

## FLEET MANAGEMENT

Enterprise Fleet Management for  
City of Hollywood, Florida

Request for Proposal  
December 8, 2022

City of Hollywood, Florida  
2600 Hollywood Boulevard  
Hollywood, FL 33020

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### Contingency Language for the City of Hollywood Request For Proposal

It is Enterprise Fleet Management Inc.'s intention to work with the City of Hollywood to arrive at a mutually beneficial solution regarding contract negotiations of City of Hollywood's Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market. Due to this, we would like to negotiate certain terms of the City of Hollywood standard Contract Terms and Conditions.

Additionally, our Master Lease Agreement must supersede all other agreements.

All pricing is subject to successful contract negotiations and dependent on credit worthiness.

### Trademark and Copyright Information

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On behalf of Enterprise Fleet Management, I thank you for the opportunity to present our services. With more than 60 years of fleet management experience, along with managing or leasing more than 630,000 vehicles today, Enterprise Fleet Management is uniquely qualified to create the best program for your city. By partnering with us for your fleet needs, you will be able to save time, money, and effort.

Enterprise will specifically tailor a program based on the unique requirements of City of Hollywood. We have the ability to offer you programs consisting of leasing, rental, maintenance, fuel, insurance enrollment, disposal, and more. Our goal is to provide the same value to your city that we have to many others across the nation.

Our resources are available to our customers through a professional and personalized approach. You will have access to a local account team that is specifically assigned to you, to ensure the highest level of customer service. Your account team will meet with you regularly, and in person, to develop and evolve your customized transportation solutions.

We look forward to competing to be your transportation solution provider.

Thank you,

Kat Farber  
Client Strategy Manager  
850-557-6161 Office  
[kat.s.farber@efleets.com](mailto:kat.s.farber@efleets.com)



## FLEET MANAGEMENT

Enterprise Fleet Management is a privately held, full-service fleet management business for companies, government agencies and other organizations operating medium-sized fleets of 20 or more vehicles, as well as those seeking an alternative to employee reimbursement programs. Enterprise Fleet Management is an affiliate of Enterprise Holdings and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our customers. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 630,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light- and medium-duty trucks and service vehicles.

### Your Total Transportation Solution

Enterprise Fleet Management and our affiliate, Enterprise Holdings, together offer a total transportation solution. Combined, these businesses — which include car rental, car sharing, truck rental, fleet management, and retail car sales — accounted for \$30 billion in revenue and operated more than 2.1 million vehicles throughout the world in fiscal year 2022.

Enterprise Fleet Management provides customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting. This means the City of Hollywood will receive constant evaluation of your holding costs to ensure minimal operating expenses.

### Dedicated, Local Account Management

The City of Hollywood will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Our team, with many people who can support various aspects of the account, is located **only 27 miles away** from the City of Hollywood's office, so we can quickly arrive in person to address any of your needs.

Enterprise will also provide monthly management reports consisting of a single invoice of all applicable charges — lease, maintenance, and insurance. These reports may also be viewed online for immediate access. Our team will meet with the City of Hollywood quarterly — or more often, if necessary — to discuss these reports and ensure your program is working exactly as intended.

## Peace of Mind Maintenance

Enterprise's Full Maintenance program will handle all factory-recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.) as well as all incidentals and parts required for preventive maintenance (fluids, belts, hoses, etc.), including wheel alignments, and all unscheduled and common repairs (engine, transmission, battery, etc.) for almost any vehicle.

The cost of the program is fixed, budgeted, and inflation-proof, which can significantly reduce overall maintenance expenses. It also includes 24-hours-a-day, seven-days-a-week emergency roadside assistance — reducing administrative effort and downtime.

Enterprise partners with nearly 100,000 maintenance providers nationwide, which allows us to pass along cost savings and provide convenience to the City of Hollywood.

## Peace of Mind Maintenance Management Program

With Enterprise's Maintenance Management program, Enterprise manages the maintenance and repair process and contacts the client when additional approval is needed. Authorization and repair limits can be set to expedite maintenance and repair times. These are charged as needed, and the cost is passed through to the City of Hollywood. Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value. There is a monthly fee for this service.

## Looking Toward the Future

Ranked as one of America's Largest Private Companies, we are, together with our affiliate Enterprise Holdings, unparalleled in size, strength, and stability. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your program.

Enterprise Fleet Management combines expertise and industry-leading value to provide your organization the most comprehensive option in the marketplace. We are committed to providing a wide array of options to the City of Hollywood drivers in 2022, 2023, and beyond.

### 3.1 Project Description

#### 1) Routine Fleet Maintenance and Repairs

Enterprise's maintenance and repair network expands throughout the entire United States and Canada. All shops are insured per our required standards and our dedicated repair team is in communication with our body shops throughout the entire repair process, together with vehicle repair teams in the field that keep shops on track with repairs. Our parts network helps us locate parts quickly to get you back on the road. As a result, the average accident repair rate is typically 20 percent lower than the insurance industry average.

Once an estimate for body work is received, the Enterprise team will check to verify the repairs are needed. Once approved, our technicians review all work that is completed and pay the body shop directly. The driver will receive updates and notification throughout the repair process and when the work is completed. When the driver picks up the vehicle, the bodyshop, at the direction of Enterprise, will have the client complete a quality control document confirming satisfaction with the repair. Our leveraged relationship with these repair shops often allow us to pass on discounted repair and parts to customers like the City of Hollywood.

#### Full Maintenance Program

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available for up to 100,000 miles
- Covers all routine service recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available

#### Maintenance Management Program

With Enterprise's Maintenance Management program, Enterprise manages the maintenance and repair process and contacts the client when additional approval is needed. Authorization and repair limits can be set to expedite maintenance and repair times. These are charged as needed, and the cost is passed through to the City of Hollywood. Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value. There is a monthly fee for this service.

#### Maintenance Process

All maintenance and repairs are coordinated through Enterprise's National Service Department (NSD), using the support of our nationwide network of facilities. If maintenance or repairs are needed, drivers simply show the maintenance card for their vehicle. All maintenance cards are available within the mobile app.

We recommend the use of our Preferred Vendors to ensure the highest level of customer service and minimal downtime as these vendors are familiar with Enterprise and our maintenance programs.

When the shop contacts Enterprise with an invoice under the pre-set repair limit, the National Service Department (NSD) will assess the repair and make a decision on behalf of the customer. This helps our customers minimize downtime.



## 2) Vehicle Replacement Program

### Overview

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.

Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.

Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that the City of Hollywood is using the most cost-efficient vehicles for your needs. We will work with the City of Hollywood to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the City of Hollywood.

We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Your Client Strategy Manager will perform a cost analysis to make sure we are cycling vehicles at the proper time. We will also conduct a side-by-side vehicle comparison to verify that the City of Hollywood is using the most cost-efficient vehicle for your needs. We will work with the City of Hollywood to make sure your drivers are getting the correct vehicle for their application.

### Account Management Team

Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.

You will be assigned a Client Strategy Manager and an Account Fleet Coordinator who we select based on the location of your company. It is our belief that the City of Hollywood will get the highest quality customer service from those who live and work in your area. This team is composed of the following, who will support you as follows:

Kat Farber, **Client Strategy Manager**

- Works with the City of Hollywood to optimize the fleet through vehicle replacement/cycling based on market conditions.
- Conducts vehicle make/model comparisons and performs fleet cost analysis.
- Reviews the City of Hollywood's performance data through our Annual Client Review tool for year-over-year performance comparison.
- Meets regularly with the City of Hollywood to review fleet needs and identify account changes.

Jennifer Russo, **Account Fleet Coordinator (AFC)**

- City of Hollywood's primary contact for day-to-day fleet management needs related to maintenance, fuel, insurance, and Geotab telematics.
- Provides ongoing support to the City of Hollywood's driver team.
- Provides billing support.
- Manages the ordering process, including title procurement and registration.

