# RESOLUTION NO. R-2020-161

A RESOLUTION OF THE CITY COMMISSION OF THE CITY HOLLYWOOD. FLORIDA. APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE A BLANKET PURCHASE ORDER ENTERPRISE FM TRUST, A DELAWARE STATUTORY TRUST, AND EXECUTE AN OPEN-END (EQUITY) LEASE RATE QUOTE FOR THE LEASE OF VEHICLES TO SERVE THE CODE COMPLIANCE DIVISION IN AN ESTIMATED TOTAL AMOUNT OF \$123,716.88 FOR A 14 MONTH TERM. BASED UPON SOURCEWELL CONTRACT # 060618-EFM AND IN ACCORDANCE WITH SECTION 38.40(C)(5) OF THE CODE OF ORDINANCES (PIGGYBACK).

WHEREAS, the Public Works Department, Fleet Maintenance Division, on behalf of the Development Services Department, Code Compliance Division, requests approval of the attached lease rate quote/schedule for the leasing of 18 GMC Sierra pick-up trucks for two seven-month terms to replace prior leased vehicles that will be returned to Enterprise FM Trust, a Delaware Statutory Trust ("Enterprise"); and

WHEREAS, Enterprise was contacted regarding availability of 18 GMC Sierra pickup trucks, to be delivered based upon two seven-month lease cycles, and the vendor advised City staff that they can provide these vehicles to the City pursuant to an openend lease program; and

WHEREAS, the pilot program, approved by the City Commission pursuant to Resolution No. R-2016-375, was successful in meeting operational demands, maintaining fleet vehicles, customer support, and the equity rebate as outlined in the original agreement; and

WHEREAS, the Enterprise Vehicle Lease Agreement was competitively procured through the Sourcewell Contract, pursuant to contract #060618-EFM, and Enterprise has agreed to provide these vehicles under the pricing terms and conditions; and

WHEREAS, on April 17, 2019, the City Commission passed and adopted Resolution No. R-2019-089, approving the execution of a Master Equity Lease Agreement with Enterprise to lease vehicles for the Police Department; and

WHEREAS, the Master Equity Lease Agreement allows for the future leasing of vehicles based upon a Schedule and if necessary, an addenda to Master Equity Lease Agreement; and

WHEREAS, Section 38.40 (C)(5) of the Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services that are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, provided that the goods and services are (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference; and

WHEREAS, the lease is an open-end equity lease for two seven-month lease cycles, and 18 vehicles will be provided to the City during the first seven-month lease cycle, and at the end of the first seven-month term, the first 18 vehicles will be returned and replaced by 18 new vehicles for the second seven-month lease term; and

WHEREAS, Enterprise projects a re-sale value exceeding the reduced book value at the end of each seven-month term based upon accredited ALG Residual Data, and combined with Enterprise's buying and purchasing power and the manufacturer's government incentives, Enterprise projects that savings from the re-sale will cover the City's lease cost over the 14-month program; and

WHEREAS, the rebate to the City can only be determined after the re-sale of the existing vehicles, which over the past three, seven-month lease cycles, have exceeded the purchase price paid by Enterprise; and

WHEREAS, the future rebates are expected to exceed the lease cost (including equipment and registration fees) of \$123,716.88 over the 14-month term; and

WHEREAS, the Director of Public Works, the Code Compliance Manager, and the Director of Procurement Services recommend that the City Commission authorize the issuance of a Blanket Purchase Order and execution of the attached open-end equity lease rate quote/schedule with Enterprise FM Trust for the leasing of 18 GMC Sierra pick-up trucks for Development Services Department, Code Compliance Division for two seven-month cycles; and

WHEREAS, a portion of the funding for this lease will be appropriated from the Enterprise Lease rebate in the FY 2020 Operating Budget via a companion budget amendment item; and

WHEREAS, funding for the remainder of the lease term will be provided in the FY 2021 Operating Budget, subject to the approval of the City Commission; and

WHEREAS, the monthly lease cost is \$490.94 per vehicle, and funding to cover the lease payments will be available in accounts 001.220101.53900.540050.000000.000 and 445.520101.53400.540050.000000.000.000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

<u>Section 1</u>: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

<u>Section 2</u>: That it approves and authorizes the issuance, by the appropriate City officials, of the attached Blanket Purchase Order to Enterprise FM Trust, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

<u>Section 3</u>: That it approves and authorizes the execution, by the appropriate City officials, of the attached Open-End (Equity) Lease Rate Quote with Enterprise FM Trust, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

<u>Section 4</u>: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CÉRNY, MMC

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the Gity of Hollywood, Florida, only.

