per month and/or cents per mile/km) by expense category, ARI *insights* provides great control for a fleet manager to identify trends, exceptions and expenses and to formulate cost reductions and achieve efficiency increases.

2.4.1.19 Objective: Implement a browser client-server application for payroll reporting and labor hours that is integrated with garage management and parts management data

ARI's Garage Management System provides high level and detailed reports on all mechanic's hours and tasks. Labor time reports can be fed directly to integrated payroll systems. Labor efficiency is improved through system features such as barcoding of parts and repairs, ATA code look up, quick access to all vehicle repair history whether performed in-house or by an outside vendor, automatic routing of repair approvals, ability to access the system through a web browser by unlimited users,

and system help guides. Customized reporting and system files for payroll are available anytime upon request.

2.4.1.20 Objective: Integrate accounts payable functionality for 3PL invoices with garage management and part inventory management data.

ARI's Garage Management System (GMS) integrates data for all in-house maintenance with vendor-out information to ensure the lowest possible total cost of ownership. By tracking data from internal and external sources, GMS opens new doors for the future of The State of West Virginia's maintenance portfolio. GMS makes it easy to increase patronage of external shops, balance your vendor mix, and track total cost of ownership. This provides better control over labor allocation needs – both immediate and long-term.

2.4.1.21 Objective: Implement a browser client-server application for part management which includes:

2.4.1.21.1 First-in/first-out functionality

First-in/first-out functionality accounting is currently supported within the ARI Garage Management System.

2.4.1.21.2 Stock Keeping Unit (SKU) management

The system's bar-coding capability allows your company to track parts usage as well as simplify the preventive maintenance process. When the technician scans the barcode on the part's packaging, the part is attached to the open work order and reflects its appropriate cost. The parts inventory database updates instantly, ensuring you reorder items before depleting stock completely.

2.4.1.21.3 Manufacturer cross-reference

ARI's Garage Management System supports this functionality

2.4.1.21.4 Integrated parts replenishment across multiple spending unit garages or 3PL suppliers with automated ordering through integrated alert system (agency garages) or email and fax.

ARI's Garage Management System supports this functionality through our order manager. This function incorporates ease of use when replenishing onsite inventory. This process also combines bar coding on order invoices.

2.4.1.22 Objective: Implement notification by on-screen alert to garage supervisor, service write, and service technicians upon parts arrival and inventory update.

The ARI Garage Management System currently does not support on screen parts arrival alerts at this time, although ARI would be willing to discuss this further as a part of the contract for adding this type of enhancement.

2.4.1.23 Objective: Implement e-mail notification to user group (driver and supervisor) and garage supervisor on vehicle status

The ARI Garage Management System currently does not support e-mail notification for vehicle status, although ARI would be willing to discuss this further as a part of the contract for adding this type of enhancement.

2.4.1.24 Objective: Implement barcoding to record labor hours, asset management, parts inventory, work order creation, and other user-defined templates.

The system's bar-coding capability allows your company to track parts usage as well as simplify the preventive maintenance process. When the technician scans the barcode on the part's packaging, the part is attached to the open work order and reflects its appropriate cost. The parts inventory database updates instantly, ensuring you reorder items before depleting stock completely.

You can also assign barcodes to routine preventive maintenance procedures. A single swipe of a pre-printed sheet can populate the work the order, including parts and labor. ARI's Garage Management System does not support vehicle manufacturer barcodes at this time, although ARI would be willing to discuss this further as a part of the contract for adding this type of enhancement.

2.4.1.25 Objective: Implement garage management reporting of garage performance both internally (in-house) and externally (3PL sublet).

ARI provides an all-inclusive management solution for fleets that utilize outside vendors and operate internal maintenance facilities. ARI's Garage Management System (GMS) helps manage technicians, vehicle preventive maintenance (PM) schedules, and unscheduled repairs and parts inventories – while simultaneously consolidating all vendor-in/vendor-out data.

2.4.1.25.1 Fully-burdened labor rate

ARI's Garage Management System supports this reporting. ARI would incorporate The State of West Virginia's reporting requirements during contract inception.

2.4.1.25.2 Parts turn rate

ARI's Garage Management System supports this reporting. ARI would incorporate The State of West Virginia's reporting requirements during contract inception.

2.4.1.25.3 Parts inventory

ARI's Garage Management System supports this reporting. ARI would incorporate The State of West Virginia's reporting requirements during contract inception.

2.4.1.25.4 Staffing levels

ARI's Garage Management System supports this reporting. ARI would incorporate The State of West Virginia's reporting requirements during contract inception.

2.4.1.25.5 Labor hours

ARI's Garage Management System supports this reporting. ARI would incorporate The State of West Virginia's reporting requirements during contract inception.

2.4.1.25.6 Work requests missing parts

ARI's Garage Management System supports this reporting. ARI would incorporate The State of West Virginia's reporting requirements during contract inception.

2.4.1.25.7 Work request history

ARI's Garage Management System supports this reporting. ARI would incorporate The State of West Virginia's reporting requirements during contract inception.

2.4.1.25.8 Controlled authorization savings

This functionality is supported through ARI's vendor-out scenario utilizing ARI's maintenance management programs.

ARI's ASE certified technicians control authorization by scrutinizing all repairs requested by the servicing vendor, verifying time to complete the repairs, parts pricing, and labor rates as compared to published national guidelines. The technicians will also examine The State of West Virginia's specific program parameters and vehicle history to verify the appropriateness of each repair.

2.4.1.26 Objective: Implement and manage a leased vehicle program.

ARI offers two leasing options: closed-end and open-end. ARI's closed-end lease is a typical consumer lease generally with a fixed interest rate applied. The lessor bases the payment on cost of money, expectation for actual depreciation, internal overhead and risk premium. ARI's open-end lease is the lessee's most flexible method of leasing. The lessee's objective is to select an appropriate amortization schedule so that book value and the actual value of the vehicle are close to the same when the lessee turns in the vehicle, thus minimizing monthly lease payments.

The State of West Virginia can also purchase new vehicles through ARI. We refer to vehicle purchases as "Neos." When the manufacturer invoices ARI, The State of West Virginia pays 100 percent of the purchase price and is the titled owner of the vehicle.

2.4.1.26.1 An existing vehicle is no longer operable and/or is impractical to repair and requires replacement temporarily until a new vehicle is purchased.

ARI can arrange for a short or long-term rental while the options for vehicle replacement are being considered. The State of West Virginia also has the ability to purchase a stock vehicle from dealer inventory rather than a factory order purchase for a quicker turn around. ARI can arrange for pickup of the old vehicle and remarket the vehicle for The State of West Virginia or arrange to transfer the unit to The State's Surplus Property Division for The State to remarket the vehicle.

2.4.1.26.2 An additional vehicle is needed for a new employee temporarily until a new vehicle is purchased.

ARI will arrange low cost, high quality daily rentals when a vehicle is down for repairs or temporary transportation is required. Most bookings are scheduled immediately and, with 24-hour notice, the vehicles can be delivered or the driver is picked up.

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

2.4.1.26.3 An additional vehicle is needed for a new agency function, mission, or program until a new vehicle is purchased.

ARI can arrange for a short time rental vehicle until the new vehicle is purchased.

2.4.1.26.4 An additional vehicle is needed to support seasonal or short-term projects/programs.

Long term rentals can also be arranged for seasonal or project term employees. Should the State of West Virginia want to arrange for a vehicle to be used from a vehicle pool, ARI can offer this option as well.

2.4.1.26.5 Replacement reporting to monitor the status of leased vehicles and indicate the ongoing replacement cycle of leased vehicles based upon mileage and length of service thresholds.

For customers who enroll on ARI's Outsourced Fleet Administration program, each year your dedicated Fleet Administrator will provide The State of West Virginia with a replacement report indicating which vehicles are due to be replaced. Once an approved replacement report is sent back to ARI, the dedicated Fleet Administrator will initiate the ordering process.

If The State of West Virginia elects ARI's standard customer service structure which The State is currently enrolled, the dedicated Client Support Services Representative and/or Account Development Representative assigned to your account will assist your Fleet Manager with this process. In addition, The State of West Virginia fleet personnel also have the ability to build and monitor reports directly within ARI *insights*.

2.4.1.26.6 Upon receipt of a state contract order, order each vehicle directly with the appropriate manufacturer.

Once ARI receives an order, an order specialist uses our internal system to review the specifications, select a delivery dealer or location, ensure all State of West Virginia coding is correct and verify if any additional body and equipment for the vehicle is compatible with the chassis selection if applicable. ARI's system then transmits the order to the manufacturer.

Order accuracy is tracked as part of our Partners In Excellence program. Our 2012 goal is to maintain total order errors at 0.01 percent of total vehicle purchase costs and to place all new orders within an average of 2 days. Year-to-date, we have achieved these goals.

2.4.1.26.7 Deliver leased vehicles to the State's Surplus Property Division in Dunbar, West Virginia.

ARI can arrange delivery directly to The State of West Virginia's Surplus Property Division in Dunbar, West Virginia.

2.4.1.27 Objective: Implement a standard lease agreement (hereafter referred to as MVLA) meeting West Virginia Constitutional requirements.

ARI will implement a standard Motor Vehicle Lease Agreement with The State of West Virginia meeting all constitutional requirements.

2.4.1.28 Objective: Implement a separate MVLA for each leased vehicle.

Yes, ARI can implement a separate MVLA for The State of West Virginia for each leased vehicle.

2.4.1.28.1 The lease term may be variable in twelve (12) month increments for a final period not to exceed fort-eight (48) months. After the final period, the lease may be extended on a month-to-month basis until terminated by written notification from the FMO to the Vendor.

Yes. ARI's minimum lease term for cars is 12 months. Our minimum lease term for trucks is 24 months. If The State of West Virginia wishes to keep a vehicle in service after the lease term, i.e. the vehicle is fully depreciated, ARI charges a $25.00 monthly fee until the vehicle is terminated along with program fees for any optional management programs.

2.4.1.28.2 Included (base) mileage for each vehicle lease may be 25,000 miles annually.

In an open-end lease scenario there is no annual mileage limit.

For the vehicle and categories identified in Table 2.4.1.28, please provide the following information in the vendor response for Goal 2:4.1:

Lease Cost Analysis – Table 2.4.1.28				
	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
Model Year	2012	2012	2012	2012
Make	Chevrolet	Dodge	Ford	Chevrolet
Model	Impala	Grand Caravan Minivan	Econoline Wagon Van*	Sierra 2500HD*
Trim Level	Sedan (1WF19)	Passenger Minivan (RTKH53)	E-350 Passenger Van (E3B)	Pickup (TK20903)
Capital Cost Data				
Vehicle Invoice Price	$24,997	$23,585	$30,335	$31,126.70
Manufacturer General Lease Incentive	($2,000)	($1,500)	($1,500)	($2,500)
Vendor Procurement and Handling (includes all fees and charges)	($800)	($800)	($800)	($800)

Total Capitalized Cost	$22,197	$21,285	$28,035	$27,826.70
Finance Data				
Lease Interest Rate	2.650%	2.650%	2.650%	2.650%
Basic Interest Rate Index	3 Year Swaps	3 Year Swaps	3 Year Swaps	3 Year Swaps
Admin. Fee/Factor Schedule	$0.45/$100 (112X)	$0.45/$100 (112X)	$0.45/$100 (112X)	$0.45/$100 (112X)
Lease Term	12	12	12	12
Depreciation Period (Months)	12	12	12	12
Fixed Interest Index (Months)	12	12	12	12
Lease Rate Payment Data				
Actual Months in Service	12	12	12	12
Estimated Miles in Service	25,000	25,000	25,000	25,000
Total Lease Paid at Turn-in	$22,641.23	$21,710.98	$28,596.07	$28,383.60
Monthly Lease	$1,886.77	$1,809.25	$2,383.01	$2,365.30
Lease Cost Data				
Capitalized Cost	$22,197	$21,285	$28,035	$27,826.70
Remaining Book Value	$0.00	$0.00	$0.00	$0.00
Estimated Resale (use Commercial	$11,200	$16,500	$12,000	$15,700

Black Book)				
Sale over/under Book Value	($11,200)	($16,500)	($12,000)	($15,700)
Net Effect Data				
Net Lease	$11,441.23	$5,210.98	$16,596.07	$12,683.60
Net Effective Lease Per Month	$953.44	$434.25	$1383.01	$1,056.97
Net Effective Depreciation Per Month	4.13%	1.87%%	4.77%	3.63%%

ARI provided a 12 month depreciation rate based on The State of West Virginia's request. This is ARI's typical recommendation for a lease term.

* Vehicle 3 "SL" trim level
* Vehicle 4 "Work Truck" trim level
* BBCI is a benchmarking tool for past sales performance not a forward looking residual value estimator. ARI has used ALG for estimated resale values in this proposal

2.4.1.29 Objective: Implement a program where MVLA lease payments transferred or assigned by the Lessor (hereafter referred to as Vendor) to a subcontractor, 3PL payment service, assignee, or finance company are requested in advance, in writing to the FMO, and prior to the leased vehicle being ordered. Additionally, the program ensures the proposed subcontractor, 3PL payment service, assignee, or finance company: a) registers as a vendor with the State of West Virginia; b) requests in writing to accept payment on behalf of the Vendor; and c) states their willingness to accept the terms and conditions stipulated in the MVLA.

ARI may utilize financial institutions for funding, but shall remain the vendor for all services provided and all invoicing will come through us. We cannot agree to have our banks sign up with the State, nor can we provide written notice prior to an order of which institution will be financing a specific vehicle.

2.4.1.30 Objective: Implement a process to ensure that leased vehicle title and registration document read: (Vendor) c/o WV DOA FMO.

Yes. ARI will ensure the vehicle titles read (ARI) c/o WV DOA FMO.

2.4.1.31 Objective: Implement a process whereby FMO furnishes written orders for vehicles to be leased, specifying make, model, and equipment requirements including any modification or upfitting by the manufacturer or third party.

The State of West Virginia's dedicated account management team will work with The State of West Virginia to develop a process that meets your requirements.

ARI's team acquisition analysts will work together to create the best possible applications for The State of West Virginia's fleet needs. Our consulting begins with the development of vehicle specifications. ARI analyzes the specialized fleet requirements including operating conditions, annual mileage, maintenance programs and other variables to ensure we choose the best unit to do a particular job and perform at the lowest cost per mile.

ARI's extensive specialized upfitting vendor network includes more than 2,000 upfit vendors. ARI's equipment specialists handle after-market equipment upfitting and are responsible for obtaining quotes, issuing purchase orders, tracking and reporting status, and approving invoices.
We base our selection on product quality, turnaround time, aftermarket support, and pricing. We also review vendors for financial strength and necessary insurance. ARI ensures the upfitter completes vehicles on a timely basis, meets all FMVSS standards, and certifies the completed vehicle.

2.4.1.32 Objective: Implement a program fee rate structure for items contained in 2.5 Mandatory Requirements that ensures lease vehicles receive fee rates for mandatory requirements equal to state-owned vehicles, e.g., if state-owned vehicles are charged $X.XX for accident management, leased vehicles should aslo be charged $X.XX for accident management.

The same program fee structure will apply for leased or State owned vehicles.

2.4.1.33 Objective: Implement a process whereby the Vendor sells each leased vehicle. Upon sale of each leased vehicle, the Vendor retains any costs which it may have incurred in transportation and marketing of the vehicle, fees paid (including auction fees), and repairs or replacements necessary to merchandise the vehicle, to arrive at the net resale proceeds for calculation of lease rate adjustments.

ARI shall meet these requirements through our BuyDirect program.

This unique remarketing service meets the needs of companies who want to control the sale price, monitor the entire transaction online and quickly generate used vehicle proceeds. BuyDirect also eliminates all vehicle remarketing sales fees.