## 3.2 Technical Specifications:

### 3.2.1 Auto Body Repairs

**A. The Contractor shall be responsible for making general body repairs to include, but not limited to, damaged vehicles, accidents, and vandalism to the City of Hollywood owned or maintained vehicles or fleet equipment.**

#### Accident Management Program

We want to get your drivers back on the road safely, timely and cost-effectively. We have designed the Accident Management Program to simplify the vehicle repair process and benefit the City of Hollywood in the following ways:

- **Stay focused on your business:** Claims are handled with limited driver involvement, so the entire process causes minimal distraction from their core responsibilities. Enterprise will submit claims information to your liability carrier if necessary.
- **Decrease driver downtime:** Drivers have access to our nationwide network of body shops. Enterprise offers 24/7 roadside assistance.
- **Lower costs:** Enterprise has one of the lowest industry cost-average for repairs. Most shops discount parts and labor saving the City of Hollywood money.
- **Make only one call:** Claims Support Coordinators will help with all of your needs, including roadside assistance, claims handling, arbitration management, vehicle replacement, and much more; this reduces both “windshield time” and excess fuel consumption. In addition, only one estimate required so multiple calls do not need to be made.

#### Planned and Unplanned Maintenance

For both planned and unplanned maintenance, drivers may take their vehicle directly to a vendor in network and show the maintenance card associated with their vehicle to start the maintenance process. If the cost exceeds the pre-established card limit, our vendors will contact us for additional approval.

For planned maintenance, we post reminders to our customer website that can be forwarded to the driver. These alerts will inform them that maintenance is due and to take their vehicle to the shop for service.

In addition, we can coordinate roadside service 24/7 to accommodate a driver if their vehicle becomes inoperable.

Please refer to Appendix 1 for a list of Preferred Vendors in close proximity to the City of Hollywood.

**B. The estimate for repairs shall clearly indicate supplied parts and repair materials as:**

**1. New Original Equipment Manufacturer (OEM)**

**2. New “after-market”, or**

**3. Used OEM**

Enterprise will provide monthly invoices that include all applicable charges — lease, maintenance, and insurance. These invoices can also be viewed and downloaded from our website for immediate access.

Most billing transactions are system controlled and automated to reduce mistakes resulting from human error. Any charge to the customer’s bill that is initiated by a human rather than our internal systems requires manager approval before it is billed to a customer.

Our invoices will specify what type of parts will be used for repairs.

**C. Labor estimates shall be based upon and supported by standard reference publications generally recognized for use by the body repair industry, such as CCC Pathways software, Mitchell's or Motor's Collision Repair manuals. The estimate shall state the reference publication used.**

Enterprise Fleet Management is partnered with most manufacturers and Mitchell ProDemand to utilize their parts and labor pricing guides. We keep records of all quoted and negotiated prices when a call for approval is made, and then reconcile once we have verification of completion or receive an invoice.

**D. The quality of the completed work for fit, finish, sheet metal work, overall painting and patching must be acceptable to the City and in compliance with standard industry best practices. The Director of the Public Works Department or his/her designee shall verify quality of work completed as compliant. The standard applied shall consist as follow:**

- 1. Repaired surface area will match the rest of the vehicle in color, fit and/or finish**
- 2. All body and repair parts or materials used in the repairs shall be certified by their manufacturer as meeting Original Equipment Manufacturers (OEM) specifications.**

We partner with our local rental Vehicle Repair Teams and utilize the same body shops they use for rental vehicles. Because of the volume of vehicles we have on the road, these shops provide us with discounted labor rates and parts discounts.

A body repair facility must be fully insured and agree to the pricing established in the contract. There are a variety of body shop options to service all vehicle types. Our shop network includes body shops with paint booth, frame machines and scan devices. Estimates are sent to us before the work is approved for repair, and all work must be guaranteed.

When the driver picks up the vehicle, the body shop, at the direction of Enterprise, will have the client complete a quality control document confirming satisfaction with the repair. Our leveraged relationship with these repair shops often allow us to pass on discounted repair and parts to customers like the City of Hollywood.

**E. When non-OEM body parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by Contractor as being equal in kind and quality in terms of fit, performance and overall quality to the original manufacturer parts they are replacing.**

Enterprise acknowledges this request of the City of Hollywood and in the event of unsatisfactory work, Enterprise will work as the liaison for the City of Hollywood for any warranty issues.

**F. The awarded Contractor will be required to inspect and accept all completed work in accordance with industry fleet management best practices and specifications under this solicitation. Any discrepancies or shortages will be addressed by the selected Contractor at the end of the final inspection. Final inspection will be performed and approved by the selected Contractor. All corrections shall be made at the Contractor's expense including pick-up and delivery of vehicle. Corrections are to be completed within three (3) business days.**

Once an estimate for body work is received, the Enterprise team will check to verify the repairs are needed. Once approved, our technicians review all work that is completed and pay the body shop directly. The driver will receive updates and notification throughout the repair process and when the work is completed. When the driver picks up the vehicle, the bodyshop, at the direction of Enterprise, will have the client complete a quality control document confirming satisfaction with the repair. Our leveraged relationship with these repair shops often allow us to pass on discounted repair and parts to customers like the City of Hollywood.

**G. Performance. The City will monitor the awarded contract to the selected Contractor under this solicitation and will meet with Contractor on a weekly basis to ensure contract compliance.**

### Performance and Account Reviews

Once implemented, your Account Team will schedule quarterly fleet performance reviews to compare year-over-year cost savings and validate current initiatives. We will also hold an annual client review meeting to review the overall performance of your fleet. At that time, members of your account management team will provide recommendations regarding maintenance, fuel, insurance, acquisition, and resale based upon industry standards. If the City of Hollywood would like to meet outside of these scheduled reviews, Enterprise will meet with the City of Hollywood at no additional cost. Additionally, Enterprise Meetings can be held in person, virtually, or via phone call on an as needed basis.

**H. Contractor shall be liable for security and safekeeping of the City's vehicles to include attachments, components, emergency signal equipment and radios when left with Contractor for repairs.**

Enterprise acknowledges this request of the City of Hollywood and in the event of damage or theft from any subcontractors provided under the Enterprise Repair Program, Enterprise will work as the liaison for the City of Hollywood to remedy. Enterprise requires all partners under our preferred agreements to maintain adequate insurance coverage and security to support our multiple rental locations as well as alternate lines of business.

**L. Contractor agrees to accept such work as the City determines to be an emergency and further agrees to give such emergency work priority to get emergency vehicles operational as soon as possible. The City may declare any work to be an emergency, as all vehicles are used regularly in public safety or emergency work.**

Some vehicle manufacturers have pool vehicles we can draw from in the event of an emergency. We can also purchase vehicles from several available used inventories. Enterprise can also utilize our dealer network and acquire replacement vehicles from dealer stock.

Because we are an affiliate of Enterprise Rent-A-Car, we can rent vehicles and trucks on a daily, weekly, or monthly basis until an alternative vehicle is acquired.

**M. Contractor guarantees to perform services under this Agreement in a professional manner with personnel that are certified in the performance of these repairs. The Contractor shall furnish a warranty for all parts and labor for a period not less than one (1) year from date of installation on the vehicles. Failure to meet minimum standards at the determination of the City will be considered cause for the City to cancel the Contract and shall extend to any work in progress without liability to the City for work performed.**

#### Staff and Qualifications

The National Service Department has a staff of more than 150 technicians. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires. There are more than 110 Service Advisors who handle any type of repair — from an oil change to a transmission failure. Approximately 98 percent of our technicians have ASE certifications.

Any repairs completed in a manner that does not meet the standard of the City of Hollywood's expectations, Enterprise will intercede between the city and shop to ensure that the work is then completed to an acceptable standard for the City.

