Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: E.J. Ward, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		NO EXCEPTIONS	

Proposer's Signature: _____ **Date:** 2-22-17

NJPA's clarification on exceptions listed above:

Review and Approved:

5/31/17

NJPA Legal Department

Contract Award
RFP #022217

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET MANAGEMENT AND RELATED TECHNOLOGY SOLUTIONS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: E.J. Ward, Inc. Date: 2/17/17

Company Address: 8801 Tradeway

City: San Antonio State: Texas Zip: 78217

Contact Person: Markay Ward Title: President

Authorized Signature: _____ Markay Ward
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 022217-EJW

Proposer's full legal name: E.J. Ward, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be June 1, 2017 and will expire on June 1, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on June 1, 2017

NJPA Contract # 022217-EJW

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name E.J. Ward, Inc.

Authorized Signatory's Title President

VENDOR AUTHORIZED SIGNATURE

Markay Ward
(NAME PRINTED OR TYPED)

Executed on _____, 20___

NJPA Contract # 022217-EJW

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: E.J. Ward, Inc.

Address: 8801 Tradeway

City/State/Zip: San Antonio, TX 78217

Telephone Number: 210.824.7383

E-mail Address: mward@ejward.com

Authorized Signature:

Authorized Name (printed): Markay Ward

Title: President

Date: 2/17/17

Notarized

Subscribed and sworn to before me this 17th day of February, 20 17

Notary Public in and for the County of Bexar State of Texas

My commission expires: 1/20/20

Signature:

MONICA A BROWN
Notary ID # 10144346
My Commission Expires
January 20, 2020

Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: E.J. Ward, Inc.

Questionnaire completed by: Mike Wade

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
   Net 30.
2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

   Ward can provide leasing or financing options on a case by case custom agreement basis.
3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

   All orders that come from NJPA will be flagged as special processing through our ERP/Accounting system for accountability and correct processing. At the end of the each quarter a report is run from the system that gives the order totals for the quarter. This will be processed in the same reporting manner as our GSA contract is processed now. We do not use dealers.
4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

   Yes, Ward accepts P-card procurement and payment at no additional cost.

WARRANTY

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

   - Do your warranties cover all products, parts, and labor?

Ward has a comprehensive warranty that covers all products, parts and labor. The following represents the Ward standard warranty program:

Warranty Start Date

The Warranty start date, as indicated in this policy, is subject to one of the following:

- The date a product was shipped from Ward, plus 30 days
- A date mutually agreed to in writing
- The terms defined in a customer's contract

Limited Hardware Warranty

Ward provides a one year limited product hardware warranty to purchasers of its products. Ward warrants that the products will be free from defects in materials and workmanship that result in a material deviation from the applicable published Ward technical specifications.

- Hardware Failure - Upon a hardware failure, Ward will repair or replace such products within three working days of its receipt of the failed hardware, if in advance of its receipt, such hardware was evaluated by a Ward technician, or Ward technical support person via telephone.
- Customer shall obtain a RMA number from Ward, the product hardware shall be shipped pre-paid to Ward, and the RMA number must be clearly indicated on the shipping box and paperwork.

Hardware Repair Service

In the event of a hardware failure past the first 30 days, but within the first year of ownership from the Warranty start date, the unit will be either repaired, or at Ward's option, replaced with a new or reconditioned unit of equal or greater value.

- Customer will receive an RMA number from Ward, the product hardware must be shipped pre-paid to Ward, and the RMA number must be clearly indicated on the shipping box and paperwork.
- A repaired or replacement unit will be shipped at Ward's expense within five business days after receipt of the failed unit.

Limited Software Warranty

Ward provides a one year limited software warranty to licensees of Ward software accompanying Ward hardware. Ward warrants that the software delivered will be free of defects in material and workmanship for a period of one year following delivery to licensee. Ward warrants that the software, when used in accordance with the terms of the Ward Software License, will operate substantially as set forth in the applicable Ward software documentation for a period of one year following delivery of the

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Exceptions are listed below.

Warranty Limitations: "EJW" cannot be deemed non-compliant with warranty requirements inclusive, but not limited to the following conditions:

1. **Acts of God & Man Made Events**: Disruptions caused by heavy rains, earthquakes, flooding, tornadoes, lightning strikes, hurricanes, fires, snow, ice, sleet, or road closures and detours caused by Town, City or State construction projects where normal street or interstate traffic patterns to the customer site are disrupted or stopped.