ARIBuyDirect.com allows you to sell vehicles three to four weeks faster compared to traditional markets. This service is ideal for decentralized fleets who want local control of sale prices and quick payment. The program features:

- Website for The State of West Virginia to consign vehicles to ARI, view status, and accept offers online
- Quick pick up of your vehicles
- Inspection and photos for each vehicle posted online
- Sale turn over in as fast as 3 to 4 days
- Check proceeds sent to The State of West Virginia within 48 hours
- Decals will be removed and documentation provided if required
- No sale fees or sale expenses

Through ARIBuyDirect, we can also purchase your surplus inventory that may be grounded at one or more of your locations. We come to your location, inspect the inventory and provide you with a price in just a few days. No more dealing with multiple local buyers who cherry-pick the best of your fleet and leave you with less desirable vehicles.

ARI purchases any type of vehicle including cars, light trucks, medium and heavy trucks and even a wide variety of equipment individually or in large quantities.

2.4.1.34 Objective: Implement a process whereby the Vendor pays to the FMO as a lease rate adjustment on automobiles and light trucks (under 10,000 GVWR),100% of any excess of the net resale proceeds over the depreciated value of the vehicle. If the net resale proceeds are less than the depreciated value of the vehicle, the FMO pays to the Vendor as a lease rate adjustment for the amount of such deficiency, provided that the Vendor guarantees to the FMO minimum net resale proceeds equal to 25% of the Capitalized Value at the beginning of the initial lease term. If the FMO elects to extend beyond the initial lease term, the Vendor guarantees 25% of the fair market value of the vehicle at the inception of the concluding month's extension period. "Fair Market Value" is defined as the resale value for automobiles and light trucks (under 10,000 GVWR) as reported by Black Book Official Used Vehicle Market Guide as published by National Auto Research Division, Hearst Business Media Corporation or its successor publications or publishers as of the publication date immediately preceding the last day of the month which immediately precedes the month in which termination of the particular lease vehicle occurs.

ARI's current lease contract guarantees to the lessee minimum net resale proceeds equal to 20% of the capitalized value at the beginning of the initial lease term. ARI agrees with the rest of this requirement.

2.4.1.35 Objective: Objective: Implement a program whereby FMO may use lease vehicles for any legal purpose. Vehicles leased under a Contract may not be operated outside the contiguous United States. Title to each leased vehicle remains in the name of the Vendor c/o WV DOA FMO, but the vendor has no control or supervision of the operation of the leased vehicle.

Yes can title vehicles as request and FMO may use leased vehicles for any legal purpose

2.4.1.36 Objective: Deliver leased vehicles to the FMO, no later than fifteen (15) days prior to the expiration of the first and any subsequent license period, documents which may be necessary for FMO to obtain state license tags, certificates of title and similar permits for the authorized operation of the vehicle.

ARI will supply to the FMO any documents necessary for the FMO to meet all licensing requirements no later than 15 days prior to expiration.

2.4.1.37 Objective: Administer the disposal of lease vehicle terminated by the FMO:

ARI's system links a used vehicle with its replacement unit during on-line ordering. Unless the driver is purchasing the used vehicle through ARI's Employee Sale Program, the driver will turn in the used vehicle when the new vehicle replaces it.

If there is no replacement new vehicle, The State of West Virginia can individually terminate surplus vehicles online using ARI *insights*, and we will arrange to have the vehicle picked up your designated location.

2.4.1.37.1 Arrange for vehicle pickup.

Two weeks prior to the anticipated new vehicle delivery, ARI assigns the used vehicle to a remarketing outlet and provides all information necessary for pick up. The outlet will call ahead of time to schedule pickup of the used vehicle. Once the new vehicle is delivered, the used vehicle will automatically come out of service. If the used vehicle was not turned in at time of delivery, the outlet will alert ARI via email or a phone call and we will investigate and pursue the status of the used vehicle by contacting the driver and, if necessary, the FMO. Once the vehicle is secured at the remarketing outlet, the outlet notifies ARI immediately via a secure data electronic feed.

2.4.1.37.2 Send termination notices to agencies and vehicle drivers.

All termination notices are available for viewing on ARI *insights*. If the State of West Virginia requires ARI to send termination notices to agencies we can comply with this requirement.

2.4.1.37.3 Sign related disposal documents including odometer statements.

ARI will sign all required sale documents. After an ARI agent picks up a used vehicle, a trained condition report writer/inspector compiles a used vehicle condition report containing notes on the general condition, mechanical operation, damage and interior/exterior appearance of the vehicle. We request formal repair estimates on an as-needed basis, which appear on the report as well. Photos are included for every vehicle. The State of West Virginia can view the condition reports and photos online through ARI *insights* after the vehicle is sold.

2.4.1.38 Objective: Implement a program whereby the Vendor warrants that it is the sole and absolute owner of the lease vehicle; that the Vendor has the right to lease the vehicle to the FMO; that the vehicle is free of encumbrances at time of delivery to the FMO (other than the interest of an Assignee, that the Vendor will not cause the vehicle to become subject to lien or encumbrance; that the Vendor will not sell, assign, lease or otherwise dispose of the vehicle except as provided above; and that the Vendor will do nothing to disturb FMO's full right of possession and enjoyment of the vehicle and the exercise of all the FMO's rights with respect to the lease vehicle as provided by a Contract.

Yes, ARI complies with this requirement

2.4.1.39 Objective: Implement a program whereby the FMO is permitted to sub-lease lease vehicles in a Contract to other governmental entities. In the event FMO sub-leases any vehicles subject to a Contract to be used or operated by any present or future subsidiary, parent or affiliate of the FMO (hereafter referred to as "Related Governmental Entity"), The FMO agrees that notwithstanding: (a) use or operation by a Related Governmental Entity; (b) any direction by FMO to the Vendor to invoice a Related Governmental Entity; and (c) any payment made by a Related Governmental Entity with respect to the lease vehicle, all such lease vehicles shall at all times remain subject to the terms and conditions of the Contract and the FMO shall at all times retain authority under the Contract.

Yes, ARI complies with this requirement

2.4.1.40 Objective: Implement a browser client-server fringe application which is integrated with vendor-provided maintenance, repair service, and garage management applications.

ARI's program offers three convenient options for submitting business and personal mileage information: 1) ARI's Driver *insights*® website and 2) any web-enabled phone or 3) speech enabled interactive voice response (IVR) using a dedicated, toll-free number. Drivers can view their mileage history and imputed income online as well, while you can view all driver data through our web-based ARI *insights* system.

ARI *insights* integrates all data from maintenance, repair and garage management activity as well as personal mileage in one system so all of your fleet related data is at your fingertips when you need it.

2.4.1.41 Objective: Implement a fringe program that meets Internal Revenue Service substantiation requirements as required by the Internal Revenue Service (IRS) Publication 15-B, Employer's Tax Guide to Fringe Benefits, published under U.S. Code Title 26.

ARI's Fringe Program meets all Internal Revenue Service requirements mentioned above.

Our program offers flexible report calculations including the Annual Lease Value (ALV) method (IRS approved), fuel charges, employee payments (client-provided or ARI-calculated) and optional penalties for non-compliant drivers. ARI has a department fully dedicated to ensuring clients are up-to-date and compliant with IRS guidelines.

Standard reports include the Imputed income and Non-Compliant Driver Reports, which are provided quarterly. Custom reports are available upon request. At year-end, ARI provides an electronic file for payroll processing.

2.4.1.42 Objective: Provide trip logging and calculation functionality for official use, personal use, employee-owned vehicle mileage reimbursement, and rental car use.

As an enhancement to ARI's mileage reporting program, our Daily Trip Log System enables drivers to list all trips in an electronic log throughout the month. At month's end, The State of West Virginia drivers submit the log and it writes the fringe record. These logs are available on ARI *insights*, by driver for auditing purposes. This log service is available at an additional cost to the base mileage reporting program fee.

2.4.1.43 Objective: Provide reporting workflow that includes employee, employee supervisor or Spending Unit Fleet Coordinator, and others as designated by the FMO.

ARI will work with The State of West Virginia to customize a workflow that meets your needs. ARI has numerous data fields for capturing this information and can also integrate with any State human resource data base to keep information in sync.

2.4.1.44 Objective: Implement a browser client-server toll, citation, and violation reporting application which is integrated with maintenance, repair service, and garage management applications.

ARI offers multi-tiered programs to address both parking and toll violations. ARI sends an email notification to the driver upon ARI's receipt of a violation. For those drivers without an email address in our system, we send the original violation to the driver. The State of West Virginia fleet personnel will be able to view digital copies of all violations, as well as alerts and key performance indicators, through ARI *insights,* including:

- Drivers that have paid violations through the collections website
- Drivers that are disputing violations through the collections website

- Violations that are pending reimbursement from the driver
- Violations where there is no available or valid e-mail address in our system
- Drivers that are disputing violations through the collections website
- Violations distribution by type of infraction (i.e. Red Light, Speeding, Parking, Toll, etc.)
- Violations distribution by specific state
- Violations distribution by Status (Paid, Processed, Credited, Voided)
- Violations billed on invoice (thresholds can be set by dollar amount, violation type, date range, etc.)

We can also supply an optional monthly report showing monthly and year-to-date activity by driver and division.

2.4.1.45 Objective: Provide a payment process for tolls, citations, and violations for enrolled state-owned, leased, rented (By the Vendor), or operated vehicles.

ARI processes all incoming violations on a daily basis and enters them into ARI *insights,* ARI's Web-Based Fleet Management System. Within 72 hours ARI e-mails the violation directly to The State of West Virginia's e-mail address on file in ARI's system based on specific parameters. The e-mail will contain a hyperlink directing the driver to a secure payment page for prompt payment. Drivers can also view unpaid violations via ARI Driver *insights®,* ARI's driver portal and access the secure payment website.

2.4.1.46 Objective: Pay toll, citations, and violations for enrolled state-owned, leased, rented (by the vendor), or operated vehicles throughout West Virginia, Virginia, Kentucky, Ohio, Maryland and Pennsylvania.

ARI automatically pays the violation on the driver's behalf and bills you the amount of the violation plus a processing fee. Or, ARI can pay the violation, and send the driver a collection notice instructing him/her to reimburse you for the violation charge plus the processing fee, which your drivers can pay through our driver collection website.

Should you incur a toll violation, it is ARI's policy to pay the toll and violation fees as soon as notification is received in order to prevent further penalties and collection agency and legal action. Furthermore, we will look into the matter with the appropriate toll authority on your behalf.

2.4.1.47 Objective: Include separate toll citation and violation detail on monthly invoice for state spending units.

ARI's billing system is flexible and can segregate these charges.

2.4.1.48 Objective: Implement a browser client-server driver behavior management application which is integrated with maintenance, repair service, and garage management applications.

ARI Driver Excellence reaches beyond safety, and manages the total driver impact on your bottom line. We designed it specifically to help your fleet run more efficiently and help you achieve your strategic objectives through adherence to driver "best practices."

Our program optimizes driver productivity and safety as well as the value of fleet assets by putting greater accountability for driving behavior directly into the hands of drivers and giving fleet managers greater capability to enforce fleet policy. Our Driver Risk Assessment and Management Tools wrap risk management into a centralized source and enable you to take action precisely when and where it is needed.

Our Driver Excellence Program includes the following services:

- Motor Vehicle Records (MVRs)
- Driver Risk Assessment
- Hazard Perception Evaluations
- Online Training Modules
- Driver Watch
- Policy Training Modules
- Accident Management

ARI integrates all vehicle and driver information collected through each of the above components in real-time through our web-based reporting system, ARI *insights*®, allowing you to build and maintain individual risk profiles. This comprehensive reporting also allows fleet managers to monitor overall compliance.

2.4.1.49 Objective: Monitor motor vehicle records (MVR's), collision incidents, and other driver monitoring events as designated by the FMO.

ARI has a sophisticated MVR ordering and retrieval system that identifies high-risk drivers quickly and accurately using the program's advanced filtering and reporting capabilities.

Our MVR points program assigns a pre-defined number of points to each violation regardless of which state the offense took place. This allows clients whose fleet operates in multiple states to compare "apples to apples" within their fleet. We can customize our standard point system to suit your needs.

ARI posts most electronic MVR results on ARI *insights* within 24 to 48 hours of being received, but the turnaround time from the states varies.

We can also run MVRs for drivers' spouses and children.

ARI integrates all vehicle and driver information collected through all Driver Excellence components in real-time through ARI *insights*, allowing you to build and maintain individual risk profiles. ARI will monitor all driver events as directed by The State of West Virginia.

2.4.1.50 Objective: Administer driver authorizations and request MVRs based on FMO-defined criteria or thresholds.

ARI will work directly with The State of West Virginia drivers to collect electronic release forms to obtain their Motor Vehicle Records (MVRs).

We will establish a permission form on our ARI Driver *insights* website, and send drivers emails with a link and instructions on how to complete the form. We will also utilize this opportunity to validate the driver's information.

Once we have secured the driver's permission to retrieve their record, we will work with each state to request the report and post the results online for The State of West Virginia's review as soon as we receive them. Our MVR points program assigns a pre-defined number of points to each violation regardless of which state/province the offense took place. This allows The State of West Virginia, whose fleet operates in multiple states/provinces, to accurately compare drivers within your fleet. We can also customize our standard point system to suit your specific needs.

ARI can post all MVR points and overall risk profile on ARI *insights*. Individual abstracts can be sent to your Human Resources department upon request.

2.4.1.51 Objective: Objective: Ensure compliance with the federal Driver's Privacy Protection Act(DPPA) of 1994 and state statute or regulation governing MVR's available at http://uscode.house.gov/download/pls/18C123.txt and http://www.transportation. wv.gov/dmv/Forms/DMVForms/DMV-1 01-PS1 PS2-wf.pdf

ARI's Fringe Program is compliant with the Federal Driver's Policy Protection Act of 1994 and state regulations for acquiring Motor Vehicle Record checks.

2.4.1.52 Objective: Establish an overall driver behavior assessment for each fleet driver.

ARI's Risk Assessment program marries MVR and accident data together using a universal scoring system and assesses each driver's risk level. Each driver is categorized as either a low, medium or high risk. As a driver crosses from one risk threshold to another, corrective training modules are sent to the driver, specific to (each new) the violation or occurrence that caused the risk level change. The risk level thresholds can be customized to suit your criteria.

ARI provides several tracking and reporting elements that monitor driver risk levels on an ongoing basis. The State of West Virginia can keep abreast of training results of individual drivers, a group or entire organization. For instance, trainees with overdue lessons can be categorized by employee, group, primary drivers, for one specific lesson, some of the lessons or all of them. In addition, the administrator has the option to choose the length of time the lesson is considered overdue, and email reminders are automatically generated.

Reports on trainee performance can be generated for just one lesson or group, some of the lessons or groups or groups or all of them. The administrator also has options regarding how the trainee records are displayed (i.e., alphabetically, by group or by test score results). Full reports can be run on a specific trainee including a summary of the driver's training progress. All reports are available through our web-based ARI *insights* system and can be printed or downloaded to an Excel spreadsheet.

A series of alerts can be generated for drivers involved in accidents, MVR events, and so forth, and are delivered onto your Risk Manager's customized dashboard in our ARI *insights* system. This enables you to take action as soon as an event has been detected.

2.4.1.53 Objective: Assign, integrate, and manage specialized online driver training matched to a driver's behavior, vehicle, and job function

ARI recommends the use of training materials that reflect the latest government, law enforcement and industry safety information. ARI's program consists of a comprehensive, modular, multi-media training and testing program that covers a wide array of real-life driving situations and is available in three languages.

The content was created by a team of veteran police officers who specialize in traffic safety with more than 750 years of combined experience, and they have investigated more than 25,000 accidents.

Training courses can be assigned proactively across the entire fleet or assigned based on driver deficiency, vehicle and job function.

You can appoint ARI to administer the courses on a pre-determined frequency (monthly, quarterly, semi-annually, etc.) or as a package to new hires. You can also be setup as an administrator and assign modules to drivers on an individual basis as needed.

With more than 40 standard training modules available, ARI offers the most comprehensive collection of web-based driver safety training in the fleet management industry. The curriculum can be expanded to include customized modules to address specific needs such as fleet policy adherence, "green" driving, maintenance, and more.