Enterprise will assist in holding accountable the repair facility should they be responsible for any damages.

**N. Contractor agrees to charge for services the actual hourly rates shown as submitted on the bid form and shall be governed by any predetermined repair time that may be customarily used in calculating charges for work performed, i.e., Mitchell Manual Standards.**

As mentioned before, Enterprise Fleet Management is partnered with most manufacturers and Mitchell ProDemand to utilize their parts and labor pricing guides. We keep records of all quoted and negotiated prices when a call for approval is made, and then reconcile once we have verification of completion or receive an invoice.

### 3.2.2 Preventative Maintenance and Repairs:

**A. The Contractor shall be responsible for management of general mechanical repairs related to preventative maintenance or component failure to the City of Hollywood's owned or maintained vehicles or fleet equipment. Police vehicles are on a 3-month preventative maintenance program, however the Director of the Public Works Department or his/her designee may opt for a difference preventative maintenance schedule on an as needed basis.**

Enterprise Fleet Management has read and understands this provision.

All preventative maintenance notifications are available for XCO administrators to view on our website, and the Enterprise mobile app will push alerts to the driver's mobile device when maintenance work is due.

Our National Service Department follows manufacturer-recommended intervals as per each vehicle's owner's manual.

In addition, designated the City of Hollywood administrators can manually select driver notifications when the initial alert is received. In addition to preventative maintenance notifications, our customer website provides alerts for:

- Maintenance and mileage updates
- Registration status for each unit on the maintenance program.

Please refer to the [Available Shop List Attachment](#) for a list of Preferred Maintenance Shops within a 25-mile radius of Hollywood.

**B. The estimate shall clearly indicate supplied parts and repair materials as:**

**1. New Original Equipment Manufacturer (OEM)**

**2. New "after-market", or**

**3. Used OEM**

Please refer to response [B in Section 3.2.1](#) as our practices for Auto Body Repairs and Preventative Maintenance and Repairs are the same.

**C. Labor estimates shall be based upon and supported by standard reference publications generally recognized for use by the repair industry, such as Mitchell's or Motor's Repair manuals. The estimate shall state the reference publication used.**

As mentioned before Enterprise Fleet Management is partnered with most manufacturers and Mitchell ProDemand to utilize their parts and labor pricing guides. We keep records of all quoted and negotiated prices when a call for approval is made, and then reconcile once we have verification of completion or receive an invoice.

**D. The quality of repair/service must be acceptable to the City and in compliance with standard industry best practices. The Director of the Public Works Department or his/her designee shall verify quality of work completed as compliant. The standard applied shall consist as follow:**

**1. All repair parts or materials used in the repairs shall be certified by their manufacturer as meeting Original Equipment Manufacturers (OEM) specifications.**

Enterprise Fleet Management will assist in upholding the OEM warranties provided.

**E. When non-OEM parts are approved for use, such parts shall be certified by the Certified Auto Parts Association (CAPA) and warranted by Contractor as being equal in kind and quality in terms of fit, performance and overall quality to the original manufacturer parts they are replacing.**

Please refer to response [E in Section 3.2.1](#) as our practices for Auto Body Repairs and Preventative Maintenance and Repairs are the same.

**F. The awarded Contractor will be required to inspect and accept all completed work in accordance with industry fleet management best practices and specifications under this solicitation. Any discrepancies or shortages will be addressed by the selected Contractor at the end of the final inspection. Final inspection will be performed and approved by the selected Contractor. All corrections shall be made at the Contractor's expense including pick-up and delivery of vehicle. Corrections are to be completed within three (3) business days.**

Please refer to response [F in Section 3.2.1](#) as our practices for Auto Body Repairs and Preventative Maintenance and Repairs are the same.

**G. Performance. The City will monitor the awarded contract to the selected Contractor under this solicitation and will meet with Contractor on a weekly basis to ensure contract compliance.**

Please refer to response [G in Section 3.2.1](#) as our practices for Auto Body Repairs and Preventative Maintenance and Repairs are the same.

**H. Contractor shall be liable for security and safekeeping of the City's vehicles to include attachments, components, emergency signal equipment and radios when left with Contractor for repairs.**

Please refer to response [H in Section 3.2.1](#) as our practices for Auto Body Repairs and Preventative Maintenance and Repairs are the same.

**I. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing Automotive Service Repair. Records of all hazardous waste removal shall be made available to the City or its assigned agents.**

Enterprise Fleet Management complies with all applicable EPA and OSHA requirements governing Automotive Service Repair.

**J. Contractor shall have adequate facilities or established ongoing subcontracts in place with vendors having adequate facilities to provide full-service fleet management services for pickup and delivery of vehicles. Contractor will maintain an OSHA approved maintenance facility. All repairs shall be performed at the Contractor facilities using its own equipment.**

As mentioned before, we recommend our Preferred Vendors to ensure the highest level of customer service and value because they are familiar with Enterprise and our maintenance programs. In addition, Preferred Vendors have the ability to communicate electronically for repair authorization, which allows for faster approval, less downtime, and real-time reporting.

We partner with our local rental Vehicle Repair Teams and utilize the same body shops they use for rental vehicles. Because of the volume of vehicles we have on the road, these shops provide us with discounted labor rates and parts discounts.

A body repair facility must be fully insured and agree to the pricing established in the contract. There are a variety of body shop options to service all vehicle types. Our shop network includes body shops with paint booth, frame machines and scan devices. Estimates are sent to us before the work is approved for repair, and all work must be guaranteed.



**K. Contractor shall furnish an itemized invoice showing work hours per class of employee, materials, and quantity, etc., along with a copy of material cost invoice from the Contractor source of supply suitable in detail to the City of Hollywood.**

Enterprise will provide monthly invoices that include all applicable charges — lease, maintenance, and insurance. These invoices can also be viewed and downloaded from our website for immediate access.

Most billing transactions are system controlled and automated to reduce mistakes resulting from human error. Any charge to the customer's bill that is initiated by a human rather than our internal systems requires manager approval before it is billed to a customer.

**L. Contractor agrees to accept such work as the City determines to be an emergency and further agrees to give such emergency work priority to get emergency vehicles operational as soon as humanly possible. The City may declare work to be an emergency only with respect to vehicles used regularly in public safety or emergency work.**

Please refer to response [L in Section 3.2.1](#) as our practices for Auto Body Repairs and Preventative Maintenance and Repairs are the same.

**M. Contractor guarantees to perform services under this Agreement in a first-class professional manner with personnel that are ASE certified in the performance of these repairs. The Contractor shall furnish a warranty for all parts and labor for a period not less than one (1) year from date of installation on the vehicles. Failure to meet minimum standards at the determination of the City will be considered cause for the City to cancel the Contract and shall extend to any work in progress without liability to the City for work performed.**

Please refer to response [M in Section 3.2.1](#) as our practices for Auto Body Repairs and Preventative Maintenance and Repairs are the same.

**N. Contractor agrees to charge for services the actual hourly rates shown as submitted on the bid form and shall be governed by any predetermined repair time that may be customarily used in calculating charges for work performed, i.e., Mitchell Manual Standards.**

Please refer to response [M in Section 3.2.1](#) as our practices for Auto Body Repairs and Preventative Maintenance and Repairs are the same.