DÓUGLAS/R) GONZALES

CITY ATTORNEY

DR



### Blanket Purchase Order PA600264

### Supplier Details:

Company Enterprise FM Trust, Fleet Cust. Billing

Contact Brett A. Frazee Address PO Box 800089

Kansas City, MO 64180

### Submit your response to:

Company City of Hollywood, FL - Public Works Code Compliance

Contact Wall, Joel

Address 1600 South Park Road

Hollywood FL 33020

Phone 1-954-967-4555

Fax

E-mail jwall@hollywoodfl.org

### Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Order with your Company based on the following:

Piggyback Sourcewell Contract #060618-EFM



PA600264	Agreement
02-JUN-2020	Agreement Date
0	Revision
123,716.88 USD	Agreement Amount

# VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR Mail Ta

City of Hollywood

Mail To

Accounts Payable, Room 119

P.O. Box 229045

Hollywood, FL 33022-9045

Supplier

Enterprise FM Trust, Fleet Cust. Billing

PO Box 800089

Kansas City, MO 64180

Attention

This is a confirmation only. Do not duplicate.

Notes

Terms and conditions outlined in the Sourcewell Contract Number 060618-EFM will be the governing document for the

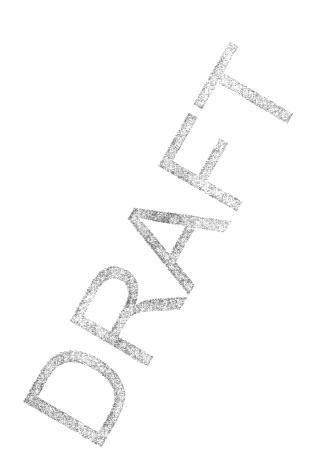
purchasing of supplies and services. No other terms and conditions outside of this contract is applicable.

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Second Renewal Period			
Third Renewal Period			
Fourth Renewal Period			
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Line Item		UOM	Price	Expiration Date
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### TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

### **MODIFICATIONS**

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

### **ASSIGNMENT**

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

### **EXCUSABLE DELAYS**

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

#### DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

#### **TERMINATION**

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

### <u>F.O.B</u>

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

### INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

### TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

### **RESPONSIBILITY**

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

### **ACCEPTANCE**

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

### **DELIVERIES**

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



### Blanket Purchase Order PA600264

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

#### **QUANTITIES**

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

### **PAYMENT CHANGES**

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

### **ANTI-DISCRIMINATION**

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the **following**: employment practices, rates of pay or other compensations, methods and training selection.

### **UNIFORM COMMERCIAL CODE**

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

### LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

### LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

### **INDEMNIFICATION**

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

### OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442. Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

### **REPRESENTATIVE**

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

### <u>PUBLICITY</u>

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

### **INSURANCE**

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

Signature: Paul A. Bassar

**Director of Procurement & Contract Compliance** 



Quote No: 4550941

 Prepared For:
 City of Hollywood-Code Compliance
 Date
 05/06/2020

 Wall, Joel
 AE/AM
 BAF/KKM

Unit # 23JX6D

Year 2020 Make GMC Model Sierra 1500 Series Base 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered Term 14 State FL Customer# 573979

\$ 24,717.40	Capitalized Price of Vehicle <sup>1</sup>	All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.
\$ 0.00 *	Sales Tax 0.0000% State FL	• •
\$ 0.00 *	Initial License Fee	
\$ 0.00	Registration Fee	Order Information
\$ 160.00	Other: (See Page 2)	Driver Name July Delivery
\$ 0.00	Capitalized Price Reduction	Exterior Color (0 P) Summit White
\$ 0.00	Tax on Capitalized Price Reduction	Interior Color (0 I) Jet Black w/Vinyl Seat Trim
\$ 0.00	Gain Applied From Prior Unit	Lic. Plate Type Government
\$ 0.00 *	Tax on Gain On Prior	GVWR 0
\$ 0.00 *	Security Deposit	
\$ 0.00	Tax on Incentive( Taxable Incentive Total : \$0.00 )	
\$ 24,877.40	Total Capitalized Amount (Delivered Price)	
\$ 335.84	Depreciation Reserve @ 1.3500%	
\$ 127.96	Monthly Lease Charge (Based on Interest Rate - Subject	to a Floor) <sup>2</sup>
\$ 463.80	Total Monthly Rental Excluding Additional Services	
	Additional Fleet Management	
	Master Policy Enrollment Fees	
\$ 0.00	Commercial Automobile Liability Enrollment	
	Liability Limit \$0.00	
\$ 0.00	Physical Damage Management	Comp/Coll Deductible 0 / 0
\$ 27.14	Full Maintenance Program <sup>3</sup> Contract Miles 10,000	OverMileage Charge \$ 0.0450 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0 Loaner Vehicle Not Included
\$ 27.14	Additional Services SubTotai	<del>-</del>
\$ 0.00	Sales Tax	State FL

Quote based on estimated annual mileage of 7,000

\$490.94

\$ 400.00

\$ 20,175.64

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes \*\*This program is for the lease of 36 vehicles to be operated over a 14 month period in 7 month installments, 18 vehicles at a time.