2.4.1.54 Objective: Implement a browser client-server accident management application which is integrated with roadside assistance, maintenance, repair service, garage management applications.

With ASE-certified claims technicians available 24/7/365, ARI's accident management program administers the repair process efficiently while keeping drivers on the road. When a driver calls to report an accident, the technician takes a comprehensive accident report over the phone and within 60 minutes of taking the call emails a standard Loss Report to the liability carrier, your risk department, fleet manager and anyone else you stipulate. ARI oversees the entire process of returning your vehicle into service, including arranging for towing coordinating short term rentals, viewing estimates and appraisals and negotiating repair costs, monitoring repair progress, and following up on short-term rental returns.

The State of West Virginia fleet personnel can obtain up-to-date status on active or closed claims online through ARI *insights*. Additionally The State of West Virginia will have access to all POs, third-party information, subrogation status, driver MVR, etc. Images and police reports are also included. ARI's standard monthly reports include an Insurance Claims Analysis.

2.4.1.55 Objective: Provide core accident management services:

2.4.1.55.1 Twenty-four (24) hour support

Yes. ARI staffs our Technical Resource Centers with ASE Certified Claims Technicians 24/7/365.

2.4.1.55.2 Arrange towing service

ARI oversees the entire process of returning your vehicle into service, including arranging for towing service if necessary.

2.4.1.55.3 Provide consolidated billing for roadside assistance and repair service.

Yes. ARI can provide consolidated billing for roadside assistance and repair. These charges are reflected on the M invoice.

2.4.1.55.4 Provide subrogation activities for Vendor-leased vehicles. Subrogation activities for state-owned vehicles will remain with the West Virginia Board of Risk and Insurance Management.

For ARI leased vehicles, ARI can perform Subrogation activities. As soon as the accident report is complete, ARI beings the subrogation process by collecting damages from the responsible party. ARI consistently achieves high recovery results and has historically collected more than one-third of all money spent on repairs for our clients. Our experienced subrogation team has extensive insurance knowledge and resources to ensure the maximum recovery possible.

2.4.1.56 Objective: Provide, manage, or integrate browser client-server vehicle reservation application with integrated key control system a.g., Agile Fleet Commander, AssetWorks, Invers Mobility COCOS, etc. (or equivalent); and services.

ARI supports our customers pool vehicle needs today through our Vehicle Reservation System. This system today is not currently integrated with a Key Control system. ARI is currently in discussions with Inver Mobility for possibly supporting this type of functionality.

2.4.1.57 Objective: Provide, manage, and integrate a browser client-server asset management application with inventory and multi-criteria replacement methodologies, e.g., vehicle age, accrued mileage, life-to-date maintenance costs, predictive maintenance costs by automotive systems, manufacturer, VIN make, and VIN model.

Before a single vehicle is ordered, ARI reviews your current fleet, replacement criteria and schedule, budget, specifications, and usage. ARI analyzes operating conditions, annual mileage, maintenance programs and other variables to ensure that you choose the best unit at the lowest cost per mile. Using our Vehicle Replacement Analysis Model (VRAM), ARI develops replacement guidelines based on life cycle costs and downtime minimization. Additionally, we plan for your purchase/dispositions to coincide with optimum market conditions.

2.4.1.58 Objective: Provide, manage, and integrate a browser client-server toll, citation, and violation application to ensure the timely payment of tolls, citations, and violations; provide payment services and consolidated monthly billing for State vehicles.

ARI automatically pays the violation on the driver's behalf and bills you the amount of the violation plus a processing fee. We will then send the driver a collection notice instructing him/her to reimburse you for the violation charge plus the processing fee, which your drivers can pay through our driver collection website. ARI can send The State of West Virginia consolidated billing on all violations activity on a monthly basis.

2.4.1.59 Objective: Provide, manage, and integrate alternative fuels strategic consulting services for alternative fuel vehicle selector list development; and alternative fueling infrastructure planning.

Through best-practices tools and the latest technology, we can deliver strategies for vehicle right-sizing, spec'ing/selecting vehicles by work application, telematics-based route efficiency planning, and tracking emission reductions and savings. All of which helps fleet managers put vehicles on the road that are both environmentally- and fiscally-responsible.

ARI leads the industry in offering the broadest emissions reduction solution for car, truck and equipment fleets of all sizes and levels of complexity. We are uniquely qualified to help fleets with trucks and diesel vehicles lessen the environmental impact of nitrogen oxides (NOx) and particulate as well as carbon emissions.

ARI's sustainable transportation consulting services are labeled with our own EnviroFleet designation. Our EnviroFleet consulting team works with our clients to help them implement practices to improve efficiency, introduce sustainable alternative fuels, reduce their fuel consumption, and ultimately reduce their fleet's carbon footprint.

2.4.1.60 Objective: Integrate and manage browser client-server applications provided by the state's ERP vendor (currently CGI and Agile Assets). See 2.2 Background and Current Operating Environment.

ARI has the unique ability to deliver unsurpassed connectivity for The State of West Virginia's fleet system needs. Our exclusive approach provides you with a consolidated view of your divergent fleet data through ARI *insights*, fully integrating provider systems and data, interfacing with The State of West Virginia's enterprise resource planning (ERP) systems, and maintaining a central database for all fleet information.

ARI has experience integrating with several commercial ERP systems, including Maximus, PeopleSoft, SAP, Infinium, ProMiles, Business Objects, IBM Enterprise Information Portal (EIP), and Autodata just to mention a few. The size and scope of each of our integration projects vary. We've also developed custom fleet integration solutions such as real-time integration with Wright Express Portal, Alert Driving, (for driver risk assessment), Black Book, and vehicle remarketing auctions including AutoIMS, and On-Lane. We are also integrated with chassis manufacturers for ordering, status, and invoicing, as well as several upfitters.

We have several clients that we've built interfaces with SAP, and have been able to conform to their accounting structures. We will map our internal account codes to your accounting code structure so that all charges are presented with The State of West Virginia's internal coding. We have dozens of client code fields available to accommodate The State of West Virginia's coding structure, and can also assign specific cost centers based on ATA coding for repairs. We can also provide examples of client's SAP systems interfacing directly to ARI *insights* using a transparent single-sign on capability directly from the client's SAP screens.

Our IT support team will work closely with The State of West Virginia's team to identify and prioritize the different interface needs, agree on file layouts, write the interface, and test. This team will consist of experienced SAP integrators, and other developers experienced with systems integration.

2.4.1.61 Objective: Reduce the percentage of vehicles that are four years old and have 100,000 miles through the use of an automated asset management system.

ARI's maintenance system allows The State of West Virginia FMO to set tight parameters as vehicles age to ensure high-dollar repairs are avoided towards the end of the vehicle life. ARI can also assist with vehicle replacement projection reporting to identify units that should be terminated based on months/miles. ARI will work closely with The State of West Virginia to help you achieve your desired goals in 2013.

Fiscal Year Table 2.4.1.61	2013
Reduce the percentage of vehicles that are four years old and have 100,000 miles in the aggregate.	(8%)

Reduce the percentage of vehicles that are four years old and have 100,000 miles for the following class of vehicles: sedans	(6%)
Reduce the percentage of vehicles that are four years old and have 100,000 miles for the following class of	(7%)

2.4.1.62 Objective: Reduce the percentage of unresolved manufacturer recalls through the use of an automated recall management system.

The State of West Virginia ARI *insights* users will have access to manufacturer recall data through alerts and KPIs that are updated as information is obtained through manufacturers and repair facilities. The State of West Virginia fleet personnel can identify drivers who have not completed recall repairs, export data relating to the repair or communicate with drivers through the system.

Open Recalls by Age

Age Category	Open Recalls
<= 1 Month	12
1-3 Months	45
3-6 Months	21
6-9 Months	15
9-12 Months	0
> 12 Months	9
All Open Recalls	102

Open Recalls by Make

Make	Open Recalls
CHEVROLET	7
CHRYSLER	3
DODGE	62
FORD	8
JEEP	22
All Open Recalls	102

Fiscal Year Table 2.4.1.62	2013
Reduce the percentage of unresolved manufacturer recalls older than 30 days from notification by the manufacturer in the aggregate.	(10%)
Reduce the percentage of unresolved manufacturer recalls older than 30 days from notification by the manufacturer for the following class of vehicles: sedan.	(2%)
Reduce the percentage of unresolved manufacturer recalls older than 30 days from notification by the manufacturer for the following class of vehicles: truck (pick-up and SUV).	(16%)

2.4.1.63 Objective: Reduce the percentage of incidents and accidents annually through driver behavior assessment, training, motor vehicle record checks, and policy compliance activities.

ARI will work with The State of West Virginia to develop a customized driver behavior assessment and training program with the overall goal to reduce incidents and accidents for The State of West Virginia.

Fiscal Year Table 2.4.1.63	2013
Reduce the percentage of incidents and accidents annually through driver training, motor vehicle record checks, and policy compliance activities	(10%)

Vendor Response:

2.4.2 Objective: Achieve significant programmatic savings by effectively managing the consolidation, utilization, and total cost of ownership (TCO) of the fleet:

2.4.2.1 Objective: Demonstrate recent experience (within the past 5 years) providing and implementing fleet management programs and services for government entities.

ARI customizes solutions for the specialized requirements of city, county, state and federal fleets ranging from fewer than 1,000 to more than 20,000 vehicles. Our current portfolio includes over 15 federal, state and municipal entities representing more than 75,000 vehicles—representing nearly eight percent of our client base. Some of our public sector clients are New York City, the Tennessee Valley Authority, the State of Georgia, the State of New York, the State of Utah, the State of West Virginia, the State of Wisconsin, and others.

The innovative government-centric solutions we develop, including those shown below, succeed in helping clients cut expenses, even clients with aging fleets in which higher mileage typically leads to higher repair costs:

- Best-practices cost control
- Environmental compliance
- Merging mixed-fleet software
- Streamlining fleet and vehicle reporting
- Putting telematics to work as a productivity tool
- Accommodating small- and minority-owned business plans
- Integrating state-contracted vendors into our vendor network

2.4.2.3 Objective: Increase the percentages of vehicles that are centrally managed by the FMO through the use of automation.

ARI will support FMO with increasing participation in the fleet program through education, site visits and quarterly fleet forums.

Fiscal Year Table 2.4.2.3	2013
Increase the percentages of vehicles that are centrally managed by FMO in the aggregate.	(17%)
Increase the percentages of vehicles that are centrally managed by FMO for the following vehicle class: sedan.	(19%)
Increase the percentages of vehicles that are centrally managed by FMO for the following vehicle class: truck (pick-up and SUV).	(16%)

2.4.2.4 Objective: Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually.

ARI can provide customized reporting on miles driver to monitor vehicle that may be underutilized according to best practice standards. Historical data from the most recent Strategic Performance Review conducted for The State of West Virginia includes:

Miles Driven Range	Vehicle Count
Less than 500	199
500-1,000	383
1,000-2,000	922
2,000-3,000	367
3,000-4,000	79
4,000-5,000	13
5,000+	8

Fiscal Year Table 2.4.2.4	2013
Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually in the aggregate.	(90%)
Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually for the following vehicle class: sedan.	(91%)
Reduce the percentage of non-exempted vehicles being driven less than 1,500 miles monthly or 18,000 miles annually for the following vehicle class: truck (pick-up and SUV).	(84%)

2.4.2.5 Objective: Achieve a government sector (GS) total cost of ownership (TCO) in cents-per-mile that is lower than the private section (PS) TCO for the same vehicle classes. Baseline TCO is derived using Edmonds.com.

ARI has the ability to report on TCO (overall or at department level). Historical SPR data below reflects the following cost per mile on sold units for The State of West Virginia:

Sold -FY 2011	# Sold	Avg MIS	Avg Odometer	Total Billed	Cost Per Mile	Cost/ Vehicle/ Month
Cars	54	76	122,958	$261,248.63	$0.0393	$63.72
Pick Up Truck	14	78	127,852	$96,374.31	$0.0538	$88.82
SUV	74	85	117,191	$451,272.92	$0.0520	$71.96
Van	45	80	127,473	$265,144.95	$0.0462	$72.80
Total	187	80	112,129	$1,074,040.81	$0.0470	$71.14

Fiscal Year Table 2.4.2.5	2013
TCO (PS/GS) in cents-per-mile (CPM) in the aggregate. TCO includes depreciation, financing, fuel, insurance, maintenance, repair, fees and is computer on 15,000 annual miles using Edmonds.com.	PS $.55 GS $.42
Using Edmonds.com, TCO (PS/GS) in cents-per-mile (CPM) for the following Vehicle class: sedan. TCO includes depreciation, financing, fuel, insurance, maintenance, repair, fees and is computed on 15,000 annual miles using Edmonds.com.	PS $.65 GS $.37
TCO (PS/GS) in cents-per-mile (CPM) for the following vehicle class: truck (pick-up and SUV). TCO includes depreciation, financing, fuel, insurance, maintenance, repair, fees and is computed on 15,000 annual miles using Edmonds.com.	PS $.51 GS $.50

2.4.2.6 **Objective: Achieve programmatic savings equal to or greater than the current ratio of the monthly aggregate savings versus aggregate monthly programmatic charges.**

Fiscal Year Table 2.4.2.6	2013
Achieve programmatic savings equal to or greater than to the current ratio of the monthly aggregate savings versus aggregate monthly programmatic charges. Programmatic savings include controlled authorizations, centralized purchase order management, national account savings, reduced indemnification expenditures, net time value savings for lease vehicles, fuel loss control rates, etc.	10:1

The State of West Virginia's average per vehicle savings generated with ARI in the most recent Strategic Performance review identified an average savings of $36.64 per vehicle per month in 2010 and $26.78 per vehicle per month in 2011.

Vendor Response:

2.4.3 Goal: Improve compliance with the U.S. Energy Policy Act (EPAct 1992) available at http://www1 .eere.energy.gov/femp/regulations/epact1992. html while reducing greenhouse gas (GHG) emissions and supporting the West Virginia Green FleetInitiatives available http://www.fleet.wv.gov/green/Pages/default.aspx.

2.4.3.1 Objective: Improve the percentage of alternative fuel capable vehicles purchased or leased by the state through specification development, statewide contracts, and leasing agreements.

The Strategic Consulting group will work closely with The State of West Virginia in helping you meet your alternative fuel and green fleet requirements.

ARI's EnviroFleet consultants profile and benchmark a fleet's carbon footprint, determine the link between fuel use and fleet practices, and interpret the impact of CO2 and other chemicals the fleet releases into the air.

Then through Best Practice tools and the latest technology, we deliver strategies for vehicle right-sizing, spec'ing and selecting vehicles by work application, telematics-based route efficiency planning, and emission reductions and savings tracking. Through this process, ARI helps fleet managers put vehicles on the road that are both environmentally and fiscally responsible.

ARI continuously reaches out to professional and governmental organizations such as the Clean Cities Coalition, EPA's SmartWay Transport Partnership, and the Alternative Fuel Vehicle Institute (AFVi) to help the EnviroFleet program stay current on trends, legislation and technology.

Fiscal Year Table 2.4.3.1	2013
Improve the percentage of alternative fuel capable vehicles purchased	64%

2.4.3.2 Objective: Reduce annual greenhouse gas (GHG) emissions through the use of telematics technology and integrated reporting systems.

ARI understands our clients' desire to neutralize the climate impacts of their fleet operations. Through ARI's EnviroFleet® program, the everyday monitoring of vehicle emissions and environmental impacts is a structured part of our fleet management services. We address these issues throughout a vehicle's life cycle. By identifying the most cost effective ways to improve fleet efficiency and minimize its contribution to global warming, our clients will reduce greenhouse gas emissions in their fleet while still meeting their business goals.

We built in to our fleet services tools for analyzing and delivering "green" solutions that further reduce greenhouse gas emissions, thus adding greater value to the ARI programs the client is already using.