### 3.2.3 Accident and Vandalism Repairs

**A. The Contractor will be responsible for processing accident repairs, working in conjunction with the City's Risk Management Claims Adjuster, including obtaining repair estimates and bids, transportation of vehicles to/from the repair site (if required), repair quality and timeliness, and administration, including the payment of invoices (charged as non-contract on the Contractor's monthly invoice and not part of the Contractor's Targeted Budget), and coordination with Risk Management for collection of property damage claims.**

#### Claims and Accident Reporting Process

A driver can choose to report a loss through our mobile app, by calling our toll-free number, or by reaching out directly to the City of Hollywood's assigned adjuster by phone, email, or fax. As soon as a driver reports a claim, they are assigned to a local in-network body shop to receive an estimate. Once the estimate is reviewed and approved by the City of Hollywood's personal adjuster for accuracy, the driver is instructed to schedule the repairs. For clients that need temporary transportation during the repair process, a rental vehicle can be made available for the City of Hollywood's driver.

If temporary transportation is included in your premium or contract charge, and if under the approved timeframe and limit, the rental costs will not be billed back. If these items are not included in the premium or contract charge, then the rental cost will be consolidated on the lease bill at the end of the repair. Once the repair is complete the driver will be notified that their vehicle is ready for pick up. The driver signs off on the quality control report when picking up their vehicle to confirm satisfaction with the repair.

On larger losses or if the vehicle is unsafe to drive, we will schedule a tow and provide a rental for the driver if desired. Enterprise handles all payments on the driver's behalf, including body repair and rental invoices and will pass applicable amounts as well as any discounts on to the City of Hollywood on a consolidated monthly statement.

**B. A minimum of three (3) competitive bids may be obtained for accident repairs, one of which can be the Contractor's. The City will monitor the bidding procedures used by the Contractor, and the City reserves the right to increase the required number of competitive bids or to preclude the Contractor from bidding, or both.**

Enterprise Fleet Management has preferred pricing for repairs with the facilities listed in [Appendix 1](#). Additional shops can be provided upon request.

### 3.2.4 Security and Standard Quality of Repairs:

#### Security:

**All City vehicles and equipment shall be kept secure and within a locked, fenced yard or indoors while in the possession of the awarded Contractor.**

Enterprise Fleet Management does not require our sub-contractors to fence in or lock their facility, however, we require all shops to carry a level of insurance sufficient enough to protect the assets on their property.

#### Repair Standards:

**The quality of the finished work shall be of the best standards of the fleet management industry standards as to preparation of metals for repair, primer, and paint standards and finished quality of repairs. The successful awarded Contractor shall be required to consistently produce the best quality of work using modern facilities, methods, paints, and repair techniques performed by individuals knowledgeable and skilled in collision repairs, so the repairs conform with the original body alignment and contours as well as matching existing paint textures and colors in a manner consistent with Original Equipment Manufacturer (OEM) work quality. Where collision damage has caused structural damage or frame/chassis misalignment of any nature, the successful Contractor shall be required to align the frame using equipment currently used in the industry, with ASE certified personnel, to factory new standard frame/chassis/unibody alignment.**

We partner with our local rental Vehicle Repair Teams and utilize the same body shops they use for rental vehicles. Because of the volume of vehicles we have on the road, these shops provide us with discounted labor rates and parts discounts.

A body repair facility must be fully insured and agree to the pricing established in the contract. There are a variety of body shop options to service all vehicle types. Our shop network includes body shops with paint booth, frame machines and scan devices. Estimates are sent to us before the work is approved for repair, and all work must be guaranteed.

### 3.2.5 Warranty Requirements

All labor, materials, supplies, paints, and parts etc., supplied by the awarded Contractors shall be covered by a one (1) year unconditional guarantee in addition to the guarantee listed below:

All services under this solicitation to include but not limited to preventative maintenance auto collision damage repairs, or refurbishment work, including paint, shall be guaranteed for one year against cracking, peeling, fading, or not maintaining OEM quality, chipping, rusting fillers coming loose, and other defects in materials or workmanship. Any such repairs, work, paint, or material becoming defective shall be redone to the City's satisfaction at no charge. Refusal of the Contractor to honor the guarantee, when requested shall be considered justifiable grounds for termination of awarded contract under this solicitation.

#### City of Hollywood Maintenance Policy

We follow the manufacturer-specific maintenance schedule in order to maintain vehicle warranty. The maintenance program can be customized depending on the situation and vehicle usage.

Enterprise has also negotiated many aspects of the maintenance and repair process with our Preferred Vendors, so we run into very few problems with enforcing maintenance policies. Our National Service Department reviews all invoices to make sure services are performed at the correct and fair price.

**The Contractor will administer all warranties and recalls, both for vehicles and parts, associated with management of the City's fleet. The Contractor will be required to attempt to obtain authorization from various vehicle manufacturers to perform in-house warranty work on City vehicles. Such work will be reimbursed directly to the Contractor by the manufacturer and the City will be held harmless from payment for such work. Work performed by the Contractor for which reimbursement is provided by the manufacturers will not be billed to the City. The Contractor can send warranty or recall work out to others, subject to applicable provisions of the manufacturer's warranty, when it is more cost-effective to the City to do so. The Contractor will be responsible for any deductible on work performed at a dealership. The cost of repairs made if a vehicle is sent out for suspected warranty work – and the suspected problem is not warrantied – will be absorbed by the Contractor as part of the annual maintenance cost.**

#### Warranty Information

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, the National Service Department weighs in and consults with the customer on the savings and benefits of getting work covered under warranty versus lost downtime to transport the vehicle to another service location if it is not currently at a dealer.

Warranty repairs are referred to the appropriate dealer. Repairs just outside of warranty are also referred to the dealer, and the National Service Department (NSD) seeks goodwill assistance from the manufacturer for these repairs as long as they are within reason and are not due to driver neglect.

The NSD will assist with repeat problems, parts delays, goodwill assistance, and unreasonable downtime situations. Enterprise maintains a strong working relationship with the manufacturers. As needed, the NSD will seek assistance from our service representatives for parts delivery escalation or other issues.

### 3.3 Lease Purchasing Program/Vehicle Replacement:

**Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a lease purchase/vehicle replacement program to the City's Fleet Inventory vehicles. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a lease purchase/vehicle replacement program that would benefit the City which is efficient and cost effective. Please provide how your firm will implement such a program.**

Enterprise Fleet Management leverages the best practices of our parent company, Enterprise Holdings, which owns and operates the largest fleet of vehicles in the world at over 2.1 million units. Our Fleet Management Division services over 650,000 vehicles all operated in the local markets in which we serve. Of the 650,000 vehicles on lease, 60,000 are government service vehicles.

The total Cost of Ownership approach, leveraged by Enterprise Fleet Management and Enterprise Holdings, compares all the costs associated with operating a vehicle. This includes the major categories of maintenance, fuel, and depreciation alongside the minimal impacts of registration/administrative time, interest, and insurance. When taking this approach, we can determine the cost on a cents per mile basis to operate each vehicle, including Electric Vehicles as they begin to enter the market. We then compare these findings and present them to the city decision making team.

In leveraging these best practices, we deliver a superior customer experience through local knowledge, industry expertise, multi-level infrastructure, and a conservative approach. We have helped municipalities across the United States operate newer vehicles at or below their current budget, while simultaneously helping create a sustainable fleet program that addresses both the operational and capital budgets of our government partners. The model provides a 10 Year Fleet Forecast during the implementation process and each year with the support of your local Client Strategy Manager based out of Coconut Creek, FL you will receive both an Annual Client Review (to benchmark actual expenditures) and a Fleet Replacement Analysis to properly budget and forecast your upcoming budget year.

The City of Hollywood has been doing business with Enterprise Fleet Management for over nine years. In that time Enterprise Fleet Management has shown departments, such as Code Enforcement and Fire & Rescue how to run a newer fleet at or below their proposed budget. Our programs are designed to leverage Enterprise's unique resale channels to help organizations and municipalities, such as the City of Hollywood, operate at the lowest total cost of ownership. Our long-standing relationships with the City have demonstrated we can deliver on our value proposition. This philosophy combined with local and national resources is what has made us a top-rated fleet management provider in the State of Florida with a 98 percent Nationwide Retention Rate.