2. **Malicious Acts:** Inclusive of but not limited to; vandalism, theft, gun shots, rock throwing, fire, and anywhere damage is not attributable to normal, fair wear and tear of hardware components.

3. **Negligence**: Inclusive of but not limited to; third party contractors hired by the "Buyer" to perform fuel site maintenance that would impair the performance of "EJW" equipment by disrupting electrical service or making non-authorized adjustments to "EJW" installed hardware or terminals.

4. **Procedural Changes**: Inclusive of but not limited to; the "Buyer" changing the manner in which their employees interact with the "EJW" fuel automation hardware. These changes may require systemic changes which are considered outside the normal software maintenance activities (i.e., "OS" business rules or software customization requests).

5. **Non-"EJW" Equipment or Systems Failure:** Inclusive of but not limited to; "EJW" dispatching a technician and the cause of incident is found to be other than a contract covered product. Standard published pricing will apply for authorized repairs.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  Yes, when applicable under the warranty guidelines.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?
  No.

  How will NJPA Members in these regions be provided service for warranty repair?
  Through Ward's standard warranty program.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  Any item purchased through this program from Ward will be warrantied by Ward.

- What are your proposed exchange and return programs and policies?

All materials requiring return shipment to Ward for defects, normal replacement, or any other reason must be returned through the Return Merchandise Authorization (RMA) process. The request for an RMA number can be made by emailing ward at returns@ejward.com or by calling 210.824.7383.

- Returns made outside this process may cause an account to not be credited correctly, which may result in invoicing errors and/ or delays in getting the correct materials back to our customers.
- Returns older than 30 days from the invoice date will be subject to a 20% restocking fee. Only products that are in current production will be accepted, and the customer must obtain an RMA in advance using Ward's RMA process.
- No refunds will be given. Ward will issue an account credit that can be used toward future purchases.
- Ward reserves the right to deny any returns that are outside of the product warranty period or past the 30 day invoice date.

Exchange Policy: Exchange and/or repair of components is two to three (2/3) days after the receipt of the items in need of repair or exchange or after the receipt of a request for shipment (RMA) if there is no exchange or repaired board available. Customer's exchange and shipment to Ward must comply with Ward's Return Material Authorization (RMA) policy.

6) Describe any service contract options for the items included in your proposal.
Ward offers a complete service and support program that offers NJPA Members several program choices.

PRICING, DELIVERY, AUDITS, AND ADMINISTRATIVE FEE

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Ward offers a complete turnkey fuel management and telematics system throughout the United States including complete service and support of our system.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

   a. Ward will be offering our GSA contract discount which is a "discount from list price" method to NJPA.

   b. Ward offers a "discount from list price" to its existing customers under a service and support agreement after the initial order is placed and post warranty.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

   a. Ward's current discount will be 20% from our published price list for initial orders.

   b. After Warranty and with an enforce service and support agreement the discount from list price will be 10%.

10) The pricing offered in this proposal is

   _____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

   ___X___b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

   _____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

   _____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

   a. Ward does not offer a standard quantity discount or rebate program.

   b. Ward does take under consideration on a "case by case" basis additional discounts when they become available based on saving in production or raw material purchases.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Ward offers "third party" hardware and software products on at a "cost plus percentage" basis.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Pull and Replace FCT by Ward Technicians

- For use of existing mechanical and electrical wiring, piping and other related connections they must meet existing local, state, and national codes; or if a licensed electrician and permits are required additional charges will apply. - Customer is responsible for Network and CAT5 wiring to FCT unless noted in quote.

Pull and Replace FCT by Others

For use of existing mechanical and electrical wiring, piping and other related connections they must meet existing local, state, and national codes; or if a licensed electrician and permits are required additional charges will apply. - Customer is responsible for Network and CAT5 wiring to FCT unless noted in quote.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

E.J. Ward's method of shipping is by standard ground with a designation "FOB Destination Freight Prepay & Add".