The following exemplify areas in which we proactively measure, manage and reduce greenhouse gas emissions from clients' fleets without increasing costs:

- Selector Development – Objective: increase efficiency and reduce emissions through improved vehicle selection and use

ARI's objective is to develop the proper, cost-effective specifications that address a fleet's use and requirements, which optimize all fleet incentives as well as obtain higher resale values. This includes identifying carbon emission levels for each vehicle on a client's selector and making alternative recommendations where applicable. On occasion, we have found a hybrid vehicle to be an optimal solution and have made these vehicle recommendations to our clients.

- Replacement cycling – Objective: analyze the environmental impact of vehicles in your fleet concerning age and types

Proper cycling removes vehicles before they are operating at a potential pollutant state and continuously brings in new vehicles to the fleet equipped with the latest pollution-reducing technology

- Maintenance management – Objective: address potential mechanical inefficiencies in their early stages that could drive up pollutants if left untreated

ARI promotes routine maintenance that keeps vehicles operating at optimal performance. Your vehicles are issued a maintenance schedule and easy-to-use coupons customized to meet both the requirements of the vehicle manufacturer and you. Exception reporting identifies outstanding PM work, and email notifications remind drivers when scheduled preventative maintenance is due.

- Fuel – Objective: use fuel more efficiently to cut pollution and save money

ARI will recommend alternate programs with OEMs and offer driver educational materials emphasizing the importance of driving habits that can improve a car's mileage per gallon; thereby cutting global warming pollution and producing fleet operating cost savings.

- Reporting – Objective: track and record best-practice performance

ARI will define a benchmark standard and outline a benchmarking procedure to later measure the performance of each recommended initiative. We will thoroughly review all recommendations with the client and deliver a detailed action plan and timeline.

Fiscal Year Table 2.4.3.2	2013
Reduce annual greenhouse gas (GHG) emissions through the use of telematics technology and integrated reporting systems.	(8%)

Attachment B: Mandatory Specifications Checklist

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sale discretion of the State.

2.5 Mandatory Requirements

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.5.1 Provide, manage, and integrate information system support for real-time, transactional data capture/retrieval and data warehousing between the Vendor and the FMO. Vendor data warehousing must be secure, on-shore, with redundant continuation of operations capability.

ARI shall comply.

2.5.2 Provide, manage, and integrate a browser client-server vehicle-leasing services application and leasing service including selector list development based on FMO criteria; replacement methodology development for leased vehicles replaced with leased vehicles; and lease vehicle services.

ARI shall comply.

2.5.3 Provide, manage, and integrate a browser client-server maintenance management and repair application that provides real-time, line item visibility of 3PL maintenance and repair vendor outcomes (invoices, work orders, or work requests), including narrative comments (if applicable) by the Vendor which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings to the State.

ARI shall comply.

2.5.4 **Integrate and manage the state's fuel only credit card program; and provide a browser client-server application to ensure fuel expenditures are appropriate; vehicle performance trends are satisfactory; and Vendor-to-agency monthly billings are accurate.**

ARI shall comply.

2.5.5 **Provide, manage, and integrate a browser client-server centralized account management and business intelligence services application to create master, central, separate account, subordinate division, subdivision, or location-specific hierarchical organizations (chart of accounts) for centralized and decentralized viewing, reporting, and administration as designated by the FMO. Vendor application must provide dynamic application filtering between hierarchical organizations and robust user administration to ensure user roles or the application itself can be adjusted by the FMO or hierarchical designees.**

ARI shall comply.

2.5.6 **Provide, manage, and integrate centralized billing services in which the Vendor pays downstream service provided in full based on Vendor/3PL negotiated pricing agreements for invoiced products or services provided and then subsequently bills state agencies according to an FMO provided chart of accounts (decentralized). Short-paying or penalizing independent downstream service providers (account payable) that do not have a Vendor/3PL negotiated pricing agreement creates an unfavorable perception of the State as an end user, creates inflated billing practice by the 3PL to recover the short-payment, is prohibited, and will result in contract termination.**

ARI shall comply. ARI does not participate in Short-pay practices.

2.5.7 **Provide, manage, and integrate a browser client-server application and institute agency tailored garage management systems at multiple locations and within multiple agencies.**

ARI shall comply.

2.5.8 **Provide, manage, and integrate a browser client-server (online) driver behavior assessment and training application to identify unsafe driver behavior and provide opportunities for refresher and remedial training to mitigate unsafe driver behaviors. Online courses delivered through the State Learning Management System must be provided in SCORM compliant format.**

ARI shall comply.

2.5.9 **Provide, manage, and integrate a browser client-server accident management application to ensure timely accident reporting and to identify drivers who may require additional training, driver behavior assessment, and electronic monitoring.**

ARI shall comply.

2.5.10 **Provide, manage, and integrate a browser client-server vehicle control application through the use of motor vehicle record (MVR) checks and FMO-designated policy compliance programs for authorized drivers and vehicles owned, leased, or operated by the State of West Virginia. MVR checks must comply with Division of Motor Vehicle policies and procedures for the driver license issuing state.**

ARI shall comply.

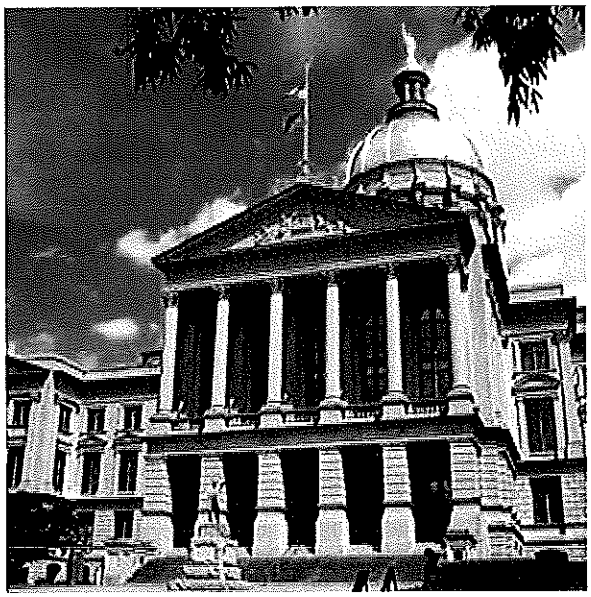
2.5.11 **Provide, manage, and integrate a browser client-server fringe benefit application which is driver and agency interactive and produces official vehicle trips logs to document vehicle use; produces IRS bulletin 15-B compliant fringe reports with imputed values (if appropriate) based on current IRS valuation rules; and ensures that drivers and agencies are meeting IRS monthly, quarterly, and annual reporting requirements. The fringe benefit application must be capable of integration with 3PL telematics and vehicle reservation equipment (GPS Insight, Green Road, Network Fleet, DriveCam, TeleNav, Inthinc, Telogis, Zonar, Agile Acces Control, or equivalents).**

ARI shall comply.

I certify that the proposal submitted meets or exceed all the mandatory specification of this Request for Proposal. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

Automotive Resources International (ARI)	(704) 556-2630 Phone (704) 556-2629 Fax
(Company)	(Contact Phone/Fax Number)
Heather Odean Heather Odean	**May 31, 2012**
(Representative Name, Title)	(Date)

Meeting the Unique Needs of Government Fleets



Government fleets face many of the same challenges as do their private sector counterparts. The difference, however, is that they are answerable to taxpayers for the money spent.

In the current economy, tax revenues necessary to maintain vehicles and keep them safe are down. At the same time, the demand for agency services is up, which means a need for savings is more important than ever. Under these conditions, many government fleets have tighter budgets, older units, and less room to experiment with solutions.

It's these very constraints that make ARI a great partner for these fleets. With the ability to provide quick, seamless solutions with real results, we're helping fleets operate more efficiently, and making wiser use of taxpayer dollars.

At a Glance:
Services for Government Fleets

ARI can customize a solution for any fleet. Some of the ARI services ideal for government fleets include:

- Leasing
- Acquisition
- Upfitting
- Remarketing
- Maintenance
- Fuel
- Roadside Assistance
- Driver Risk Assessment
- Accident Management
- Subrogation
- Web-based Tracking & Reporting

- Best-practices cost control
- Environmental compliance
- Merging mixed-fleet software
- Streamlining fleet and vehicle reporting
- Putting telematics to work as a productivity tool
- Accommodating small- and minority-owned business plans
- Integrating state-contracted vendors into our vendor network

ARI also offers supplemental services that can improve government fleet operations. These include:

- Specifications development that takes into account operating conditions, annual mileage, maintenance programs and other variables.

- Quarterly performance reviews that benchmark a fleet against itself and against government fleets of the same caliber.

- Strategic consultants who provide ongoing cost-improvement analysis and counsel, benchmarking, lifecycle costs, vehicle replacement optimization, remarketing alternatives, supply chain management, vehicle location/usage efficiency, and more.

- A customized Fleet Resource website for drivers featuring a contact directory, program descriptions, driver's manual, administrator-only information – nearly everything drivers require in order to streamline time-consuming administrative tasks.

Affordable Rates, Reliable Experts

Ed Finnegan, Director, Office of Fleet Management, DOAS, State of Georgia, said ARI's affordable pricing was what first appealed to the state; their service is what keeps them coming back. "Our partnership with ARI was based on competitive bidding from several vendors. I can say that we will continue the relationship based on the support of their staff," Finnegan said.

For the last 13 years the State has used ARI's maintenance management program, and recently added the roadside assistance program. They also recently rolled out ARI *insights*®, a web-based fleet management and reporting system.

"Data drives the fleet. ARI's maintenance program provides the tools to gather the data, and ARI *insights*® allows us to categorize it and push it back out to our agencies. This will save money and increase safety," Finnegan said.

Roger Kennedy, Motor Transport Specialist, Office of Fleet Management, DOAS, State of Georgia, elaborated on how the combination of ARI's maintenance program and expertise results in savings for the State.

"ARI has saved the State of Georgia money in the past. Most of this was based on the expertise of the Technical Call Center. Every week the tech center is involved in a cost savings issue. Here recently, a vehicle was taken to an independent repair vendor for front end work. The tech center recognized the issue and had the vehicle moved to a local dealer to get repairs covered under the warranty, resulting in a savings of $2,800. ARI has always been there for any assistance 24/7, and that in itself says a lot," Kennedy said.

Making Fleet Management Easy

With ARI's maintenance program, like the one the State of Georgia relies on, drivers simply use a coupon book to redeem preventative maintenance services. Drivers can take their work vehicle to any participating national account vendor or an independent vendor to perform the maintenance specified on the ARI coupons.

With numerous national account vendors, including AAMCO, Collision Experts Inc., Cottman Transmissions, Firestone, Goodyear, Grease Monkey, Hertz, Jiffy Lube, Maaco, Meineke, Michelin, Midas, Monro, Pep Boys, and Road America, drivers have many convenient options for getting service. In fact, drivers have access to 40,000 participating locations nationwide. Drivers can also take their vehicles to these providers (or an independent provider) for repairs.

"I have been involved with the ARI maintenance program for over 12 years with the State of Georgia, and ARI has always stepped in to assist when requested. ARI has always been the leader in making agencies feel the comfort of fleet management," Kennedy said.

Using ARI's vehicle maintenance program in conjunction with breakdown and accident services offers fleets a number of advantages, including no out-of-pocket expenses for drivers, 24-hour service, phone consultation with ASE-certified mechanics and priority service from vendors for ARI customers.

Kennedy said the round-the-clock availability of ARI's experts is a major benefit. "ARI is uniquely qualified to partner with government agencies based on its fleet expertise and the 24/7 hours," he said. "Since most state agencies don't have fleet managers to make decisions, ARI can assist in the best decision for the agency."

Services for All Government Fleet Needs

Beyond vehicle maintenance and roadside assistance, Finnegan and Kennedy said ARI has been able to assist with streamlining other areas of fleet management as well.

Recently, ARI has taken on the State of Georgia's asset management for more than 21,000 vehicles. While a major undertaking, Kennedy said the execution was flawless.

"Our changeover was seamless from the past provider," he said. "ARI stepped in and accepted the lead, trained hundreds of State of Georgia employees on the system, all within a 90 day timeframe."

Finnegan pointed to ARI *insights*® as a major innovation for their fleet. "We are always looking to improve our fleet operations," he said. "With the rollout of ARI *insights*®, we will finally be able to isolate and address utilization issues and eventually decrease the size of our fleet."

No matter the issue, ARI knows the unique needs of government fleets and can customize a solution for any government agency. For more information, contact ARI at 1-800-477-4715 or govfleet@arifleet.com.

Contact ARI

- Email us
- Call us: 856-778-1500

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	PAGE
FLT11919	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

VENDOR
*C15150224 856-778-1500
AUTOMOTIVE RENTALS INC
4001 LEADENHALL RD

MOUNT LAUREL NJ 08054

SHIP TO
DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/15/2012				

BID OPENING DATE: 05/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST,		
				2.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR PROPOSAL (FLT11919),		
				3.) CHANGE SECTION 2.2.3 TO READ RFP INSTEAD OF RFQ		
				4.) PROVIDE ATTACHMENT 1,		
				5.) EXTEND THE BID OPENING DATE:		
				TECHNICAL PROPOSAL OPENING DATE IS EXTENDED TO: 05/31/2012. BID OPENING TIME REMAINS: 1:30 PM		
				********** END ADDENDUM NO. 1 **********		
0001	1	EA		961-37		
				COMPREHENSIVE FLEET MANAGEMENT SERVICES		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Bill Rivetts	856-787-6518	5/29/12

TITLE	FEIN	
V.P. quality	210622527	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.

2. The State may accept or reject in part, or in whole, any bid.

3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required $125 fee.

4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.

5. Payment may only be made after the delivery and acceptance of goods or services.

6. Interest may be paid for late payment in accordance with the ***West Virginia Code***.

7. Vendor preference will be granted upon written request in accordance with the ***West Virginia Code***.

8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.

10. The laws of the State of West Virginia and the ***Legislative Rules*** of the Purchasing Division shall govern the purchasing process.

11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.

13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at **www.state.wv.us/admin/purchase/vrc/hipaa.html** and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.

2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.

3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

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DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: 05/17/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		961-37		

COMPREHENSIVE FLEET MANAGEMENT SERVICES

REQUEST FOR PROPOSAL
(RFQ)
OPEN END CONTRACT

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA FLEET MANAGEMENT OFFICE, IS SOLICITING PROPOSALS TO PROVIDE THE AGENCY WITH COMPREHENSIVE FLEET MANAGEMENT SERVICES PER THE ATTACHED SPECIFICATIONS.

A MANDATORY PRE-BID WILL BE HELD ON 04/27/2012 AT 1:00 PM AT THE AGENCY'S LOCATION AT 2101 LEET STREET, EAST IN CHARLESTON, WEST VIRGINIA.

INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.

AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Joseph R. [illegible]		5/11/12
TITLE J. P. Sales Supp	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	PAGE
FLT11919	2

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CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: 05/17/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.

ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.

TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.

VENDORS MAY CHOOSE TO ALSO SUBMIT QUESTIONS PRIOR TO THE PRE-BID MEETING FOR DISCUSSION AT SAID MEETING. QUESTIONS TO BE DISCUSSED AT THE PRE-BID MEETING MUST BE SUBMITTED NO LATER THAN 04/23/2012 AT THE CLOSE OF BUSINESS.

DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/04/2012 AT THE CLOSE OF BUSINESS.

ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.

VERBAL COMMUNICATION:ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING,

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Joseph R. [illegible]		5/11/12

TITLE V.P. Sales Support FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	PAGE
FLT11919	3

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

VENDOR
*C15150224 856-778-1500
AUTOMOTIVE RENTALS INC
4001 LEADENHALL RD

MOUNT LAUREL NJ 08054

SHIP TO
DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: 05/17/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING.

NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.

EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Joseph R. Fry		5/11/12
TITLE V.P. Sales Support	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	PAGE
FLT11919	4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

VENDOR
*C15150224 856-778-1500
AUTOMOTIVE RENTALS INC
4001 LEADENHALL RD

MOUNT LAUREL NJ 08054

SHIP TO
DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: 05/17/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....
SIGNATURE

.....ARI.....
COMPANY

.....May 17, 2012.....
DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009

ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Joseph R. Frey		5/11/12

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
V.P. Sales Support		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	PAGE
FLT11919	5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

VENDOR
*C15150224 856-778-1500
AUTOMOTIVE RENTALS INC
4001 LEADENHALL RD

MOUNT LAUREL NJ 08054

SHIP TO
DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: 05/17/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.

REV. 05/26/2009

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.

REV 07/16/2007

NOTICE

A SIGNED PROPOSAL MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
BUILDING 15
2019 WASHINGTON STREET, EAST
CHARLESTON, WV 25305-0130

THE PROPOSAL SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

PLEASE NOTE COST PROPOSALS SHOULD BE SEPARATELY SEALED AND CLEARLY LABELED.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Joseph R. [illegible]		5/11/12

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Support		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER	PAGE
FLT11919	6

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

VENDOR
*C15150224 856-778-1500
AUTOMOTIVE RENTALS INC
4001 LEADENHALL RD

MOUNT LAUREL NJ 08054

SHIP TO
DEPARTMENT OF ADMINISTRATION
FLEET MANAGEMENT OFFICE
2101 WASHINGTON STREET, EAST
BUILDING 17
CHARLESTON, WV
25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: 05/17/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

SEALED PROPOSAL

BUYER: KRISTA FERRELL-FILE 21

RFQ. NO.: FLT11919

BID OPENING DATE: 05/17/2012

BID OPENING TIME: 1:30 PM

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR PROPOSAL:
704-556-2629

CONTACT PERSON (PLEASE PRINT CLEARLY):
Heather Odean

****** THIS IS THE END OF RFQ FLT11919 ****** TOTAL:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Joyce R. [illegible] TELEPHONE DATE 5/11/12

TITLE U.S. Sales Support FEIN ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:
"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Automotive Resources International (ARI)

Authorized Signature: Joseph R. Fang Date: May 11, 2012

State of New Jersey

County of Burlington, to-wit:

Taken, subscribed, and sworn to before me this 11th day of May, 2012.

My Commission expires May 5, 2013.

AFFIX SEAL HERE **NOTARY PUBLIC** Celena Haug

CELENA HAUG
Notary Public
State of New Jersey
My Commission Expires May 5, 2013

TRAC CERTIFICATION

CERTIFICATION RELATING TO
"MOTOR VEHICLES OPERATING LEASES"
UNDER SECTION 7701 (h) OF THE INTERNAL REVENUE CODE

COMPANY: _____

ADDRESS: _____

_____

FEDERAL IDENTIFICATION NUMBER:_____-_____

The undersigned, _____, acting in
(Name)

the capacity of _____
(Officer's Title)

of _____
(Corporate Name)

(Herein the "Corporation") does hereby certify under penalties of perjury:

1. That the Corporation intends that the motor vehicles leased from Automotive Rentals, Inc. or ARI Fleet LT (herein, "Lessor"), under any lease agreement executed on or after August 28, 1987, to which Section 7701 (h) of the Internal Revenue Code of 1986 as amended applies, will be used more than fifty percent (50%) in the trade or business of the Corporation, and

2. That the Corporation has been advised that it will not be treated as the owner of the property subject to the agreements for Federal Income Tax purposes.

_____
(Signed)

_____
(Corporate Name)

_____
(Date)

SAMPLE

LEASE AND FLEET MANAGEMENT SERVICES AGREEMENT

Parties

The Lease and Fleet Management Services Agreement ("Agreement") entered into as of the day of , 201 , by and among ARI Fleet LT, a Delaware business trust, hereinafter called "ARI Fleet" and Automotive Rentals, Inc., a New Jersey corporation, located at 4001 Leadenhall Road, PO Box 5039, Mt. Laurel, New Jersey 08054, hereinafter called "ARI"; and , a corporation with its principal place of business at , hereinafter called "Lessee". ARI and ARI Fleet are at times referred to herein, individually or collectively as the context may require, as the "Lessor".

WITNESSETH THAT

The parties hereto intending to be legally bound hereby agree as follows:

Lease of Vehicles

ARTICLE 1. The Lessee shall lease new vehicles hereunder as may be from time to time ordered by it in accordance with the provisions hereof. The Lessor of each vehicle leased hereunder will be either ARI or ARI Fleet, as indicated on the individual Motor Vehicle Lease Agreement in the form attached hereto and marked Exhibit I ("MVLA"), pertaining to such vehicle. All vehicles leased hereunder shall be owned by, and titled and/or registered in the name of the Lessor. Should ARI Fleet be named as Lessor, ARI shall act as servicer in providing all duties under this Agreement. Each MVLA (including the portions of this Agreement incorporated therein by reference) issued hereunder is and will be an agreement of lease only and Lessee has no right or option to purchase the related vehicle at any time. Notwithstanding the fact that the parties to this Agreement intend to create a true lease and not a security agreement, to the extent that any court may determine that this Agreement or any MVLA is intended as security, Lessee hereby grants to Lessor a security interest in all of Lessee's right, title and interest in and to the vehicle leased pursuant to each MVLA issued hereunder and in all proceeds, products and substitutes or replacements thereof.

Ordering, Delivery and Acceptance of Vehicles

ARTICLE 2. a. Lessee shall furnish written orders for vehicles to be leased hereunder, specifying make, model, equipment, and delivery point within the United States of America, excluding the States of Alaska, Hawaii and the Commonwealth of Puerto Rico. For vehicle deliveries in Alaska, Hawaii or Puerto Rico, Lessor shall advise the cost of such vehicles for Lessee's acceptance. Purchases from dealer inventory (stock purchases) will be priced as indicated on Exhibit A.

b. Lessor agrees to deliver such vehicles to Lessee, subject to Lessor's ability to obtain sufficient vehicles of the type ordered in the time specified by Lessee, and subject to any other contingency beyond the control of Lessor. Lessor shall not be obligated to purchase and deliver any vehicles unless Lessor has accepted Lessee's request for such delivery.

c. Lessee agrees to accept delivery of each vehicle ordered promptly upon notice of availability from Lessor's delivering agent.

Vehicle Lease Term

d. The term over which each vehicle leased hereunder will be depreciated shall be for the period as specified in Exhibit A ("Depreciation Period"), or such other period mutually agreed upon. The initial lease term, commencing on the date that such vehicle is delivered by Lessor to Lessee, shall be for a minimum of 367 days for passenger and light duty vehicles and a minimum of 24 months for commercial vehicles. After the initial lease term, an extension of the lease on a month to month basis shall be presumed until the Depreciation Period specified in Exhibit A shall expire, unless termination with respect to the subject vehicle occurs as otherwise provided hereunder.

With the Lessor's consent, at the expiration of the Depreciation Period as specified in Exhibit A, the lease shall be extended on a month to month basis as provided for in Article 4e herein until terminated by written notification from Lessee to Lessor.

Receipt Forms

ARTICLE 3.a. Lessee or its representatives shall execute a Courtesy Delivery/License and Title Instruction form, in the form attached hereto and marked Exhibit II, which shall be supplied by Lessor to Lessee's representative and the delivering dealer.

Individual Motor Vehicle Lease Agreement

b. Upon delivery of each vehicle, Lessor shall deliver to Lessee an MVLA identifying the vehicle, setting forth the monthly rental payments to be made with respect thereto, as determined under Article 4, the date delivered and other appropriate information as provided for in said form. The MVLA for each vehicle will also indicate whether the Lessor for that vehicle is ARI or ARI Fleet. The placing by Lessee of the order to lease a vehicle shall, subject to review and audit of the MVLA relating to the vehicle for plain error, legally bind the Lessee to all the terms, provisions and obligations set forth in such MVLA, to the same extent as though Lessee had physically executed such MVLA.

c. For convenience, this Agreement provides certain standard terms and conditions that shall govern the terms of the lease of each vehicle under each MVLA. The terms of this Agreement will therefore be incorporated by reference into each MVLA. For purposes of this incorporation by reference, all references herein to Lessor, unless the context otherwise requires, shall be deemed to refer to whichever of ARI or ARI Fleet is designated as the Lessor under the MVLA.

d. Each MVLA will be a separate, independent lease agreement relating solely to the vehicle or vehicles named therein. Each MVLA will therefore be separate and distinct from each other MVLA and any other agreement between Lessee and ARI and/or ARI Fleet. Lessee, ARI and ARI Fleet each agree to treat each MVLA for all purposes in such manner.

Payments

ARTICLE 4.a. Lessee agrees to pay Lessor, at Mt. Laurel, New Jersey, or its Assignee as described in Article 7 and Exhibit C, or as otherwise specified in writing by Lessor, monthly rental payments for the use of each vehicle hereunder during the term of the lease and such other amounts due in conjunction with the Fleet Management Services described in Article 14.

b. All payments shall be due and payable on or before the fifteenth (15th) day of each month during the term of the lease, WHICH TIME SHALL BE OF THE ESSENCE. Lessee shall pay Lessor a late payment penalty in the amount of one and a half percent (1 1/2%) or the highest legal interest rate, whichever is less, per month or fraction thereof of any invoice the payment of which is not in the possession of Lessor, or Assignee, by the due date.

Monthly rental payments for each vehicle shall begin on the first day of the first full calendar month following the delivery of the vehicle and shall cease accruing at the end of the last full calendar month prior to the day the vehicle is surrendered. Lessee agrees that, from the time of acceptance of the vehicle by Lessee to the time when such rental payments are payable, Lessee will pay an interim charge in an amount equal to the monthly rental payment pro-rated on a daily basis based on the actual number of days in the month. In addition, Lessee agrees to pay an interim charge for the month of surrender until the date of surrender in an amount equal to the monthly rental payment pro-rated on a daily basis based on the actual number of days in the month. Lessee agrees to pay to Lessor interim financing from the date Lessor is invoiced by the manufacturer, or the applicable vehicle source of supply, for each vehicle to the date preceding the day of delivery. The interest rate charged for such interim financing shall be the then current prime rate of interest.

c. For each leased vehicle during the Depreciation Period, the monthly rental shall be computed as set forth in Exhibit B herein.

d. Should Lessee request Lessor to have a vehicle upfitted after production by the vehicle manufacturer, and it shall become necessary or desirable for Lessor to pay for such vehicle, Lessor, in such event, may charge Lessee an interim financing amount, and the cost of such interim financing is to be the then current prime rate of interest as set forth in the "Money Rates" section of The Wall Street Journal. All incomplete units thus acquired shall, with the exception of the payment of rentals, be subject to the terms and conditions of this Agreement; including but not limited to, the indemnity provisions of Article 17 hereof.

e. For each leased vehicle remaining in service on a month-to-month basis after the completion of the Depreciation Period, the monthly rental shall be $25.00.

Capitalized Value

ARTICLE 5. The Capitalized Value for each leased vehicle listed on Exhibit A shall consist of the sum of the following amounts:

a. The vehicle manufacturer's invoice price to its dealers plus a Procurement & Handling amount for each vehicle as indicated on Exhibit A. For vehicle makes other than those listed on Exhibit A, Lessor shall advise the cost of such vehicles for Lessee's acceptance.

b. The amount of the cost of vehicle upfitting requested by Lessee plus the Procurement & Handling amount of 2%.

c. Lessor's cost of any optional equipment and/or accessories requested by Lessee which are not furnished or included by the vehicle manufacturer and additional transportation charges incurred by reason of a change of delivery point requested by Lessee prior to delivery.

Costs Paid by Lessee

ARTICLE 6. Lessee shall be responsible for the cost of state and local inspections, license tags, plates, and any certificates of title, notary fees, lien recording fees, clerk fees, registrations and any other compliances or regulations required by law whether local, state or federal, and all federal, state and local taxes (including personal property taxes) not included in the cost of the vehicle as defined in Article 5. The above shall include, but not be limited to, California Air Resources Board Regulations with regards to vehicle emissions.

Assignment of Rentals

ARTICLE 7. Lessor may assign all rights, title and interest of Lessor in and to each MVLA and all monies due and to become due to Lessor thereunder to a financing institution (hereinafter called "Assignee") and in the event of such assignment, Lessee will pay direct to such Assignee, if so directed by Assignee, all payments due and to become due with respect to all matters under such MVLA; such Assignee's right to payment of all sums due thereunder shall not be subject to any defense by Lessee, except payment to the Assignee. Lessee will make all payments promptly.

In the event of any such assignment, the liability of Lessee to pay rental to the Assignee shall not be terminated, notwithstanding anything herein contained to the contrary, unless the Assignee shall have been paid the full depreciated value for such vehicle as set forth in the MVLA.

Vehicle Replacement

ARTICLE 8. a. Lessee may at any time, after the minimum lease terms described in Article 2d, require Lessor to replace any vehicle pursuant to this Agreement by giving to Lessor written notice of intent, which notice shall contain the same information as is required for a delivery order by Article 2a of this Agreement, and shall state, in addition, that the vehicle to be delivered is in replacement of a specifically identified vehicle presently leased, which will be surrendered to Lessor upon delivery of the replacement vehicle. The lease as to such replaced vehicle shall terminate upon surrender to Lessor of the replaced vehicle.

Vehicles Not Replaced

b. Lessee may at any time, after the minimum terms described in Article 2d, retire from service any vehicle leased pursuant to this Agreement without replacement by giving to Lessor advance written notice stating when said vehicle will be surrendered to Lessor, in accordance with Article 9 herein. The lease as to such vehicle shall terminate upon the date Lessor takes possession of said vehicle, or in the event Lessor agrees a vehicle is not to be surrendered to Lessor, the lease as to such vehicle shall terminate upon the date of Lessor's receipt of all necessary sale paperwork from Lessee.

Surrender Upon Replacement or Retirement

ARTICLE 9. Upon replacement or retirement of any vehicle leased hereunder, Lessee shall surrender possession of such vehicle to Lessor at the point where same was originally delivered to Lessee or at such other point agreeable to Lessor.

Disposition After Surrender of Leased Vehicles

ARTICLE 10. a. Lessor shall sell every vehicle leased hereunder after possession thereof shall have been surrendered by Lessee as provided in Article 8. Upon sale of a leased vehicle, Lessor shall retain out of the sale price any costs which it may have incurred in transportation and marketing of the vehicle, fees paid (including auction fees), a used vehicle termination fee of $_____, and repairs or replacements necessary to merchandise the vehicle, to arrive at the net resale proceeds for calculation of rental adjustments.

b. Lessor shall pay to Lessee as a rental adjustment on automobiles and trucks, 100% of any excess of the net resale proceeds over the depreciated value of the vehicle. If the net resale proceeds are less than the depreciated value of the vehicle, Lessee shall pay to Lessor as rental adjustment the amount of such deficiency, provided that Lessor shall guarantee to Lessee minimum net resale proceeds equal to 20% of the Capitalized Value at the beginning of the initial lease term. If Lessee elects to extend beyond the initial lease term, Lessor shall guarantee 25% of the fair value of the vehicle at the inception of the concluding month's extension period.

"Fair Value" shall be defined as 85% of the resale value for automobiles and 70% of the resale value on trucks as reported by Black Book Official Used Vehicle Market Guide as published by National Auto Research Division, Hearst Business Media Corporation or its successor publications or publishers as of the publication date immediately preceding the last day of the month which immediately precedes the month in which termination as to the particular vehicle occurs.

Depreciated Value

c. The depreciated value of each vehicle shall be the Capitalized Value less the "total depreciation reserve" paid by Lessee. The "total depreciation reserve" shall be a sum derived by multiplying (1) the number of months a vehicle was in billed service and paid by Lessee, times (2) the Capitalized Value, times (3) the monthly depreciation percentage shown on Exhibit B applicable to the Depreciation Period fixed for such vehicle. Any applicable interim rent charges do not apply towards the depreciated value.