**Total Monthly Rental Including Additional Services** 

Reduced Book Value at 14 Months

Service Charge Due at Lease Termination

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

### ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

### LESSEE City of Hollywood-Code Compliance

BY TITLE DATE

<sup>\*</sup> INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>&</sup>lt;sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>&</sup>lt;sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



FLEET MANAGEMENT

# Open-End (Equity) Lease Rate Quote

Quote No: 4550941

### **Other Totals**

Description	(B)illed or (C)apped	Price
Acquisition Fee	C	\$ 60.00
Courtesy Delivery Fee	С	\$ 100.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 160.00
Other Charges Total		\$ 160.00



Quote No: 4550941

### **VEHICLE INFORMATION:**

2020 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: TC10753

**Pricing Summary:** 

Total Price	\$ 35,417.40	\$ 36,885.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Options	\$ 1,628.90	\$ 1,790.00
Base Vehicle	\$ 32,193.50	\$ 33,500.00
	INVOICE	MSRP

### SELECTED COLOR:

Exterior:

GAZ - (0 P) Summit White

Interior:

H2G - (0 I) Jet Black w/Vinyl Seat Trim

### **SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
1SA	Preferred Equipment Group 1SA	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A52	Front 40/20/40 Split-Bench Seat (A52)	Included	Included
A7E	4-Way Manual Passenger Seat Adjuster	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CGN	Spray-On Pickup Bed Liner w/GMC Logo	\$ 495.95	\$ 545.00
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GRILLE	Chrome Surround Grille w/Black Mesh	Included	Included
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: GMC Infotainment Audio System	STD	STD
K34	Cruise Control	Included	Included
KW7	170 Amp Alternator	Included	Included
LV3	Engine: 4.3L EcoTec3 V6	Included	Included
MYC	Transmission: 6-Speed Automatic	STD	STD
PAINT	Solid Paint	STD	STD
PCI	Convenience Package	\$ 1,132.95	\$ 1,245.00
QBN	Tires: 255/70R17 AS BW	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
RD6	Wheels: 17" x 8" Silver Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Vinyl Seat Trim	STD	STD
UF2	LED Cargo Area Lighting	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC .

### **CONFIGURED FEATURES:**

**Body Exterior Features:** 

Number Of Doors 4

Rear Cargo Door Type: tailgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Door Handles: black

Front And Rear Bumpers: chrome front and rear bumpers with black rub strip

Rear Step Bumper: rear step bumper

Bed Liner: bed liner Box Style: regular

Body Material: galvanized steel/aluminum body material

Fender Flares: black fender flares
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning manual air conditioning

Console Ducts: console ducts

Cruise Control: cruise control with steering wheel controls

Power Windows: power windows with front and rear 1-touch down Remote Keyless Entry: keyfob (all doors) remote keyless entry

Integrated Key Remote: integrated key/remote

Auto Locking: auto-locking doors

Trunk FOB Controls: keyfob trunk/hatch/door release Steering Wheel: steering wheel with manual tilting Day-Night Rearview Mirror: day-night rearview mirror

Front Cupholder: front cupholder

Overhead Console: mini overhead console with storage

Glove Box: locking glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins

Seatback Storage Pockets: 2 seatback storage pockets

Dashboard Storage: dashboard storage

IP Storage: covered bin instrument-panel storage

Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power Power Accessory Outlet: 1 12V DC power outlet

**Entertainment Features:** 

radio AM/FM stereo with seek-scan Radio Data System: radio data system

Speakers: 12 speakers

1st Row LCD: 1 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps

Auto-levelling Headlights: auto-leveling headlights

Cab Clearance Lights: cargo bed light Front Wipers: variable intermittent wipers Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows

Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights

Variable IP Lighting: variable instrument panel lighting

Display Type: analog display Tachometer: tachometer Voltometer: voltmeter

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock Systems Monitor: systems monitor

Check Control: redundant digital speedometer Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Low Oil Level Warning: low-oil-level warning Low Coolant Warning: low-coolant warning Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning Brake Fluid Warning: brake-fluid warning Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: DuraLife four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag Occupancy Sensor: front passenger airbag occupancy sensor

Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Ignition Disable: immobilizer Panic Alarm: panic alarm

Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob Interior Accents: chrome interior accents

Standard Engine:

Engine 285-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

### Sourcewell (Formerly NJPA)

Address: 202 12th Street NE Staples, MN 56479 PO Box 219 | Phone: 877.585-9706

Website: <a href="https://www.sourcewell-mn.gov/">https://www.sourcewell-mn.gov/</a> Contract #: 060618-EFM | RFP #060618

Effective Dates: July 24, 2018 - July 24, 2022 | 5th year extension if accepted expires July 24, 2023

States Served: AL , AK , AZ , AR , CA , CO , CT , DE , DC , FL , GA , HI , ID , IL , IN , IA , KS , KY , LA , ME , MD , MA , MI , MN , MS , MO , MT , NE , NV , NH , NJ , NM , NY , NC , ND , OH , OK , OR , PA , RI , SC , SD , TN , TX , UT , VT , VA , WA , WI , WY

Eligibility: Must be a member of Sourcewell and agree to EFM T&C's

### Pricing:

#### **Factory Orders**

- Acquisition:
  - US: Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising
  - Canada: Dealer Invoice less applicable incentives
- Acquisition Fee: US: \$60 | Canada: 2% of invoice + \$30 Management Fee per vehicle
- Courtesy Delivery Fee: (US & Canada) variable \$150-\$450 depending on location
- · Service Charge:
  - o US: \$400 fee per vehicle at the end of the lease
  - Canada: \$495 fee per vehicle at the end of the lease
- Management Fee: (US & Canada) 0.10% based on capitalized price of vehicle
- Interest Rate:
  - o US: 3 year T-bill + 350 basis points
  - o Canada: 3 Year Bond + 300 Basis Points

#### **Dealer Stock**

- Acquisition: (US & Canada) Dealer Provided Invoice Less Applicable Incentives
- Acquisition Fee: US: \$60 | Canada: 2% of invoice + \$30 Management Fee per vehicle
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  - o US: 3 year T-bill + 350 basis points
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### Additional Services (Factory Orders or Dealer Stock

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# CITY OF HOLLYWOOD, FLORIDA

# PROCUREMENT SERVICES DIVISION

# Piggybacking Request Form (Use for purchase(s) over \$15,000, when piggybacking off other contracts)

	,
Date: May 11, 2020	
Department/Office: Public Works	Division/Area: Fleet Maintenance
Contact Person: <u>Joel Wall / Peter Bieniek</u>	Title: Fleet Superintendent/Public Works Director
Phone: 954.967.4555 / 954.967.4526	Email: <u>iwall@hollywoodfl.org</u> / pbieniek@hollywoodfl.org
Requested Vendor: Enterprise FM Trust	Vendor Number: 5542/11
Address: PO Box 800089 Kansas City, MO 64780-008	9
Contact Person: <u>Daniel Pacheco/Katie Abbott</u> Phone: <u>954-354-5155</u>	Title: Account Manager & Fleet  Consultant  Email: daniel.a.pacheco@efleets.com  Kathryn.m.abbott@fleets.com
Contract title requesting to piggyback: #060618-EFM Piggyback: #060618-EFM Piggyback	urchase/Lease/Finance Municipal Utility Vehicles
Awarding Agency: Sourcewell (Formerly NJPA)	
Contract Expiration Date: July 24, 2022	
Copy of Contract and Awarding Agency documenta	ation is attached. ☑ Yes ☐ No
Product/Service being requested (be specific): Open E     GMC Sierra 4x2 Pick-up Trucks to be operated in increment	
<ol> <li>Detailed description of the products/services function and Compliance to renew the existing Lease contract for two 7 r</li> </ol>	
Procurement Service Division	n use only
Requisition # R Purchase Order # P BPO	Blanket Purchase Oder #
(As Applicable) (As Applicable)	(As Applicable)

5. Please explain what process the Department/Office took Vendor identified the competitively procured contract.	to verify and/or identify this contract:
6. Were alternative contracts evaluated to determine that the pricing for the required product/service?	e City is obtaining the most advantageous contract ☐ Yes ☑ No
Please explain: Not aware of other open end lease	contracts available with these terms.
7. Total cost of the requested product/service. <u>\$490.94 ea.</u>	vehicle/month_
8. Total estimated annual (fiscal year) cost of requested pro \$123,716.88 Account Number # 001.220101.53900.540050.000000.000	
9. Is this product/service covered by a warranty? ⊠ Yes □	_
If yes, please attach a copy of the warranty details.	
10. Would this purchase(s) result in the potential of future p restricted to a particular vendor or create a specific vendor a	
☐ Yes ☒ No	
If yes, please describe the related products/services	s and estimated cost(s.)
11. Would this purchase(s) result in any future maintenance	costs which are not included in the initial purchase?
☐ Yes ☒ No	
If yes, please attach a draft maintenance plan which	n includes cost estimates and funding source(s.)
12. Is this a grant related purchase? ☐ Yes ☒ No	
If yes, please provide details (timeline, expiration da etc.)	ates, milestones, special procurement requirements,
Will this require matching funds? ☐ Yes ☐ No	
What is the grant source? N/A	
What is the grant (dollar) amount? N/A	
13. Please complete an advanced search of the vendor reconstruction and Excluded Parties List System at <a href="https://www.epls.gov">www.epls.gov</a> .	ommended for award on the Federal Government's
Date of Advanced Search	
Company Name(s) Searched Sear	rch Results
	<u> </u>
Procurement Service Division	use only
Requisition # R Purchase Order # P	Blanket Purchase Oder #
BPO(As Applicable) (As Applicable)	(As Applicable)