- This method ensures Ward is liable for goods during shipment until received by the customer.
- Shipping & Handling is additional and will be charged on final invoice.
- A customer may request expedited shipments such as "next day" or "two day" for an additional cost.
- UPS is Ward's preferred carrier, however we also ship via FedEx when requested.
- Customer may provide Ward their shipping account # for order processing, however handling fees will still apply.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Ward would process this the same as any other order and would follow the process outlined in #14.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Ward can provide expedited shipments such as "next day" or "two day" for an additional cost.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Identifying NJPA Customers, NJPA Price Assurance, Calculating Sales and Remittance of Administrative fees: Process listed below is currently in use for other Ward Joint Purchasing Agency contracts.

a. Customer orders received through the NJPA program are setup in the MAS200 Accounting system with the code NJPA as the "Customer Type". This identifies the proper pricing for the order and ensures that the associated sales are calculated and reported accurately.
b. Using the MAS200 Accounting system select the Accounts Receivable Menu then select Reports and "Customer Listing". At the Customer Listing screen enter "NJPA" next to customer type and then print the report.
c. From the MAS200 Accounts Receivable menu select Reports and then select "Accounts Receivable Invoice History". Enter the Customer number(s) itemized on the previous report and select the date range for the quarter that is being reported. Print the report.
d. Enter sales into NJPA system, use the data from the preceding report.
e. Remit any associated fees to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Ward will utilize a .75% IFF percentage. Ward will provide after Contract Award our complete line item pricing in a searchable spreadsheet to NJPA.

Industry-Specific Questions

19) Of the following sub-categories please identify those that you provide solutions in:
- fleet management information systems (bundled providers, including telematics/fuel/motorpool sharing)
- telematics
- fuel management
- fleet sharing

If there are subcategories that are not identified in this list, please provide the subcategory title(s) that best describes what you are offering in your response.
Ward provides tank level information and also GPS Tracking.

20) Rank the previous subcategories (1 through 4, etc.) based on how strongly you are positioned within each.

Ward ranks fuel management number 1 and telematics number 2.

21) Describe your experience, abilities, and methods for integrating your offering with NJPA members' existing technologies.
Ward can seamlessly integrate the NJPA members Ward fuel management data into the members existing fleet maintenance software. Ward's fuel management system can also be integrated with the members existing IT infrastructure and network.

22) Describe your technology support and its practical availability for our members.

Ward offer a complete service and support program which has been included on our proposal for NJPA's review.

23) How configurable are your solutions to be adapted for the unique needs of our members?

Ward's solution is extremely adaptable for the unique needs of NJPA's members.

24) Describe your security measures and privacy practices to ensure that customers' data is secure.

a. Ward offers both a customer hosted enterprise solution and a Ward hosted SaaS, both solutions were built using best practice industry standards of data security and encryption. The physical network and server security in the customer hosted option is under the end customer control and specific business security rules.
b. The software has a multi-level security hierarchy with full audit trail as standard offering.
    i. Credentials are controlled by the customer's system administrator

25) Describe your security practices while data is in transit and while stored in a host facility.

a. Data in transit is encrypted
b. The same product security is employed as noted in question #1 above.
c. The hosting data center for Ward's SaaS is certified at the following levels
    i. SSAE 16/ISAE SOC 1 Type 2, ISO 27001, SOC 2 Type 2, SOC 3 Type 2, PCI DSS,HIPAA / HITECH Security Rule Compliance Report (AT 101), EU-U.S. Privacy Shield Framework.

In addition, the data center holds the following:

d. Cisco Cloud Provider Certification with a Cisco Powered Cloud Infrastructure-as-a-Service (IaaS) designation

a. Cisco Powered Disaster Recovery as a Service (DRaaS) designation under the Cisco® Cloud and Managed Services Advanced Certification

26) Do your solutions allow for different levels of privileges and permissions with different users?

Ward's FleetView software allows for multiple levels of privileges and permissions with different users. Fleetviews customizable system security features allow defined user to access the level of data required by their own security protocols. Define read-only, and or user access, to assets by division or location, specified levels in any configuration or combination.

- User authentication integrated with Active Directory
- Add, modify, and remove asset information
- Add, modify, and remove employee information
- User-friendly browser based interface
- User-specific password roles (manager, operator, analyst, etc.)

Role	View Screen Data	View Reports	Add/Modify Screen Data	Add/Modify Reports	Create/Modify Users
Read Only Role	Y	Y	N	Y	N
Operator Role	Y	Y	Y	Y	N
Operator Admin Role	Y	Y	Y	Y	N
System Admin Role	Y	Y	Y	Y	Y
Reporter Role	Y*	Y	N	N	N
Fuel Management Role	Y	Y	Y	Y*	N
Vehicle Tracker Role	N	N	Y*	Y*	N
Central Office	Y	Y	Y	Y*	N
District Coordinator	Y	Y	Y	Y*	N
District Equipment	Y*	Y	Y*	Y*	N
Shop Manager	Y*	Y	Y*	Y*	N

* Limited Permissions

Signature: _____ Date: 2/17/17