Use of Leased Vehicles

ARTICLE 11. Lessee may use the vehicles leased hereunder at any and all times for any and all legal purposes. Title to each vehicle leased hereunder shall remain in Lessor, but Lessor shall have no control or supervision of the operation of any vehicle leased hereunder. Nothing herein contained shall authorize Lessee or any person to operate or otherwise use any vehicle contrary to law or to incur any liability or obligation on behalf of Lessor. Lessor reserves the right to charge Lessee a reasonable processing fee for any violation, summons or citation issued against any Lessor leased vehicle and/or for any new titles which must be obtained due to driver state changes, providing Lessee is not on an administrative program which administers such changes.

Lessee agrees that it shall not modify, add or alter all or part of any vehicle leased hereunder without the prior written permission of Lessor. Lessee shall not cause any lien to be attached to any equipment installed on a leased vehicle without the prior written consent of Lessor.

Registration

ARTICLE 12. For those vehicles not enrolled in the Licensing Management Program, Lessor will deliver to Lessee, not later than fifteen (15) days prior to the expiration of the first and any subsequent license period, documents which may be necessary for Lessee to obtain state license tags, certificates of title and similar permits for the authorized operation of the vehicle, which certificates and permits shall indicate that ownership of said vehicle is in Lessor. When obtained, such certificates and permits, unless required to be carried in the vehicle, shall be sent by Lessee to Lessor. Lessee shall notify Lessor if documents to obtain state license tags, certificates of title and similar permits for the authorized operation of the vehicle are not received by Lessee or Lessee's representative ten (10) days prior to the expiration of same.

Responsibility for Maintenance

ARTICLE 13. Except for the maintenance administrative responsibilities defined in this Agreement (specifically Article 14), neither ARI nor ARI Fleet shall have responsibility for the maintenance and upkeep of any vehicle leased hereunder after it is delivered to and accepted by Lessee and until such time as Lessor thereafter accepts possession of the vehicle as provided in Article 9 herein; during such time, Lessee shall maintain, service and keep in good repair each vehicle at its own expense.

Fleet Management Services

ARTICLE 14. ARI shall provide to Lessee the following services in accordance with the requirements set forth herein. ARI shall provide these services at the pricing indicated below.

A) MAINTENANCE MANAGEMENT PROGRAM

This program is designed to relieve Lessee from the daily task of administering its fleet. ARI becomes the liaison with the Lessee's drivers. Purchases are billed monthly for all expenses incurred under the Program. ARI shall make available to Lessee various reports compiled from the information accumulated by ARI with regards to this Maintenance Management Program. A five percent (5%) administrative handling fee will be charged for the use of independent repair facilities. (5% of transaction amount).

Services include:

- Enrollment in the Service Savings Program, Preventive Maintenance Program, Warranty Recovery Program and 24-Hour Roadside Assistance Program, all defined below.
- Individual driver handbooks on Standard Vehicle Operating Guidelines.
- Control and approval of all servicing requirements by certified technicians.
- The maintenance of individual vehicle daily operating records.
- ARI knowledge and experience in Fleet Management.
- Direct communication with drivers via a national toll free number.

(i) Service Savings Program

This program provides discounts on tires, maintenance service, and glass replacement. Services are performed at recognized tire and service outlets nationwide. All purchases are billed monthly to the Lessee. Service cards shall be valid for the purchase of tires, batteries, and mechanical repairs at recognized retail tire and service outlets.

Lessee shall notify ARI promptly in writing of any driver changes, additions, or deletions affecting the use of any service card and be responsible for the return to ARI of any service card for which Lessee has no further use, as in the case of terminated employee, or for any other reason.

Limitations as to type of repairs authorized and/or dollar limits per charge occurrence shall be as indicated by Lessee, subject to the ability of the respective tire and service outlets to so limit.

ARI shall invoice Lessee monthly for expenses incurred by Lessee's representatives through the use of purchase orders, service cards, or otherwise, as received from the recognized tire and service outlets.

(ii) Preventive Maintenance Program

This program is designed to minimize the administration of scheduled maintenance. A tailor-made preventative maintenance schedule is supplied for redemption at recognized nationwide service centers. All purchases under this program are billed monthly to the Lessee. Lessee shall be responsible for the destruction of all preventative maintenance schedules and/or any and all purchases made with such preventative maintenance schedules, regardless of when such purchase occurs.

(iii) Warranty Recovery Program

ARI will attempt to recover for Lessee financial adjustments from the manufacturer on repairs performed beyond the new vehicle and component warranty agreement.

(iv) 24-Hour Roadside Assistance Program

The program provides your fleet drivers with the security and convenience wherever and whenever they travel in their ARI-covered vehicle. Lessee shall be responsible for all costs, expense, loss or liability arising out of the use and operation of the vehicle(s) and/or services provided hereunder.

This program includes:

- 24-Hour Toll-Free ARI Assistance Line
- 24-Hour Emergency Tow Service
- Administer Repair of those Vehicles outside of OEM network

B) WRIGHT EXPRESS CARD PROGRAM

This electronic fuel card program is designed to provide the Lessee with a more convenient and secure method of purchasing gasoline for commercial vehicles through the use of point of sale data transfer and enhancing Lessee's ability to control credit card usage.

Establishment of Account: ARI shall establish for Lessee a credit card account under this program. Lessee agrees that this account will only be used for the purchase of products and services for business purposes. ARI will issue or cause to be issued a credit card (the "Card") under this program. Lessee agrees to pay any merchant who honors the Card, and, upon assignment of Lessee's obligations to ARI, agrees to pay ARI, all in accordance with the terms of this Agreement. Credit granted pursuant to the Card may include: (a) ARI's purchase of Lessee's credit obligations arising from third parties honoring the Card, and (b) ARI's agreement to assume directly and pay Lessee's obligations arising out of the use of the Card.

Credit Cards: ARI shall issue the Cards for use by those individuals or those vehicles to be identified by Lessee. Unless earlier revoked or canceled, all credit cards shall be valid through their respective expiration dates. Lessee may request the issuance of additional credit cards, the cancellation of existing credit cards, or changes in authorized use thereof. ARI may issue renewal credit cards prior to the expiration date and all such renewal or additional credit cards shall be subject to the terms of this Agreement as then in force. Lessee agrees that this program controls all purchases made on the account by Lessee or any person who uses Lessee's Card or account. Lessee agrees that the use of the Cards and the applicable driver identification number will constitute authorized use for all purposes. Lessee agrees that use of the Card (with a driver identification number), and the corresponding entry of sales data into the card system will evidence Lessee's agreement to pay for such purchases. Lessee will promptly notify ARI of the loss, theft or unauthorized use of the Card or account by telephone or wire. Upon receipt of such notification, ARI will cancel the Card within two (2) business days of notification. Lessee's liability for purchases made on the Card will cease after two (2) business days from the date ARI receives notification to cancel the Card.

Fleet Information and Credit Cards: The Fleet Contact Person designated by Lessee is authorized to provide ARI with the information necessary to initially establish Lessee's account records and credit cards. ARI is also authorized to send to the Fleet Contact Person's attention all account summary information and credit cards so produced. In addition, the Fleet Contact Person is the individual designated by Lessee to provide all fleet vehicle, driver and other information requested. Unless Lessee reports any errors in the account information or credit cards within three (3) business days of its receipt thereof, ARI shall be entitled to rely on such information and credit cards for processing Lessee's account.

Management Reports and Disclaimer: ARI shall provide Vehicle Analysis Reports and other management reports based upon transactions and information reported to it. ARI shall use its best effort to ensure the accuracy and completeness of all reports.

Electronic Transaction Authorization Control: Lessee understands that the authorization control ("Control") established herein will restrict the Card transactions to the limit indicated below. If any such Control is exceeded in an account, subsequent transactions will be declined. Lessee acknowledges that this control may not include manual transactions which may not register with the computerized communication link in the Wright Express database system and that Lessee will be responsible for the total actual amounts incurred for all transactions.

ARI shall not be responsible for any loss, liability or damage Lessee may suffer which arises from or relates to or is in any way connected with the Control implemented pursuant to this program. The existence and/or use of the Control shall not affect the responsibility of Lessee for unauthorized use of the Cards or for transactions resulting from unreported lost or stolen Cards, as well as transactions occurring during the cancellation period of any Card.

Authorization Control: Daily Transaction Limit: #_____ per day (minimum 2)

Should Lessee not elect a specific parameter in the Authorization Control section above, Lessee agrees that the limitation of ***10 transactions per day*** shall apply.

C) DRIVER RISK ASSESSMENT PROGRAM

The Driver Risk Assessment Program shall consist of the Accident Management Program, Subrogation Recovery Program, an annual employee Driver Motor Vehicle Record Check ("MVR") and targeted training modules, as necessary. The Driver Risk Assessment Program offers the ability to identify, manage, and react to high-risk drivers using parameters established by Lessee. The driver training, along with the full selection of risk assessment analysis and reporting tools available to the Lessee, have been fully integrated in ARI's insights™ system. Two different tools are designed to identify and target high-risk drivers:

- Using a single-point scoring system, this application gives the Lessee the opportunity to combine various driver assessment inputs such as MVRs, collision incidents, etc., in order to arrive at an overall risk assessment for each fleet driver.
- A sophisticated mapping system allows the Lessee to assign training that matches the nature of the violation or incident. Administrative tracking and reporting corresponds automatically with drivers via email to ensure the drivers complete their training requirements by the specified due date.

Based upon the criteria established by Lessee, ARI will perform an assessment of each driver and assign multi-media training and testing module(s) which will be sent to the driver via email. Each module will be tracked by ARI and the results will be available through the ARI insights™ system which will enable the Lessee to compile in-depth reporting and analysis. Lessee acknowledges that ARI is providing this program to assist Lessee in the overall risk management of its fleet. Other than the administrative functions outlined above, ARI makes no representations or warranty as to the Lessee's participation in this Driver Risk Assessment Program or Lessee's reliance thereon. Lessee hereby indemnifies and holds ARI harmless from any loss or liability resulting from Lessee's use of the information provided herein.

(i) Accident Management Program

Transfers the everyday administration of accident reporting and claims handling of your physical damage (collision, comprehensive, fire and theft) claims to ARI. A five percent (5%) or $250.00 administrative handling fee, whichever is less, will be charged for the use of independent repair facilities.

Services include:

- Recording and setting up of claim files for each accident.
- Arranging for inspection and/or appraisals of damaged vehicles when requested by Lessee.
- Authorization of repairs via purchase order and expediting of repairs with body shops.
- Payment of repairs to authorized body shops.
- Total loss and salvage disposition.
- Monthly invoicing of paid repairs to Lessee.
- Monthly claim Summary Report.

All appraiser/inspection/estimate fees and physical damage related charges for storage, towing, release, bill processing, etc., will be the responsibility of the Lessee.

(ii) ***Subrogation Recovery Service Program***

ARI will pursue recovery of property damage claims against negligent adverse parties and/or their insurance carriers resulting from accident claims.

Services include:

- Prompt claim notice to negligent adverse parties.
- Complete accident investigation to ascertain responsibility.
- Follow-up recovery status.
- Negotiate recovery settlements.
- Commence legal action against adverse parties when warranted and necessary.
- Trace and pursue recovery directly against uninsured motorists.

All appraiser/inspection/estimate fees and investigative charges for police reports, motor vehicle and credit checks, legal costs and fees, bill processing, etc., will be the responsibility of the Lessee.

(iii) ***Motor Vehicle Record Report Program (MVR)***

Upon receipt of driver identification and license information, ARI will provide; if available, motor vehicle record reports and/or driver violation reports ("MVRs") from the various state agencies on each individual driver on an annual basis.

Lessee and ARI understand and agree that when ARI supplies Lessee with MVRs, it obtains the MVRs from state motor vehicle agencies and cannot guarantee the accuracy of any of the information contained therein. In addition, Lessee is responsible for maintaining all files required by, and taking all steps necessary to comply with, all applicable state and federal laws and represents and warrants that it will comply with all such laws. No legal advice is given by ARI, and Lessee should consult with and rely upon its own legal counsel with respect to all applicable laws and regulations. ARI will have no liability with respect to its acts or omissions related to its MVR services, unless such acts or omissions constitute gross negligence or willful misconduct.

Lessee shall defend and hold harmless ARI and its officers, directors, agents, employees, independent contractors, and affiliated companies from any and all claims, losses, damages, and liabilities of whatever kind or nature, including reasonable attorneys' fees, resulting from the publishing by Lessee, its employees or agents of any information or report provided hereunder.

Should Lessee request that ARI from time to time, at the direction of Lessee, order MVRs relating to the spouse or children of employees of the Lessee or others who may utilize the vehicle provided to such employees (herein, "Third Party MVRs"), Lessee acknowledges that the obtaining, handling and use of such Third Party MVRs is subject to federal and state statutes and regulations, including without limitation, the Fair Credit Reporting Act and its state analogues, the Driver Privacy Protection Act and its state analogues, and statutes and regulations governing fair information practices (collectively, the "Requirements of Law"), which include, without limitation, obtaining the written consent of the individual before obtaining the Third Party MVR.

Lessee represents and warrants to ARI that it will comply with all Requirements of Law with respect to the obtaining, handling and use of Third Party MVRs, including without limitation, obtaining the prior written consent of the individual. Each ordering by the Lessee of a Third Party MVR will constitute the representation and warranty of Lessee that all Requirements of Law have been complied with, and the further agreement of the Lessee to indemnify, defend and hold harmless ARI, and its officers, directors, employees, agents, affiliates and subsidiaries, from and against any loss, cost or expense (including reasonable attorneys' fees) relating to or arising out of any Third Party MVR, including without limitation, any failure, or alleged failure, to comply with all Requirements of Law with respect thereto.

(iv) ***Web-Based Driver Training Modules***

ARI offers the most comprehensive collection of web-based driver safety training in the fleet management industry. The program consists of a comprehensive, modular, multi-media training and testing program that covers a wide array of real-life driving situations. The training material reflects the latest government, police and industry information that is available. Lessee can choose from a wide variety of training modules. When trainees successfully complete a course, they are automatically presented with a digital, printable certificate that includes their name, final mark and completion date. Training modules are also available in a variety of different languages for various countries at an additional cost.

D) LICENSING MANAGEMENT PROGRAM

ARI will process annual registration renewals and title transfers for each vehicle enrolled by Lessee in this service.

ARI assumes no responsibility under this Program except to use normal business efforts to render the services called for hereunder in a manner reasonably satisfactory to Lessee, and ARI shall not be liable or held accountable for mistakes of fact or law or for any loss or damage to Lessee arising or resulting therefrom or otherwise from its acts or omissions, except for sole negligence or willful misconduct, and ARI shall not be responsible for incomplete licensing transactions that result from the lack of items which are not promptly supplied by Lessee.

For each vehicle enrolled in this service, ARI will file all necessary documentation and forward all applicable fees, directly to the state, for the annual renewal of vehicle registrations, including city and county stickers where applicable. ARI shall also process any title transfers to other states, where necessary. ARI will bill all charges associated with the renewal or transfer process at their actual cost on a miscellaneous (non-rental) invoice. Prior to renewal or title transfer time, in order to facilitate these processes, ARI may request items necessary to complete the processes, which Lessee shall promptly supply. Any such items may include, but not be limited to, Vehicle Identification Number, safety and emissions inspections, mileage readings and tax receipts.

E) ARI GARAGE MAINTENANCE SYSTEM

ARI's "Garage Maintenance System" program is meant to provide Lessees that have in-house garage facilities with the tools necessary to maximize productivity through inventory and data management. This software program, used in conjunction with ARI's Maintenance Management Program and ARI *insights*® internet site, will provide desktop management tools for the effective fleet management of your vehicles. Capabilities include:

- Tracking vehicle inventory.
- Maintain and view vehicle repair and maintenance history for equipment, chassis and body individually or combined.
- Track mechanic and shop time.
- Track parts inventory.
- Preventive maintenance scheduling.
- Logging of equipment hours and odometers for chassis.