DECHECTING	DEDADTMENT	RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed
all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its
approval based on the contract complying with the City of Hollywood's scope and pricing requirements
and to the best of you knowledge the contract does not violate any applicable policy, statue, governing
rule or regulation.

foeld. Wall Contact Person's Signature	
Supervisor's Signature Director's Signature	Date 5/14/2020 Date

APPROVAL (Procurement Service Division Use Only)		
Verified By:	Date	
Approved By:	Date	

	Procurement Service Division use only	
Requisition # R	Purchase Order # P	Blanket Purchase Oder #
'As Applicable)	(As Applicable)	(As Applicable)



Quote No: 4550941

Prepared For: City of Hollywood-Code Compliance

Wall, Joel

Date 05/06/2020
AE/AM BAF/KKM

All language and acknowledgments contained in the signed quote

apply to all vehicles that are ordered under this signed quote.

Unit # 23JX6D

\$ 24,717.40

Year 2020 Make GMC Model Sierra 1500 Series Base 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Capitalized Price of Vehicle1

Vehicle Order Type Ordered Term 14 State FL Customer# 573979

				tion trial are or action arraot trib orginal quota-
\$ 0.00	*	Sales Tax 0.0000% State FL		
\$ 0.00	*	Initial License Fee		
\$ 0.00	*	Registration Fee	Order Information	on
\$ 160.00		Other: (See Page 2)	Driver Name	July Delivery
\$ 0.00		Capitalized Price Reduction	Exterior Color	(0 P) Summit White
\$ 0.00		Tax on Capitalized Price Reduction	Interior Color	(0 I) Jet Black w/Vinyl Seat Trim
\$ 0.00		Gain Applied From Prior Unit	Lic. Plate Type	Government
\$ 0.00	*	Tax on Gain On Prior	GVWR	0
\$ 0.00	*	Security Deposit		
\$ 0.00	*	Tax on Incentive( Taxable Incentive Total : \$0.00 )		
\$ 24,877.40		Total Capitalized Amount (Delivered Price)		
\$ 335.84		Depreciation Reserve @ 1.3500%		
\$ 127.96		Monthly Lease Charge (Based on Interest Rate - Subject	t to a Floor) <sup>2</sup>	
\$ 463	3.80	Total Monthly Rental Excluding Additional Services		
		Additional Fleet Management		

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management Comp/Coll Deductible <u>0 / 0</u>

\$ 27.14 Full Maintenance Program<sup>3</sup> Contract Miles 10,000 OverMileage Charge \$ 0.0450 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

# Tires 0

\$ 0.00 Sales Tax 7.0000% State FL

\$ 490.94 Total Monthly Rental Including Additional Services

**Additional Services SubTotal** 

\$ 20,175.64 Reduced Book Value at 14 Months
\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 7,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

\$ 27.14

Notes \*\*This program is for the lease of 36 vehicles to be operated over a 14 month period in 7 month installments, 18 vehicles at a time.

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

### ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

### LESSEE City of Hollywood-Code Compliance

BY TITLE DATE

Loaner Vehicle Not Included

<sup>\*</sup> INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>&</sup>lt;sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>&</sup>lt;sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Quote No: 4550941

### **Other Totals**

Description	(B)illed or (C)apped	Price
Acquisition Fee	С	\$ 60.00
Courtesy Delivery Fee	С	\$ 100.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 160.00
Other Charges Total		\$ 160.00



Quote No: 4550941

### VEHICLE INFORMATION:

2020 GMC Sierra 1500 Base 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: TC10753

**Pricing Summary:** 

	INVOICE	MSRP
Base Vehicle	\$ 32,193.50	\$ 33,500.00
Total Options	\$ 1,628.90	\$ 1,790.00
Destination Charge	\$ 1,595.00	\$ 1,595.00
Total Price	\$ 35,417.40	\$ 36,885.00