Enterprise Fleet Management specializes in class I - VII (light/medium duty vehicles), with the ability to help with specialized vehicles up to class VIII. We also can assist with Emergency Response Vehicles – Police Patrol Marked/ Unmarked. We are also able to help the city with additional specializations such as golf carts, ATVs, UTVs, etc. We have excluded Heavy Duty Vehicles/Apparatuses/Non-Light-Medium Duty Vehicles from our cost analysis for the city. We do exclude yellow iron, fire apparatuses, and trailers from our models as these fall outside of our scope of expertise. How we help the city make an impact in excluded areas is through our strategic resale processes and funding options that allow the city to reappropriate funds to purchase those items without negatively impacting other fleet needs in a budget year. This means that 722/1043 units were considered for the analysis.

Appendix 2 features the City of Hollywood Fleet Planning Analysis attachment which reflects a recent 10 Year Fleet Replacement Analysis for the City. This analysis illustrates how a strategic Public Private Partnership with Enterprise Fleet Management Strategic Leasing vs your current Fleet Budget for Capital and Operating Costs could save the City over \$9,194,291. Savings are a result of reducing the net cash flow spent by purchasing vehicles annually and spreading that cost through an open-ended equity lease and replacement model. After the fleet is fully implemented with Enterprise Fleet Management, the average annual sustainable savings is approximately \$637,602. The customized plan has an approximate timetable of being fully implemented in 4.32 years. This calculated approach to phase in newer, safer, more fuel-efficient units would be tackled by age bracket – starting with the oldest first to minimize safety/risk exposure to the city from operating aged units. 10 years and older in year 1, 8 years or older in year 2, 7 years or older in year 3, 6 years or older in year 4, and 5 years or older in year 5. The implementation plan of the City is flexible and can be re-evaluated annually or more based on the dynamic priorities of the city as well as the vehicle environment. Forecasting each year can include the ESG/Hybrid/Electric Vehicle etc. and their relative cost of operating upon request.

Appendix 2 illustrates operating closed in leasing; however, our funding flexibility allows for both Open and Closed End Leases.

### Lease Options / Funding Solutions

Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.

Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.

- Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference.
- Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles.
- Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- Traditional Purchase Finance: allows the City of Hollywood to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value.

### Open-Ended Lease

Many municipalities commonly find it difficult or impossible funding a healthy vehicle life cycle. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:

- Improved cash flow
- No mileage restrictions or wear-and-tear charges
- Flexible financing options
- Customized terms for use and type of vehicle
- Retention of ownership rights

In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows municipalities to pay the minimum amount for the use of the vehicle on a monthly basis, improving cash flow.

The mechanics of this lease involve financing the difference between the vehicle's purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle's age and application.

### End-of-Lease Options for Open-Ended Lease

Options at completion of an Open-Ended Lease term:

- Enterprise can renew your vehicles with new models and apply any gains to the replacement vehicle
- the City of Hollywood can extend the term of the lease
- Enterprise can facilitate the sale to an employee or a third party

Enterprise Fleet Management can sell the aged vehicles in a process that generates a competitive price. Gains are defined as the difference between the resale proceeds from our remarketing efforts and the open-market sale and the Reduced Book Value. There are no mileage charges or excessive wear-and-tear charges. The vehicle can be resourced back into the City of Hollywood's owned fleet at any time during the lease period. As a result, resourcing is just as simple as outsourcing.

Enterprise Fleet Management can facilitate the sale of a vehicle to an the City of Hollywood employee or a third party. This is done through an independent service to ensure a fair and beneficial process for all involved parties.

### Closed-Ended Lease

Enterprise Fleet Management features a Closed-Ended Lease product to allow for a lower monthly payment based on vehicle usage. Our Closed-Ended Lease is characterized by:

- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)
- Over-mileage and abnormal wear and tear charges may apply
- Generally used for one- to three-year terms
- Vehicles are turned in at end of lease term

### End of Lease Options for Closed-Ended Lease

Enterprise Fleet Management can facilitate the sale of a vehicle to an employee or a third party. This is done through an independent service to ensure a fair and beneficial process for all involved parties.

### 3.4 License Administration Program:

**Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a license administration program to the City's Fleet Inventory vehicles. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a license administration program to ensure all covered vehicles are properly licensed with City license plates (specialized yellow plates) that would benefit the City. Please provide how your firm will implement such a program.**

#### License, Title, Registrations, and Citations

Enterprise handles all registration, tax, and titling services on behalf of the client. This includes renewals, state transfers, duplicate requests and other DMV-related transactions so the City of Hollywood does not have to worry about monitoring when these are due. Enterprise Fleet Management has expertise in the License and Title process in every state and will work with the driver to collect all the proper documents necessary to complete registration, saving time and money by avoiding lines and paperwork at the DMV.

Initial registration is typically done through the delivering dealer. If the delivering dealer cannot complete the transaction, our License and Title team will process the registration through the state's DMV office. We occasionally use a third-party service to assist with these transactions.

Enterprise Fleet Management retains and manages a title for every vehicle from the time of purchase until it is transferred to a new owner, when applicable. We will handle all necessary paperwork for vehicle titles.

The License and Title team uses a direct link to the DMV system to easily manage and service titling in many states. In other cases, our License and Title team works directly with the local DMV offices to process all necessary paperwork.

In most cases we can assist a client in obtaining a specialty license plate. All paperwork and renewals will be facilitated by Enterprise Fleet Management as with standard license plates.



### 3.5 Maintenance Program:

Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a Maintenance program to the City's Fleet Inventory vehicles. The maintenance program shall include but not limited to cover all essential maintenance and repairs for efficient vehicle operations, oil and other fluids between changes, tire repair and replacement, etc. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a maintenance program that would benefit the City which is efficient and cost effective. Please provide how your firm will implement such a program.

#### Maintenance & Repair Overview

Enterprise's maintenance and repair network expands throughout the entire United States and Canada. All shops are insured per our required standards and our dedicated repair team is in communication with our body shops throughout the entire repair process, together with vehicle repair teams in the field that keep shops on track with repairs. Our parts network helps us locate parts quickly to get you back on the road. As a result, the average accident repair rate is typically 20 percent lower than the insurance industry average.

Once an estimate for body work is received, the Enterprise team will check to verify the repairs are needed. Once approved, our technicians review all work that is completed and pay the body shop directly. The driver will receive updates and notification throughout the repair process and when the work is completed. When the driver picks up the vehicle, the bodyshop, at the direction of Enterprise, will have the client complete a quality control document confirming satisfaction with the repair. Our leveraged relationship with these repair shops often allows us to pass on discounted repair and parts to customers like the City of Hollywood.

#### Full Maintenance Program

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available for up to 100,000 miles
- Covers all routine service recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available

#### Maintenance Process

All maintenance and repairs are coordinated through Enterprise's National Service Department (NSD), using the support of our nationwide network of facilities. If maintenance or repairs are needed, drivers simply show the maintenance card for their vehicle. All maintenance cards are available within the mobile app.

Shops are then required to contact the NSD for any work exceeding the pre-established card limit. Our technicians will assess the recommended services based on mileage, vehicle maintenance history, and cost. We will leverage our National Account agreements, and can often negotiate pricing, to provide the best value for the services offered.

For a full breakdown of how this will be implemented, please refer to our Implementation attachment located in [Appendix 3](#).



### 3.6 Maintenance Management Program:

Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a Maintenance Management program to the City's Fleet Inventory vehicles. The maintenance management program shall include but not limited to a comprehensive Enterprise Resource Planning system (i.e., work order and database management system) to manage all services performed on covered vehicles within the City's Fleet inventory. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a maintenance management program that would benefit the City which is efficient and cost effective. Please provide how your firm will implement such a program.