F) FRINGE BENEFIT REPORT PROGRAM

This program is designed to provide the Lessee with comprehensive fringe benefit/expense report data.

- Input of all driver data each month of the Fringe Benefit year through interactive voice response or web-site reporting.
- Monitoring of all driver data.
- Display Imputed Income Online (optional)
- Quarterly activity reports.
- Creation of year-end test reports.
- Final report with all calculations for Payroll Department.
- Entries of all driver start and finish dates throughout the year.
- Monthly E-mail reminders to noncompliant drivers.

G) VIOLATIONS PROGRAM

ARI shall promptly pay, to the appropriate authority, all parking violations received by ARI for Lessee's vehicles. In addition, ARI shall send a collection letter to the vehicle driver for the amount of the violation plus the ARI administration fee, which shall be payable by the driver to Lessee. This program will also include a monthly Violations Summary Report, detailing payment activity per vehicle, on a monthly, year-to-date basis. Upon invoicing for same, Lessee shall reimburse ARI for any violation paid on Lessee's behalf.

H) FLEET MANAGEMENT/SERVICE PROGRAM FEES

In consideration and upon implementation of the services and work provided by ARI, Lessee shall pay the fee(s) as indicated below (in addition to the cost incurred as outlined in the various Programs):

- *Maintenance Management Program Fee*: $__ per vehicle per month for passenger cars and class 1 and 2 trucks under 10,000# GVW without exterior upfitting; $____ per vehicle per month for trucks from 10,000# GVW to 25,999# GVW; $_____ per vehicle per month for trucks at 26,000# GVW or over; $_____ per occurrence for 24-Hour Roadside Assistance; and 10% of recovery for Warranty Recovery.
- *Wright Express Card Program Fee*: $____ per vehicle per month. (A one dollar ($1.00) charge shall be billed Lessee for each replacement card requested by Lessee).

- *Driver Risk Assessment Program Fee*: $_____ per driver per month (plus a Subrogation Recovery Fee of __% of recovery and all applicable state fees and third party vendor service fee applicable to the MVR). Fee for additional MVR's: $_ per MVR plus applicable state fees and third party vendor service fee. Fee for additional Driver Training Modules: $_ per driver per module. Fee for additional language packs: $3,000.00 one-time setup fee per language. Fee for Custom Policy Module: $2,000.00 one-time set up fee.
- *Licensing Management Program Fee*: $___ per vehicle per month.
- *ARI Garage Maintenance Program Fee*: $____ per garage per month plus participation in ARI's Maintenance Management Program. This fee includes a license to use the Garage Maintenance System application, standard system upgrades, web-based training, and data back-ups. On-site support and training is subject to travel and expense charges. Customization of software is subject to hourly development rate or a per quote charge.
- *Violations Program Fee*: $___ per violation processed.

Damage or Destruction of Leased Vehicles

ARTICLE 15. a. In the event a leased vehicle is damaged, its repair shall be the responsibility and obligation of Lessee; in every such instance, Lessor will assign to Lessee all rights Lessor may have to be reimbursed for such damage pursuant to insurance coverage.

b. In the event a leased vehicle is damaged or destroyed to such extent that Lessee finds it undesirable to continue its use, Lessee may terminate the lease pursuant to Article 8 herein, and Lessor shall dispose of said vehicle pursuant to Article 10 herein except that Lessor will not be required to guarantee minimum resale on automobiles and trucks as provided for in Article 10b.

Lost or Stolen Leased Vehicle

c. In the event a leased vehicle is lost or stolen, Lessee shall terminate the lease pursuant to Article 8 herein and, upon payment of the depreciated value, Lessor shall forward to Lessee necessary documents to transfer ownership of said vehicle as directed by Lessee.

Insurance

ARTICLE 16. Lessee will carry for the benefit of ARI, ARI Fleet, Lessee's employees and others who operate the vehicle with the permission of Lessee, insurance against liability for bodily injury in a minimum single limit of $2,000,000. All such coverages shall be primary and non-contributory. Lessee will furnish written evidence of said insurance issued by carriers acceptable and satisfactory to Lessor in certificate form naming ARI and ARI Fleet as Additional Insured. Lessee shall bear all risk of loss or damage to each leased vehicle and the contents thereof. Lessee may also self-insure for such coverages.

If for any reason Lessee shall fail to provide said insurance, Lessor, at its sole option may: (a) provide same and upon demand shall be reimbursed by Lessee the actual cost thereof, plus 10% of said cost to defray administrative expense; or, (b) terminate the lease of any and all vehicles leased hereunder, effective immediately, at any time by giving written notice of termination to Lessee.

Indemnification

ARTICLE 17. a. Except for the sole negligence of Lessor in the performance of the administrative services provided by it as defined in this Agreement, Lessee shall indemnify and hold harmless ARI, ARI Fleet and their respective agents and employees against all loss or liability (including costs and reasonable attorney's fees) arising out of or connected with the delay in delivery of any vehicle, and/or the use, condition, operation, maintenance and possession of any vehicle during Lessee's possession thereof or any loss or liability resulting from any repair, maintenance or service work performed on any vehicle. Lessee will take upon itself the

settlement of all such claims and the defense of any suit or suits, or legal proceedings of any kind brought to enforce any such claim or claims, and the payment of all judgments entered in any such suit or suits, whether or not Lessor is a party-defendant thereto.

The provisions of this Article comprehend, but without limitation, claims, howsoever arising, whether by reason of negligence, breach of warranty, defect in manufacture or maintenance or otherwise and even though strict liability be claimed.

Statement of Odometer Warranty and Indemnification

b. Federal law and any applicable state law require that Lessee disclose the mileage of each vehicle returned to Lessor in connection with the transfer of ownership of each vehicle. The regulations provide that failure to make this disclosure (or the making of a false statement) may result in fines and/or imprisonment. Lessee warrants to Lessor that the mileage indicated on the odometer of any vehicle returned to Lessor is the true and actual reading and that no tampering with said odometer has taken place while such vehicle was operated by Lessee or any other agent of Lessee. Lessee shall indemnify and save ARI and ARI Fleet harmless from any and all liability, loss, damage, expense, causes of action, suits, claims, or judgments arising from breach of the warranty hereinbefore stated in this Article and shall, at its own cost and expense, defend any and all suits which may be brought against ARI and/or ARI Fleet, either alone or in conjunction with others, upon any such liability or claim or claims and shall satisfy, pay, and discharge any and all judgments and fines that may be levied against either thereof; provided however, that ARI or ARI Fleet shall give Lessee written notice of any such claim or demand within thirty (30) days from receipt thereof.

No Warranties by Lessor

ARTICLE 18. As to any vehicle leased or service provided hereunder, except as provided in Article 21, ARI and ARI Fleet each hereby disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither ARI nor ARI Fleet assumes nor authorizes any other person to assume for it any liability in connection with the use, condition, operation and possession of any vehicle. Neither party shall be entitled to recover from the other party any consequential damages, damages for loss of use, loss of profits or income, or any other incidental damages.

Default

ARTICLE 19. Any default by Lessee of this Agreement, any MVLA hereunder, or any other instrument between Lessee and ARI and/or ARI Fleet (collectively "Agreements") shall be deemed a default under all such Agreements. In the event Lessee shall default in any payments due Lessor, or in performance of any covenant or condition under this Agreement, any MVLA hereunder, or any other Agreement, and Lessor notifies Lessee of such default and it thereafter remains uncorrected for ten (10) days, Lessor may pursue any remedies it may have under all such Agreements, including taking possession of any or all vehicles leased hereunder, canceling any credit cards issued, the demand for payment of all sums due Lessor and the immediate payment of any remaining unpaid charges for the balance of the terms of the MVLAs or other Agreements between Lessor and Lessee. Lessee shall pay any and all reasonable attorney's fees incurred in the collection thereof. ARI and ARI Fleet shall each have the right to offset any sums owing or to be owing to Lessee by it against any sums owing or to be owing to ARI or ARI Fleet, whether under an MVLA or otherwise. No remedy pursued under this section shall be deemed an act of termination of the Agreements.

Bankruptcy

ARTICLE 20. Upon notice to Lessee, Lessor may terminate this Agreement, if in either a state or federal court, a receiver is appointed for the Lessee, or if a petition in bankruptcy or for reorganization shall be filed by or against the Lessee, or if Lessee shall fail to give immediate

notice to Lessor of any distress or levy or execution purported to be made or laid against the property hereby leased or any part of it. Lessor may take possession of any or all vehicles leased hereunder and may cancel any unfilled vehicle orders and credit cards.

Lessor's Warranty

ARTICLE 21. As to each vehicle leased by it hereunder, Lessor warrants that it is the sole and absolute owner thereof, that it has the right to lease the vehicle to Lessee, that the vehicle is free of all encumbrances at time of delivery to Lessee (other than the interest of an Assignee pursuant to Article 7), that Lessor will not cause the vehicle to become subject to any lien or encumbrance, that it will not sell, assign, lease or otherwise dispose of the vehicle except as provided for in Article 7 and 10 hereof, and that it will do nothing to disturb Lessee's full right of possession and enjoyment of the vehicle and the exercise of all Lessee's rights with respect thereto as provided by this Agreement.

Assignment/Related Entities

ARTICLE 22.a. This Agreement shall be binding on the respective parties, their successors, legal representatives and assigns but neither party hereto shall, except as permitted herein, assign or sublease any rights under this Agreement without the prior written consent of the other party.

b. In the event that Lessee permits any vehicles subject to this Agreement to be used or operated by any present or future subsidiary, parent or affiliate of Lessee (each a "Related Entity"), Lessee agrees that notwithstanding: (a) use or operation by a Related Entity; (b) any direction by Lessee to Lessor to invoice a Related Entity; and (c) any payment made by a Related Entity with respect to any vehicle, all such vehicles shall at all times remain subject to the terms and conditions of this Agreement and Lessee shall at all times remain liable for all of the duties and obligations (for payment or otherwise) under this Agreement. Any use or operation by a Related Entity of any vehicle shall not, in any way, constitute a sale, assignment or transfer, sublease or other disposition of such vehicle, or any interest therein, or of any rights granted to or obligations of Lessee under this Agreement.

Cancellation

ARTICLE 23. This Agreement and any service or program described herein shall remain in effect until canceled by any party upon thirty (30) days written notice to the other party. The termination of this Agreement shall not affect any vehicles under lease pursuant hereto at the time of such termination; all such vehicles shall remain subject to the terms hereof and Lessor and Lessee shall have the mutual rights and obligations provided for herein as to such vehicles.

Financial Statements/Ownership

ARTICLE 24. a. Lessee agrees to provide Lessor each year a copy of Lessee's complete year end financial statements promptly upon expiration of each fiscal year and any such other financial information as may be requested by Lessor. Lessor retains the right to limit vehicle orders, deliveries and fleet management services based upon Lessor's credit evaluation of Lessee.

b. Lessee shall notify Lessor, in writing, of any change in name, address, ownership or control of Lessee. Such notification to be supplied to Lessor within fifteen (15) days of such change.

Agreement Binding

ARTICLE 25. This Agreement, together with Exhibits attached hereto and any MVLA which may be hereafter issued hereunder, constitute and will constitute the full, complete, absolute and entire agreement and understanding between the parties with respect to the subject matter hereof. There are no oral agreements or understandings affecting this instrument. Any

future agreements, understandings or waivers to be binding upon the parties hereto must be reduced to writing and attached hereto and Lessor's or Lessee's failure to enforce any provision of this Agreement shall not be construed as a waiver thereof or as excusing Lessee or Lessor respectively from future performance. Neither the failure of either party to insist upon the performance of any term or condition of this Agreement or to exercise any right or privilege conferred by this Agreement nor the waiver by either party of any such term or condition shall be construed as thereafter waiving any such term, or condition, right or privilege.

State Law

ARTICLE 26. This Agreement shall be governed by and shall be construed according to the laws of the State of New Jersey. Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

Authority to Sign

ARTICLE 27. Any person who signs as an officer or agent for a corporation, partnership or other entity warrants that he has authority from such corporation, partnership or other entity to enter into this Agreement on its behalf.

Daily Rental Vehicles

ARTICLE 28. Lessee may request that Lessor arrange temporary short term rentals ("Daily Rentals"). Lessor shall use its best efforts to arrange for such Daily Rentals. Lessee agrees to reimburse Lessor for all amounts for which Lessor has been invoiced by such Daily Rental supplier. Any such Daily Rental shall be subject to the applicable terms and conditions of this Agreement, including, without limitation, the insurance and indemnity provisions herein.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be duly executed, in triplicate, as of the day and year first written above.

("LESSEE")

BY:_____

TITLE:_____

WITNESS:_____

DATE:_____

AUTOMOTIVE RENTALS, INC.
("ARI" or "LESSOR")

BY:_____

TITLE:_____

WITNESS:_____

DATE:_____

ARI FLEET LT
("ARI FLEET" or "LESSOR")

BY:_____

TITLE:_____

WITNESS:_____

DATE:_____

SAMPLE

EXHIBIT A

This Exhibit A incorporates by reference all the terms and conditions of the Lease and Fleet Management Services Agreement dated and all references to Article numbers in this Exhibit A refer to such Articles in the Lease and Fleet Management Services Agreement or to Articles added to the Lease and Fleet Management Services Agreement.

The parties mutually agree to the following terms regarding the following Articles:

ARTICLE 2 (d)
The Depreciation Period is months or less as agreed to by Lessee and Lessor.

ARTICLE 5(a) **FACTORY ORDERS**	**PROCUREMENT AND HANDLING AMOUNT**
Buick, Chevrolet (except Corvette), GMC, Ford, Chrysler, Jeep and Dodge Passenger Vehicles (excluding sub-compacts)	$
All Other Passenger Vehicles (including sub-compacts)	PER QUOTATION
Standard Commercial Vehicles up to 11,000# GVW: Chevrolet, Dodge, Ford, GMC	$
All Other Commercial Vehicles	PER QUOTATION

Lessee shall be responsible for all courtesy delivery fees imposed by the delivering dealer.

The foregoing rates are based upon manufacturer current invoice pricing, policies and allowances. Lessor reserves the right, upon notice to Lessee, to adjust such pricing based upon changes in such manufacturer pricing, policies and allowances.

STOCK/DIRECT PURCHASES
All Stock/Direct vehicles:
Lessor's Acquisition Costs plus %

SAMPLE

EXHIBIT B

Lease and Fleet Management Services Agreement dated:

For each leased vehicle during its Depreciation Period, the monthly rental for the Depreciation Period shall be computed by multiplying the vehicle's Capitalized Value as agreed to herein by the applicable percentages shown hereinbelow. The monthly rental billing will also include interest which shall be calculated for each calendar month on the basis of a 360 day year for the actual number of days elapsed at basis points (i.e. percent) per annum in excess of the "Lessor Designated Commercial Paper Rate". The Lessor Designated Commercial Paper Rate shall be the rate quoted as the thirty (30) day Dealer Commercial Paper rate in the "Money Rates" section of The Wall Street Journal, for the twenty-fourth (24th) day of the month (or prior business day if the twenty-fourth is a non-business day) immediately preceding the month for which rental rates are being determined, adjusted to a non-discounted basis, rounded up to the nearest one-eighth of one percent, and further adjusted to include all reasonable costs of issuance, brokers fees and other administrative costs. If the thirty day Dealer Commercial Paper rate is no longer published or is not available, Lessor shall quote the one-month London Interbank Offered Rate (LIBOR) during such interim period that the thirty day Dealer Commercial Paper rate is not published. The interest rate shall be adjusted each month, such adjustment(s) to be effective on the first day of the month being billed and will be based on the depreciated book value at the end of the month prior to the month being billed. For medium and heavy duty trucks, the rate of interest shall be such as negotiated by Lessor and Lessee.

Lessee acknowledges that the funding parameters established under this Exhibit B to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, Lessor reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Exhibit B in an amount reflecting the resultant yield impact to Lessor caused by the changes as noted in the conditions listed above. Lessor shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.