### SELECTED COLOR:

Exterior:

GAZ - (0 P) Summit White

Interior: H2G - (0 I) Jet Black w/Vinyl Seat Trim

### SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1SA	Preferred Equipment Group 1SA	NC	NC
A2S	4-Way Manual Driver Seat Adjuster	Included	Included
A52	Front 40/20/40 Split-Bench Seat (A52)	Included	Included
A7E	4-Way Manual Passenger Seat Adjuster	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CGN	Spray-On Pickup Bed Liner w/GMC Logo	\$ 495.95	\$ 545.00
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GRILLE	Chrome Surround Grille w/Black Mesh	Included	Included
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	(0 I) Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: GMC Infotainment Audio System	STD	STD
K34	Cruise Control	Included	Included
KW7	170 Amp Alternator	Included	Included
LV3	Engine: 4.3L EcoTec3 V6	Included	Included
MYC	Transmission: 6-Speed Automatic	STD	STD
PAINT	Solid Paint	STD	STD
PCI	Convenience Package	\$ 1,132.95	\$ 1,245.00
QBN	Tires: 255/70R17 AS BW	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	Included	Included
RD6	Wheels: 17" x 8" Silver Painted Steel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Vinyl Seat Trim	STD	STD
UF2	LED Cargo Area Lighting	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

### **CONFIGURED FEATURES:**

**Body Exterior Features:** 

Number Of Doors 4

Rear Cargo Door Type: tailgate

Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors

Door Handles: black

Front And Rear Bumpers: chrome front and rear bumpers with black rub strip

Rear Step Bumper: rear step bumper

Bed Liner: bed liner Box Style: regular

Body Material: galvanized steel/aluminum body material

Fender Flares: black fender flares
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning manual air conditioning

Console Ducts: console ducts

Cruise Control: cruise control with steering wheel controls Power Windows: power windows with front and rear 1-touch down

Remote Keyless Entry: keyfob (all doors) remote keyless entry

Integrated Key Remote: integrated key/remote Auto Locking: auto-locking doors

Trunk FOB Controls: keyfob trunk/hatch/door release Steering Wheel: steering wheel with manual tilting Day-Night Rearview Mirror: day-night rearview mirror

Front Cupholder: front cupholder

Overhead Console: mini overhead console with storage

Glove Box: locking glove box

Driver Door Bin: driver and passenger door bins

Rear Door Bins: rear door bins

Seatback Storage Pockets: 2 seatback storage pockets

Dashboard Storage: dashboard storage

IP Storage: covered bin instrument-panel storage

Driver Footrest: driver's footrest

Retained Accessory Power: retained accessory power Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan Radio Data System: radio data system

Speakers: 12 speakers

1st Row LCD: 1 1st row LCD monitor

Wireless Connectivity: wireless phone connectivity

Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off aero-composite LED low/high beam headlamps

Auto-levelling Headlights: auto-leveling headlights

Cab Clearance Lights: cargo bed light Front Wipers: variable intermittent wipers Rear Window Defroster: rear window defroster

Tinted Windows: deep-tinted windows Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting

Display Type: analog display Tachometer: tachometer Voltometer: voltmeter

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock Systems Monitor: systems monitor

Check Control: redundant digital speedometer Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Low Oil Level Warning: low-oil-level warning Low Coolant Warning: low-coolant warning Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Low Washer Fluid Warning: low-washer-fluid warning

Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning

Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: DuraLife four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: curtain 1st and 2nd row overhead airbag Occupancy Sensor: front passenger airbag occupancy sensor

Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Rear Child Safety Locks: rear child safety locks

Ignition Disable: immobilizer Panic Alarm: panic alarm

Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6 Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest Rear Seat Type: rear 60-40 split-bench seat Rear Folding Position: rear seat fold-up cushion Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim Headliner Material: full cloth headliner Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob Interior Accents: chrome interior accents

Cabback Insulator: cabback insulator

Standard Engine:

Engine 285-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

Address: 202 12th Street NE Staples, MN 56479 PO Box 219 | Phone: 877.585-9706

Website: <a href="https://www.sourcewell-mn.gov/">https://www.sourcewell-mn.gov/</a> Contract #: 060618-EFM | RFP #060618

Effective Dates: July 24, 2018 – July 24, 2022 | 5th year extension if accepted expires July 24, 2023

States Served: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WI, WY

Eligibility: Must be a member of Sourcewell and agree to EFM T&C's

### Pricing:

#### **Factory Orders**

- Acquisition:
  - US: Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising
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- Service Charge:
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- Interest Rate:
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#### **Dealer Stock**

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     + tax + \$69 per unit (one time charge)
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### Form C

# EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

AZIPA

Company Name: Enterprise Fleet Management

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

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.17,2.1	5. Installation, operation and maintenance of dedicated charging and fueling stations:	Delete this number 5 in its entirety	August 9, 2018 Sourcewell* accepts
3.23.2	Vendor use of sub- contractors in sourcing or delivering equipment/product/services:	NJPA desires a single source of responsibility for equipment/products and services proposed.  Proposers are assumed to have subcontractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed.  Suggested Solutions Options include:	August 9, 2018 Sourcewell* accepts
3.24	Geographic Area to be Proposed:	Refer to Enterprise Response #20.	August 9, 2018 Sourcewell* accepts
3.30.1	Deviations from industry standards	Delete this section in its entirety – all industry standard deviations is too broad and cannot be defined	August 9, 2018 Sourcewell* accepts
3.34	Warranty:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be 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.	August 9, 2018 Sourcewell* accepts
3.35	Additional Warrants:	Delete this section in its entirety - All warranties made by any supplier, vendor and/or manufacturer of a Vehicle will be assigned by Lessor to Lessee for the applicable Term and Lessee's only	August 9, 2018 Sourcewell* accepts

		remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.	
5.31	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	2018 Sourcewell*
5.32	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, market conditions, interest indexes and vehicle availability.	August 9, 2018 Sourcewell* accepts
5.35	Price Changes	Delete this section in its entirety and replace with the following language - Lease rates may vary based on factors such as manufacturer pricing, aftermarket pricing, product pricing, market conditions, interest indexes and availability.	August 9, 2018 Sourcewell* accepts
5.44	SALES TAX	Delete the following two sentences: "Sales and other taxes should not be included in the prices quoted." "Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP."	August 9, 2018 Sourcewell* accepts
5.53	Shipping	Delete this section in its entirety	August 9, 2018 Sourcewell* accepts
6.19.6.2	Printed Marketing Materials	Some EFM confidential materials may only be submitted after awarded to EFM.	August 9, 2018 Sourcewell*
6.19.6.3	Contract announcements and advertisements.	Some EFM materials may only be submitted after awarded to EFM.	accepts
6.26	Subcontractors:	Delete this section in its entirety – not applicable	August 9, 2018 Sourcewell*
7.A 7.1 – 7.6	POST-AWARD OPERATING ISSUES  A. SUBSEQUENT AGREEMENTS	This section is deleted in its entirety. A Master Lease Agreement will be executed between Enterprise FM Trust and NJPA Members.	August 9, 2018 Sourcewell* accepts

August 9.

y			August 9,
7.E 7.10 - 7.11	HUB PARTNER	Utilizing a HUB partner is at the discretion of Enterprise.	2018 Sourcewell*
		Delete Trade-Ins section in its entirety and replace with the below language:	August 9,
		CONSIGNMENT. Enterprise will sell Lessee's vehicles consigned to Enterprise by a Lessee as requested	2018 Sourcewell* accepts
		and with an executed Enterprise Consignment Agreement (attached to this RFP with Enterprise Lease	
7.F 7.12	TRADE-INS	Agreements). Additional forms may be required for California, Arizona and Canada.	
		Delete this section in its entirety and replace with the following language - Either party may terminate this Agreement for any reason (convenience) by delivering not less than ninety (90) calendar days prior written notice thereof to the other party. Termination of the Contract without	August 9, 2018 Sourcewell* accepts
7.H 7.14 – 7.18	CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE	cause does not relieve either party of the financial, product, or service obligations incurred before the termination.	A
7.C 7.8	REPORTING OF SALES ACTIVITY	Refer to Sample Reporting-Sourcewell spreadsheet provided by Enterprise on August 6, 2018.	August 9, 2016 Sourcewell* accepts
8.C 8.12	ASSIGNMENT OF CONTRACT	Delete this section 8.12 in its entirety	August 9, 2016 Sourcewell* accepts
8.H		Delete this section 8.18 in its entirety and replace with the following language.  Neither Sourecewell nor Enterprise Fleet Management will be held responsible for delay or default caused by fire, riot, acts of God and/or war that are beyond that party's reasonable control. Sourcewell or Enterprise Fleet Management defaulting under this provision must provide the other party	August 9, 2018 Sourcewell* accepts
8.18	FORCE MAJEURE	prompt written notice of the default.	A
8.J 8.23	MATERIAL SUPPLIERS AND SUB-CONTRACTORS	Delete this section 8.23 in its entirety	August 9, 2018 Sourcewell* accepts

8.Q 8.32 – 8.33	Acquisition Threshold and Termination for Cause and for Convenience	Delete these sections 8.32 - 8.33 in their entirety - Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.35 <b>–</b> 8.38	Construction Contracts; Employment of Mechanics or Laborers; Clean Air Act and the Federal Water Pollution Control Act	Delete these sections 8.35 - 8.38 in their entirety - Not applicable	August 9, 2018 Sourcewell* accepts
8.Q 8.42 – 8.43	Energy Policy and Conservation Act Compliance and Buy American Provisions Compliance	Delete these sections 8.42 - 8.43 in their entirety — Not applicable	August 9, 2018 Sourcewell* accepts

Proposer's Signature:

Date: \$-2-2018

### NJPA's clarification on exceptions listed above:

\*On June 6, 2018, National Joint Powers Alliance changed its name to Sourcewell.