#### Maintenance Management Program

With Enterprise's Maintenance Management program, Enterprise manages the maintenance and repair process and contacts the client when additional approval is needed. Authorization and repair limits can be set to expedite maintenance and repair times. These are charged as needed, and the cost is passed through to the City of Hollywood. Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value. There is a monthly fee for this service.

Enterprise leverages our relationships with our National Accounts and vehicle manufacturers to help minimize downtime of vehicles while in for repairs. Through our affiliate company Enterprise Holdings, which includes the Enterprise Rent-A-Car and National Car Rental brands, we can easily set up and manage rentals for your drivers. This will enable the driver to get back on the road and do their job with as little downtime as possible. We also recommend the use of our Preferred Vendors because they are familiar with our maintenance programs and can help keep downtime to a minimum.

#### Best Practices To Minimize Downtime?

- Use Preferred Vendors found through our Shop Finder tool on the website or mobile app.
- Plan ahead and make appointments for service when possible (appointments can be set up within our mobile app for certain vendors).
- Utilize the same shops as often as possible. This will increase familiarity with your fleet vehicles and the vendor's familiarity with Enterprise's processes.
- Customers with high downtime expense may want to increase card and repair limits to expedite the approval process.
- Customers with larger vehicles/diesels with generally higher expenses maintenance would benefit from a higher driver card limit or client repair limit.
- Make Enterprise aware anytime your vehicle has been down for one to two weeks, when there is a vehicle dropped off for warranty and technical expertise, or when assistance with a back ordered part is needed.

For more information, please refer to our Maintenance Information on page 8.

### 3.7 Fuel Management for Fleet Covered Vehicles:

Under this section, the City of Hollywood is open to Contractor's proposals or alternative solutions for a successful implementation of a Fuel Management program to the City's Fleet Inventory vehicles while emphasizing the potential to rapidly transition to lower emissions fuels and, ultimately zero emissions vehicles to the greatest extent possible. The Fuel Management program shall include but not be limited to innovative methods to procure and sustain supply of fuel on covered vehicles within the City's Fleet inventory. Contractors shall highlight in their proposal submission a clearly defined process for the implementation of a Fuel Management program that would benefit the City, which is efficient, cost effective, and helps the City meet its greenhouse gas reduction goals. Fuel availability before, during and after a declared emergency is critical to the city's daily operation, Contractors must be able to provide a consistent supply of fuel for use as needed. Please provide how your firm will implement such a program.

#### Fuel Overview

We partner with WEX for fuel card services, and the card is accepted at more than 90 percent of stations in the U.S by more than 200 fuel brands totaling more than 180,000 locations nationwide. Each driver is assigned a personal identification number, and they are instructed to enter this PIN at the pump, along with the odometer reading, which drives reporting and data capture on each vehicle. A wide variety of reports can be generated by using this data.

WEX customers can monitor and control their fuel costs through WEXOnline. Fleet managers can set pre-determined limits on the amount of money their drivers can charge, the frequency with which their drivers can purchase fuel, the type of products and services that their drivers can purchase and the time of day or days when their drivers can make purchases. In addition, through WEXOnline, fleet managers can perform real-time modifications to any pre-determined limits or add or remove driver identification numbers in response to changes or to prevent theft.

At the time of purchase, the driver is instructed to enter his or her PIN at the pump, along with the vehicle's current odometer reading, which drives reporting and data capture on each vehicle.

#### Cost Effective

Customers save on average 20 percent on their fueling costs by using the WEX fuel card program. WEX also offers incentives for customers who sign up for auto draft.

#### Benefits

The WEX fuel card management program offers three main benefits:

- Convenience — Card accepted at more than 180,000 U.S. locations
- Security — Cards with driver IDs are issued to those assigned to each vehicle
- Control — Card program offers various controls to help manage your fleet's fueling expenses

#### Emerging Fuel and Engine Technologies

The latest fuel and engine technologies can help address your fleet's environmental impact in many ways.

FlexFuel vehicles running on E85 fuel (a blend of 85 percent ethanol and 15 percent gasoline) or biofuels can reduce greenhouse gas emissions by up to 20 percent compared with traditional engines

Hybrid engines can deliver up to 40 percent better fuel efficiency than their counterparts that are powered by gasoline alone.

But new engine technologies have important limitations too. Some alternative fuels like E85 may not be widely available in your fleet's service area. In addition, your costs for acquisition, maintenance and resale can differ significantly compared with traditional vehicles. Enterprise Fleet Management offers you the benefit of unmatched experience with emerging fuel and engine technologies. Today, Enterprise companies own the largest fleet of FlexFuel vehicles in the world, along with thousands of gas-electric hybrids. Our expertise can help you make smart decisions about when and where to deploy new engine technologies.

For a full breakdown of how this will be implemented, please refer to our Implementation attachment located in [Appendix 3](#).

### **3.8 Employment of Fleet Service Members (Non-Mandatory):**

**The City of Hollywood requests the awarded proposer discuss any opportunities to competitively interview and employ interested displaced full time fleet service employees for a period of 18 months providing the same wages and benefits as of the date of the awarded contract with the contractor or any of its subcontractors**

Enterprise subcontracts the needed repairs and does not employ hands on mechanics but leverages our network of preferred partners to complete these services. Enterprise Fleet Management positions for the National Service Department are located in St. Louis Missouri should applicants be interested.

### 3.9 Green Fleet Policy:

For many years, the City has been transitioning its fleet to more efficient and alternative fuel vehicles, such as those powered by compressed natural gas, E-85 fuel, and gasoline powered hybrids to meet its adopted sustainability goals. The City is in the process of adopting a Green Fleet Policy that stipulates accelerating the transition to alternative fuel vehicles, including battery-powered electric vehicles, and equipment to further reduce its greenhouse gas emissions. This policy will apply to the vehicle fleet and equipment supplied under the awarded contract. Through this policy the City aims to purchase the most cost-effective, least polluting, fuel-efficient vehicles and fuel-using equipment possible that still meet the operational requirements of the intended use. The selected contractor will be required to comply with the City's established Green Fleet policy and implementation

#### Fleet Environmental Platform

Managing fleet vehicle emissions can represent a key — and highly visible — component of an effective environmental stewardship effort. That is why Enterprise Fleet Management offers a set of eco-friendly programs and initiatives to help customers manage the carbon footprint of their fleets.

Enterprise Fleet Management offers a set of programs and initiatives to help customers manage the “carbon footprint” of their fleets. Our team is ready to work with you to ensure that your fleet becomes part of the solution.

#### Vehicle Cycling/Fleet Optimization

The fundamental principle of fleet optimization is managing what you can measure. We can work with you to manage your fleet in eco-friendly ways.

Enterprise Fleet Management can add a comprehensive environmental dimension to vehicle-cycling decisions. We have the expertise to measure:

- Improvements in fuel efficiency
- Direct and indirect remediation costs

#### Emerging Fuel and Engine Technologies

As mentioned before the latest fuel and engine technologies can help address your fleet's environmental impact in many ways.

FlexFuel vehicles running on E85 fuel (a blend of 85 percent ethanol and 15 percent gasoline) or biofuels can reduce greenhouse gas emissions by up to 20 percent compared with traditional engines.

Hybrid engines can deliver up to 40 percent better fuel efficiency than their counterparts that are powered by gasoline alone.

But new engine technologies have important limitations too. Some alternative fuels like E85 may not be widely available in your fleet's service area. In addition, your costs for acquisition, maintenance and resale can differ significantly compared with traditional vehicles. Enterprise Fleet Management offers you the benefit of unmatched experience with emerging fuel and engine technologies. Today, Enterprise companies own the largest fleet of FlexFuel vehicles in the world, along with thousands of gas-electric hybrids. Our expertise can help you make smart decisions about when and where to deploy new engine technologies.