Months 1 -
Depreciation %
Administrative Fee $. /$1,000

CP - Float

EXHIBIT B

Lease and Fleet Management Services Agreement Dated:

For each leased vehicle during its Depreciation Period, the monthly rental for the Depreciation Period shall be computed by multiplying the vehicle's Capitalized Value as agreed to herein by the applicable percentages shown hereinbelow. The monthly rental billing will also include interest which shall be calculated for each calendar month on the basis of a 360 day year for the actual number of days elapsed at basis points (i.e. percent) per annum in excess of the Lessor Designated London Interbank Offered Rate (LIBOR). The Lessor Designated LIBOR rate shall be the rate quoted as the one month LIBOR rate in the "Money Rates" section of The Wall Street Journal for the twenty-fourth (24th) day of the month (or prior business day if the twenty-fourth is a non-business day) immediately preceding the month for which rental rates are being determined, rounded up to the nearest one-eighth of one percent and further adjusted to include Lessor's reasonable costs of processing and other administrative costs. The interest rate shall be adjusted each month, such adjustment(s) to be effective on the first day of the month being billed and will be based on the depreciated book value at the end of the month prior to the month being billed. For medium and heavy duty trucks, the rate of interest shall be such as negotiated by Lessor and Lessee.

Lessee acknowledges that the funding parameters established under this Exhibit B to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, Lessor reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Exhibit B in an amount reflecting the resultant yield impact to Lessor caused by the changes as noted in the conditions listed above. Lessor shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.

Months 1 -
Depreciation %
Administrative Fee $ /$1,000

LIBOR - Float

EXHIBIT B
FOR DEPRECIATION PERIODS UP TO 50 MONTHS

Lease and Fleet Management Services Agreement Dated:

For each leased vehicle during its Depreciation Period, the monthly rental for the Depreciation Period shall be computed by multiplying the vehicle's Capitalized Value as agreed to herein by the applicable factor that includes depreciation, interest, and administrative fee charges. The Finance and Administration portion of the monthly rental factor (determined by deducting the depreciation percentage from the gross monthly factor) includes interest at an annual rate converted to a 360 day basis equal to basis points (i.e. /100 percent) per annum in excess of "The Three Year Swap Rate". The Three Year Swap Rate shall be the rate quoted as such in the latest "week ending" column of the current available Federal Reserve Statistical Release (H.15) Publication on the first day of the month that the leased vehicle is financed, rounded up to the nearest one-eighth of one percent and further adjusted to include Lessor's reasonable costs of processing and other administrative costs. For medium and heavy duty trucks the rate of interest shall be such as negotiated by Lessor and Lessee.

During the Depreciation Period, any leased vehicles removed from service in accordance with the terms of this Agreement at any time other than at the last month of a plateau period, Lessee shall pay Lessor an interest adjustment in an amount equal to the difference between the actual simple interest calculated on a declining book balance, and the actual interest paid by Lessee to Lessor in connection with leased vehicles. Such interest adjustment shall only apply to the last rental plateau period in service and be calculated at the interest rate in effect for the specific leased vehicle in question regardless of the rate of interest on the date of calculation.

Lessee acknowledges that the funding parameters established under this Exhibit B to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, Lessor reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Exhibit B in an amount reflecting the resultant yield impact to Lessor caused by the changes as noted in the conditions listed above. Lessor shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.

Months 1 –
Depreciation %
Administrative Fee $. /$1,000

Swap-3Year

EXHIBIT B

FOR DEPRECIATION PERIODS FROM 51 TO 60 MONTHS

Lease and Fleet Management Services Agreement Dated:

For each leased vehicle during its Depreciation Period, the monthly rental for the Depreciation Period shall be computed by multiplying the vehicle's Capitalized Value as agreed to herein by the applicable factor that includes depreciation, interest, and administrative fee charges. The Finance and Administration portion of the monthly rental factor (determined by deducting the depreciation percentage from the gross monthly factor) includes interest at an annual rate converted to a 360 day basis equal to basis points (i.e. /100 percent) per annum in excess of "The Four Year Swap Rate". The Four Year Swap Rate shall be the rate quoted as such in the latest "week ending" column of the current available Federal Reserve Statistical Release (H.15) Publication on the first day of the month that the leased vehicle is financed, rounded up to the nearest one-eighth of one percent and further adjusted to include Lessor's reasonable costs of processing and other administrative costs. For medium and heavy duty trucks the rate of interest shall be such as negotiated by Lessor and Lessee.

During the Depreciation Period, any leased vehicles removed from service in accordance with the terms of this Agreement at any time other than at the last month of a plateau period, Lessee shall pay Lessor an interest adjustment in an amount equal to the difference between the actual simple interest calculated on a declining book balance, and the actual interest paid by Lessee to Lessor in connection with leased vehicles. Such interest adjustment shall only apply to the last rental plateau period in service and be calculated at the interest rate in effect for the specific leased vehicle in question regardless of the rate of interest on the date of calculation.

Lessee acknowledges that the funding parameters established under this Exhibit B to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, Lessor reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Exhibit B in an amount reflecting the resultant yield impact to Lessor caused by the changes as noted in the conditions listed above. Lessor shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.

Months 1 –
Depreciation %
Administrative Fee $. /$1,000

Swap-4Year

EXHIBIT B

FOR DEPRECIATION PERIODS GREATER THAN 60 MONTHS

Lease and Fleet Management Services Agreement Dated:

For each leased vehicle during its Depreciation Period, the monthly rental for the Depreciation Period shall be computed by multiplying the vehicle's Capitalized Value as agreed to herein by the applicable factor that includes depreciation, interest, and administrative fee charges. The Finance and Administration portion of the monthly rental factor (determined by deducting the depreciation percentage from the gross monthly factor) includes interest at an annual rate converted to a 360 day basis equal to basis points (i.e. /100 percent) per annum in excess of "The Five Year Swap Rate". The Five Year Swap Rate shall be the rate quoted as such in the latest "week ending" column of the current available Federal Reserve Statistical Release (H.15) Publication on the first day of the month that the leased vehicle is financed, rounded up to the nearest one-eighth of one percent and further adjusted to include Lessor's reasonable costs of processing and other administrative costs. For medium and heavy duty trucks the rate of interest shall be such as negotiated by Lessor and Lessee.

During the Depreciation Period, any leased vehicles removed from service in accordance with the terms of this Agreement at any time other than at the last month of a plateau period, Lessee shall pay Lessor an interest adjustment in an amount equal to the difference between the actual simple interest calculated on a declining book balance, and the actual interest paid by Lessee to Lessor in connection with leased vehicles. Such interest adjustment shall only apply to the last rental plateau period in service and be calculated at the interest rate in effect for the specific leased vehicle in question regardless of the rate of interest on the date of calculation.

Lessee acknowledges that the funding parameters established under this Exhibit B to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, Lessor reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Exhibit B in an amount reflecting the resultant yield impact to Lessor caused by the changes as noted in the conditions listed above. Lessor shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.

Months 1 –
Depreciation %
Administrative Fee $. /$1,000

Swap-5Year

EXHIBIT B

Lease and Fleet Management Services Agreement Dated:

1. The Monthly Rental Obligation ("Obligation") shall be the amount due Lessor until the termination of the lease with respect to each leased vehicle during its Depreciation Period. For each such leased vehicle during its Depreciation Period, the Obligation for the Depreciation Period shall be computed by multiplying the vehicle's Capitalized Value as agreed to herein by the applicable percentages shown hereinbelow. The Obligation shall also include interest which shall be calculated for each calendar month on the basis of 360 day year for the actual number of days elapsed at basis points (i.e. percent) per annum. The Lessor Designated Commercial Paper Rate shall be the rate quoted as the thirty (30) day Dealer Commercial Paper Rate in the "Money Rates" section of The Wall Street Journal, for the twenty-fourth (24th) day of the month (or the prior business day if the twenty-fourth is a non-business day) immediately preceding the month for which rental rates are being determined, adjusted to a non-discounted basis, rounded up to the nearest one-eighth of one percent and further adjusted to include all reasonable costs of issuance, brokers fees and other administrative costs. If the thirty day Commercial Paper Rate is no longer published or is not available, Lessor shall quote the one-month London Interbank Offered Rate (LIBOR) during such interim period that the thirty day Commercial Paper rate is not published. The interest rate shall be adjusted each month, such adjustment(s) to be effective on the first day of the month being calculated and will be based on the depreciated book value at the end of the month prior to the month being calculated.

2. The Monthly Rental Payment ("Payment") shall be that amount actually paid by Lessee until the termination of the lease with respect to each leased vehicle during its Depreciation Period. The Payment shall be computed by multiplying the vehicle's Capitalized Value by the applicable percentages shown hereinbelow. The Payment shall include interest for the full Depreciation Period at the rate specified in section 1 hereinabove, adjusted to the nearest quarterly increment, in effect on the 24th day of the month prior to the month in which the first Payment is due in accordance with Article 4(b) herein.

3. Each leased vehicle removed from service in accordance with the terms of this Agreement shall be subject to an adjustment based upon the monthly cumulative difference between the interest rate incorporated in the Monthly Rental Payment in accordance with section 2 and the interest rate incorporated in the Monthly Rental Obligation as determined hereinabove in section 1 during the Depreciation Period of each leased vehicle. Adjustments as described in this section 3 shall be made for each vehicle following the termination of the lease or expiration of the Depreciation Period with respect to each vehicle, and may result in an additional interest charge or credit to Lessee. For medium and heavy duty trucks, the rate of interest shall be such as negotiated by Lessor and Lessee.

4. Lessee acknowledges that the funding parameters established under this Exhibit B to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, Lessor reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Exhibit B in an amount reflecting the resultant yield impact to Lessor caused by the changes as noted in the conditions listed above. Lessor shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.

Months 1 - __
Depreciation %
Administrative Fee $. /$1,000.

CP-Star

EXHIBIT B

Lease and Fleet Management Services Agreement Dated:

1. The Monthly Rental Obligation ("Obligation") shall be the amount due Lessor until the termination of the lease with respect to each leased vehicle during its Depreciation Period. For each such leased vehicle during its Depreciation Period, the Obligation for the Depreciation Period shall be computed by multiplying the vehicle's Capitalized Value as agreed to herein by the applicable percentages shown hereinbelow. The Obligation shall also include interest which shall be calculated for each calendar month on the basis of 360 day year for the actual number of days elapsed at basis points (i.e. percent) per annum in excess of the Lessor Designated London Interbank Offered Rate (LIBOR). The Lessor Designated LIBOR rate shall be the rate quoted as the one month LIBOR rate in the "Money Rates" section of The Wall Street Journal for the twenty-fourth (24th) day of the month (or prior business day if the twenty-fourth is a non-business day) immediately preceding the month for which rental rates are being determined, rounded up to the nearest one-eighth of one percent and further adjusted to include Lessor's reasonable costs of processing and other administrative costs. The interest rate shall be adjusted each month, such adjustment(s) to be effective on the first day of the month being calculated and will be based on the depreciated book value at the end of the month prior to the month being calculated.

2. The Monthly Rental Payment ("Payment") shall be that amount actually paid by Lessee until the termination of the lease with respect to each leased vehicle during its Depreciation Period. The Payment shall be computed by multiplying the vehicle's Capitalized Value by the applicable percentages shown hereinbelow. The Payment shall include interest for the full Depreciation Period at the rate specified in section 1 hereinabove, adjusted to the nearest quarterly increment, in effect on the 25th day of the month prior to the month in which the first Payment is due in accordance with Article 4(b) herein.

3. Each leased vehicle removed from service in accordance with the terms of this Agreement shall be subject to an adjustment based upon the monthly cumulative difference between the interest rate incorporated in the Monthly Rental Payment in accordance with section 2 and the interest rate incorporated in the Monthly Rental Obligation as determined hereinabove in section 1 during the Depreciation Period of each leased vehicle. Adjustments as described in this section 3 shall be made for each vehicle following the termination of the lease or expiration of the Depreciation Period with respect to each vehicle, and may result in an additional interest charge or credit to Lessee. For medium and heavy duty trucks, the rate of interest shall be such as negotiated by Lessor and Lessee.

4. Lessee acknowledges that the funding parameters established under this Exhibit B to the Agreement are based upon financial and capital market conditions existing at the time of this Agreement, which may vary in the future. Accordingly, Lessor reserves the right to adjust such parameters to reflect any variations in such market conditions. Any such adjustment may result in an increase or decrease in the interest portion of the monthly rental payment as stated in this Exhibit B in an amount reflecting the resultant yield impact to Lessor caused by the changes as noted in the conditions listed above. Lessor shall use good faith in discussing any such rate change and will use equal diligence in the pursuit of rate reductions afforded by the above referenced changes in capital markets.

Months 1 - __
Depreciation %
Administrative Fee $. /$1,000.

LIBOR-Star

EXHIBIT C

Lease and Fleet Management Services Agreement Dated:

Under the terms of the above mentioned agreement, we are requesting that rental payments be made to Automotive Rentals, Inc. and mailed to:

Automotive Rentals, Inc.
P. O. Box 8500-4375
Philadelphia, PA 19178-4375

or such other location indicated by Lessor.

Our rental billings will show the above mailing address.

Please acknowledge by signing in the space provided below.

Very truly yours,

Carl A. Ortell
President

Enclosures

The undersigned acknowledges receipt of the foregoing direction and agrees to make the payments as referred to above unless otherwise notified by Wells Fargo Bank, N.A.

By: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT I

MOTOR VEHICLE LEASE AGREEMENT

_____ (Lessor) hereby leases to _____ (Lessee), the vehicle(s) (Vehicle(s)) referred to herein for the rental set forth herein. This Motor Vehicle Lease Agreement is entered into between Lessor and Lessee and constitutes a separate and independent lease agreement solely of the Vehicle(s). This Motor Vehicle Lease Agreement is separate and distinct from any other lease agreement or other agreement between Lessor and Lessee or to which Lessee is otherwise a party. The terms of the Master Lease (except for any terms that refer to specific vehicles other than the Vehicle(s)) are incorporated by reference into this Motor Vehicle Lease Agreement and constitute terms of this Motor Vehicle Lease Agreement with the same effect as if they were fully set forth herein. The "Master Lease" refers to the Lease Agreement, dated _____, entered into between Lessee and Automotive Rentals, Inc., as heretofore and hereafter amended.

Lessor hereby assigns to _____ (Assignee) all rights, title and interest of Lessor in and to all moneys due and to become due under this Motor Vehicle Lease Agreement and Lessor hereby authorizes Assignee to collect all such moneys when due, either in the name of the Assignee or Lessor. Lessee hereby agrees to this assignment.

VEHICLE INFORMATION

S = SIDEBILLED D = DEALER INSTALLED

EQUIPMENT

COST

DESCRIPTION		*	CAPPED AMOUNT	DESCRIPTION		*	CAPPED AMOUNT	DESCRIPTION		*	CAPPED AMOUNT

LEASE INFORMATION

Date _____ By Tricia A. Atkinson
Authorized Signature

PS05(01/00)

EXHIBIT II

3/8/2011 5:36:22PM

Courtesy Delivery / License and Title Instructions

Client	ARI Veh # VIN Color

Driver

Dealer Installed Item(s)

Please report delivery via e-mail to delivery@arifleet.com, phone 800-257-7781, or fax 856-778-6293. Mail all original receipts and signed paperwork to ARI.

Vehicle to be licensed by:

Title To	Lien To	Client Info
Register To	Registration/Title Mail To	ARI Exempt/ID Numbers

Special Instructions

Driver Signature _____ Dealer Signature _____

Delivery Date _____ *Please fax to 856-778-6293 and then mail with all receipts, copies of Registration and original title, if in possession, to ARI*

License Plate # _____ Expires _____

ARI- New Vehicle Delivery Dept. 4001 Leadenhall Rd. PO Box 5039, Mount Laurel NJ 08054-5039 856-778-1500

ICN: mvdTitleInstr Client: Vehicle: Page 1 of 1