### 3.10 Additional Miscellaneous Fleet Services

#### New Vehicle Preparation and Vehicle Disposal

**A. The Contractor will prepare newly acquired vehicles for service. Preparation will include inspections; cleaning; installation of decals, vehicle numbers, and department names; and installation of accessory equipment and other special equipment.**

Vehicles will be adequately prepared before delivery / pick-up. Enterprise has read and acknowledges this request.

**B. The Contractor will inspect all new vehicles as well as outsourced after-market work. Any incomplete installations or work and repairs necessary will be documented by the Contractor. If the Contractor performs the corrective work, the Contractor will submit to the Director of the Public Works Department or his/her designee or staff actual time and material costs for these repairs.**

The groups speculate the orders, including aftermarket additions, and indicate this in the quote. Our New Vehicle Acquisition team coordinates most out-of-market work and the group coordinates most local aftermarket work. We indicate units receiving aftermarket additions by setting a specific status in our internal tracking systems. This allows for detailed reporting and follow-up when needed.

**C. The Contractor will support the City in its administration of the vehicle disposal program. This support includes making reasonable equipment and personnel available to the City to assure a successful disposal. Preparation for sale will include removing tags, decals and special equipment; interior and exterior cleaning of vehicles (unless this work is included by the City in its contract with the auction company); performing minor repairs. Removal of certain equipment such as City radios, computer equipment, etc. will be handled by the appropriate in-house City departments.**

#### Remarketing Overview

Together with Enterprise Holdings, we are the largest remarketer of vehicles in North America consisting of 300 remarketing professionals and over 19,000 dealers and auctions. As a result, we are able to leverage our size to efficiently remarket fleet vehicles. Enterprise will use all of the available options — both online and in person — when remarketing the City of Hollywood's vehicles to ensure the highest net return. Our extensive data system allow us to capitalize on geographic variations in the market, as well as timing nuances, which helps us outperform national averages. For example, we outperform Black Book values with an average gain of \$1,552 more per vehicle, based on vehicles with an average of 69,000 miles.

#### Reconditioning

Our remarketing team is often able to sell vehicles without reconditioning. In cases where the expense of reconditioning a vehicle will result in a greater net sales price, we will complete the reconditioning through our national vendor network.

**D. After being taken out of service, the Contractor will be responsible for arranging the parking of these vehicles on City property in a manner that is acceptable to both the City and the auctioneer.**

#### Remarketing Process

Your assigned account team will work directly with your drivers to schedule a convenient time to have the vehicle dropped off or picked up and taken to our remarketing lot. At this lot, vehicle condition will be assessed and a marketing strategy unique to each unit will be put into place. Enterprise will determine the best way to remarket your vehicle, whether it is dealer-direct, online, or in the auction lane. We will work to maximize the sales price of your vehicles and return the greatest amount of equity as quickly as possible.

**E. The vehicles taken out of service for sale are not to be stripped of parts or otherwise cannibalized by the Contractor without the express approval of the Director of Public Works Department or his/her designee.**

Vehicles to be sold are not stripped of parts or otherwise cannibalized unless those parts are specifically related to Police Pursuit (Red/ Blue lights, Sirens, Radios, Prisoner Cages), Emergency Response (Red lights, Sirens, Radios) and/ or end-user decals and signage.

### 3.11 Submission Requirements

- **Address of location(s) of office and repair facility(ies).**

Enterprise Fleet Management

105 Johnson Road, Coconut Creek FL 33063

Please refer to [Appendix 1](#) for repair facility location list.

- **Copy of occupational license/business tax receipt.**

- **Copy of employee Master ASE body and collision and/or automotive ASE certifications.**

ASE Certification is a certificate owned by the individual not Enterprise Fleet Management and due to this confidentiality we are unable to supply direct copies of the certifications.

Enterprise employs over 190 ASE Certified Technicians, Over 10 World Class Technicians, 59 Master Auto Mechanics, and a total of 1,848 ASE Certifications and growing.

A1 through A9

T1 through T8

E1 through E3

C1

F1

X1

B1-B4

L1 through L3

And G1

Please refer to [Appendix 4](#) for more information on our Automotive Experts.

- **List of five (5) references documenting past performance in the auto body collision repair and painting and/or automotive repair.**

Please refer to the attached [References](#) page for this information.

These Preferred Vendors are located within a five mile radius of the City of Hollywood	
<b>Caffi Brothers Auto Body Shop</b>	<b>Miles:</b> 0.97 <b>Address:</b> 500 South Dixie Hy Hollywood, FL 33019 United States <b>Phone:</b> 954-927-0701
<b>Hollywood Collision Center</b>	<b>Miles:</b> 3.08 MI <b>Address:</b> 6030 Cleveland St. Hollywood, FL 33024-6014 US <b>Phone:</b> (954) 616-8540
<b>CARSTAR Ace Sullins</b>	<b>Miles:</b> 4.01 MI <b>Address:</b> 6025 SW 35th Ct Miramar, FL 33023-5165 US <b>Phone:</b> (954) 983-0209
<b>Diamond Automotive</b>	<b>Miles:</b> 3.39 MI <b>Address:</b> 2404 SW 58th Ave West Park, FL 33023-4037 US <b>Phone:</b> (954) 963-4004
<b>Carmenders</b>	<b>Miles:</b> 4.44 MI <b>Address:</b> 3351 SW 13th Ave Fort Lauderdale, FL 33315-2859 US <b>Phone:</b> (954) 440-2285



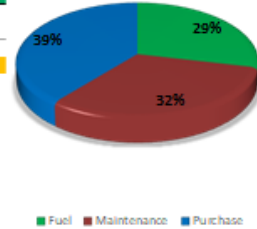
## City of Hollywood 10 Year Model

## City of Hollywood - Fleet Planning Analysis

Current Fleet	722	Fleet Growth	-0.38%	Proposed Fleet	710
Current Cycle	12.03	Annual Miles	5,900	Proposed Cycle	4.32
Current Maint.	\$255.78			Proposed Maint.	\$95.23
Maint. Cents Per Mile	\$0.44	Current MPG	10	Price/Gallon	\$4.00

## Fleet Costs Analysis

Fiscal Year	Fleet Mx			Fleet Cost							Annual Net Cash
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget
Average	722	\$0.0	722	0	2,676,297	0	-60,000		2,216,078	1,963,840	6,796,215
'22	710	140	570	140	0	1,442,633	-146,000	-70,390	1,909,525	1,874,478	5,010,246
'23	710	124	455	255	0	2,667,277	-230,000	-351,017	1,687,569	1,801,073	5,575,303
'24	710	109	378	332	0	3,617,589	-269,500	-424,660	1,539,623	1,751,924	6,214,976
'25	710	143	271	439	0	4,793,565	-695,500	-665,083	1,333,479	1,683,626	6,450,087
'26	710	272	60	650	0	6,750,280	-1,793,500	-2,708,521	926,372	1,548,944	4,724,175
'27	710	156	0	650	0	6,750,280		-3,212,380	742,810	1,382,986	5,663,497
'28	710	223	0	650	0	6,750,280		-1,389,455	742,810	1,382,986	7,486,622
'29	710	126	0	650	0	6,750,280		-2,564,210	742,810	1,382,986	6,311,867
'30	710	202	0	650	0	6,750,280		-3,123,537	742,810	1,382,986	5,752,540
'31	710	238	0	650	0	6,750,280		-3,257,565	742,810	1,382,986	5,578,511
10 Year Savings											\$3,194,291
Avg. Sustainable Savings											\$637,602



## Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	140	115	77	107	211	12
Est \$	\$1,000	\$2,000	\$3,500	\$6,500	\$8,500	\$500
TOTAL	\$140,000	\$230,000	\$269,500	\$695,500	\$1,793,500	\$6,000
Estimated Current Fleet Equity**					\$3,134,500	

\*Lease Rates are conservative estimates

\*\*Estimated Current Fleet Equity is based on the current fleet "right unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

## KEY OBJECTIVES

## Lower average age of the fleet

23% of the current light and medium duty fleet is over 10 years old  
Residue of the aging fleet is significantly reduced

## Reduce operating costs

Newer vehicles have a significantly lower maintenance expense  
Newer vehicles have increased fuel efficiency with new technology implementations

## Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets  
Currently vehicle budget is underfunded

Enterprise  
FLEET MANAGEMENT

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6/3/2022 Confidential



# YOUR FLEET ROADMAP

## WHAT TO EXPECT DURING YOUR FIRST YEAR.

We're here to make your job managing your fleet as easy as possible – and that starts with letting you know how the next year with Enterprise Fleet Management will unfold.

 **Partnership Begins**

MONTH 1-3

MONTH 3 - 6

MONTH 6 - 12

3-month check in.  
Let's talk.



### Welcome

Meet your local account team – the people who will be taking care of you and your fleet.

[More →](#)



### Plan

Establish your customized implementation roadmap, including replacement milestones, annual goals and more.

[More →](#)



### Train

Make sure everyone on your team, including your drivers, has everything they need for a smooth transition.

[More →](#)



### Implement

Get everything rolling, including your client portal and the eFleets Mobile App.

[More →](#)



### 6 Month Review

Take a look back at your first year, celebrate success, spot areas for improvement and make a plan for the next year.

[More →](#)



### Annual Review

Remember that we'll never stop working by your side to make your fleet the very best it can be.

[More →](#)



## WELCOME

Our job is to make your job easier – and that starts with getting to know us and how we work. At this first meeting, you'll meet your Account Management team, either on the phone or in person. We'll revisit your goals, and show you how to achieve them using key elements of your fleet management program.

### What to expect:

- Introduce key team members
- Review expectations for next 12 months
- Walk through implementation packet

### After this meeting, you'll receive:

Comprehensive implementation packet, with information on how to use each part of your program

### Who should attend:

#### *From Enterprise:*

Enterprise Fleet Management Manager  
Account Executive  
Account Manager

#### *From your team, involved with the fleet program:*

Business Executive  
Primary Fleet Contact (PFC)  
Primary Maintenance Contact (PMC)  
Accounts Payable (AP)  
Administrative Personnel



## PLAN

As we start to put your program into motion, we believe it's valuable to outline key expectations and responsibilities. At this second step, we'll share key fleet maintenance, repair and replacement milestones. Our team will also provide detailed descriptions of the next steps – and who's responsible for each.

### What to expect:

- Create ongoing strategy for resale and replacement
- Establish benchmarks and milestones
- Outline team responsibilities moving forward
- Ensure we have accurate driver information to upload into the website

### After this meeting, you'll receive:

Fleet implementation guide with key milestones and responsibilities

### Who should attend:

#### *From Enterprise:*

Enterprise Fleet Management Manager  
Account Executive  
Account Manager

#### *From your team:*

Business Executive  
Primary Fleet Contact (PFC)  
Primary Maintenance Contact (PMC)  
Accounts Payable (AP)  
Administrative Personnel



## TRAIN

Next, we'll help you introduce Enterprise Fleet Management to your team. We will work with you to rollout the program to your drivers, and verify any specific vehicle delivery expectations. We'll also give you an in-depth look at your client portal and the eFleets Mobile App.

### What to expect for administrators:

- Set up access to client portal
- Arrange dashboards bringing key data points forward
- Make sure drivers are set up for access to the Mobile App

### What to expect for drivers:

- Create driver logins for the eFleets Mobile App
- Verify driver preferences and vehicle delivery expectations
- Walk-through of the new fleet program and services

### After this meeting, you'll receive:

Full access to client portal and eFleets Mobile App

#### Who should attend:

*From Enterprise:*

Account Manager

Account Fleet Coordinator

*From your team:*

Drivers

Primary Fleet Contact (PFC)

Primary Maintenance Contact (PMC)

Administrative Personnel



## IMPLEMENT

As your first vehicles are replaced or delivered, we'll have a quick meeting to make sure everything is rolling along as you expect. We'll also take this chance to answer any questions you may have – but of course, you're free to reach out to us at any time.

### After this meeting, you'll receive:

- Confirmation of any action items we have identified.
- Provide Accounts Payable with the Business Solutions (866-556-2864) team information to ensure billing is accessible and current.

#### Who should attend:

*From Enterprise:*

Account Manager

*From your team:*

Primary Fleet Contact (PFC)

Accounts Payable (AP)



# ANNUAL REVIEW

It's time to celebrate! Reaching your first year is an important milestone. We'll take the time to review how far you and your drivers have come, and we'll create a plan to address any issues that have come up along the way.

## What to expect:

- Review of detailed fleet performance data
- Report on driver compliance and technology use
- Measure results vs. goals
- Create next year's plan and address any gaps

**After this meeting,  
you'll receive:**

### New 12-month plan

**Who should attend:**

*From Enterprise:*  
Account Manager

*From your team:*

- Business Executive
- Primary Fleet Contact (PFC)
- Primary Maintenance Contact (PMC)

## NOTES

[illegible]



## THREE-MONTH CHECK-IN

We're all about celebrating milestones – but we're also here to make sure you're ready for whatever lies ahead. Three months in, we'll bring our teams together again to verify everything is going according to plan, and set a schedule for the six-month meeting.

### What to expect:

- Study initial vehicle data to spot any performance gaps
- Review initial vehicle deliveries
- Ensure you know how to log into the client website
- Review billing statement and how to access
- Answer any outstanding questions or concerns

### After this meeting, you'll receive:

Confirmation of next steps or adjustments to 12-month plan based vehicle data

#### Who should attend:

*From Enterprise:*  
Account Manager

*From your team:*  
Primary Fleet Contact (PFC)  
Primary Maintenance Contact (PMC)



## 6 MONTH REVIEW

We believe the best way to make smart decisions about your fleet is to have the right data at your fingertips whenever you need it. Now that your fleet has been on our system for a while, we'll share some initial trends and measure these against your goals.

### What to expect:

- Review vehicle performance and driver behavior
- Identify areas for recognition
- Measure performance against goals
- Study trends for opportunities to shift plan

### After this meeting, you'll receive:

Confirmation of any revisions to 12-month plan based on vehicle trends

#### Who should attend:

*From Enterprise:*  
Account Manager

*From your team:*  
Primary Fleet Contact (PFC)  
Primary Maintenance Contact (PMC)

# DEDICATED TEAM OF AUTOMOTIVE EXPERTS

**190**

ASE CERTIFIED  
TECHNICIANS

**1,848**

CERTIFICATES

**59**

MASTER AUTO  
TECHNICIANS

**26**

YEARS OF  
BLUE SEAL  
CERTIFICATIONS

**10**

WORLD CLASS  
TECHNICIANS



**enterprise**  
FLEET MANAGEMENT

ATTACH AUTO EXPERTS GRAPHIC – ADOBE





Contingency Language for the City of Hollywood Request For Proposal

It is Enterprise Fleet Management Inc.'s intention to work with the City of Hollywood to arrive at a mutually beneficial solution regarding contract negotiations of the City of Hollywood's Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market. Due to this, we would like to negotiate certain terms of the City of Hollywood standard Contract Terms and Conditions.

Additionally, our Master Lease Agreement must supersede all other agreements.

All pricing is subject to successful contract negotiations and dependent on credit worthiness.

## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_

**19. NON-APPROPRIATION:** Lessee’s funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR:	Enterprise FM Trust
By:	Enterprise Fleet Management, Inc. its attorney in fact
LESSEE: _____	
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_