# Formal Offering of Proposal



(To be completed only by the Proposer)

### FLEET MANAGEMENT SERVICES

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

Company Name: Enterprise Fleet Management	Date: 6-5-2018
Company Address: 600 Corporate Park Drive	
City: St. Louis	State: Missouri Zip: 63105
CAGE Code/DUNS: 6Q1F8	
Contact Person: <u>Dain Giesie</u>	Title: AVP of Fleet Management
Authorized Signature:	Dain Giesie
	(Name printed or typed)

Sourcewell Contract # 060618-EFM

### **FORM E**

# CONTRACT ACCEPTANCE AND AWARD

Proposer's full legal name: Enterprise Fleet Management,  $\mathcal{I}_{1 \leqslant e}$ 



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

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set

forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be July 24, 2018 and will expire on July 24, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.	
Sourcewell Authorized Signatures:	
Juremy Schwartz	lore en Colourado
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS  AND PROCUREMENT/CPOS GNATURE	Jeremy Schwartz (NAME PRINTED OR TYPED)
had Counter	
-F/SEDBASTAR	Chad Coavette
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE	INAME PRINTED OR TYPED)
Awarded on 07/23/2018	Sourcewell Contract #060618-EFM
Vendor Authorized Signatures:	
The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.	
Vendor Name	Manacement Inc. M8-27-14
Authorized Signatory's Title	Ver Frasides
- May	Mary (219610
VENDOR ANTHORIZED SIGNATURE	(NAME PRINTED OR TYPED)
Executed on her 14th 2015	Source well Continued # 0/0/10 TTL

# PROPOSER ASSURANCE OF COMPLIANCE

# **Proposal Affidavit Signature Page**

## PROPOSER'S AFFIDAVIT

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

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- The Proposer has examined and understands the terms, conditions, scope, contract
  opportunity, specifications request, and other documents in this solicitation and affirms
  that any and all exceptions have been noted in writing and have been included with the
  Proposer's RFP response.
- 4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
- 6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

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

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above. Company Name: Enterprise Fleet Management, Inc. Address: 600 Corporate Park Drive City/State/Zip: St. Louis, Missouri, 63105 Telephone Number: 877-233-5338 E-mail Address: Dain.E.Giesie@efleets.com Authorized Signature: \_ Authorized Name (printed): Dain Giesie Title: AVP of Fleet Management **Notarized** Subscribed and sworn to before me this Notary Public in and for the County of \_\_\_\_State of MISSouri My commission expires: Signature:



DENISE A. GODAR My Commission Expires April 30, 2022 St. Louis County Commission #14436199

### Form P



### PROPOSER QUESTIONNAIRE

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

Proposer Name: Enterprise Fleet Management

Questionnaire completed by: Dain Giesie, AVP of Fleet Management

### **Payment Terms and Financing Options**

1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30.

# 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. Enterprise Fleet Management offers a variety of customizable leasing and financing options. We will work with each NJPA member to find the most cost-effective option for each vehicle application and situation.

### Open-Ended Lease

Many educational and governmental agencies have difficulties 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 our customers 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.

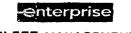
### Closed-End Lease

- Fixed monthly costs convenient to budget
- No resale responsibilities
- Predetermined lease term and mileage (can still be customized to each vehicle contract)

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- 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



### Form P — PROPOSER QUESTIONNAIRE cont.

- Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front.
- Lease to own Finance: allows the customer to take ownership of the vehicle at the end of the financed/lease term.

### Lease Terms

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

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3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

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.

The local account 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 each member agency is using the most cost-efficient vehicles for their needs. We will work with each member to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the member.

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, the Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

At this time, Enterprise Fleet Management does not accept the P-Card as payment. Enterprise can accept both EFT and ACH payments from our customers.



## **Warranty**

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

Warranty repairs are honored by dealerships on behalf of the vehicle manufacturers. When warranty opportunities arise, Enterprise's National Service Department (NSD) 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.

Enterprise maintains a strong working relationship with our manufacturer partners, and at times we will request goodwill assistance based on the nature of the repair, prior maintenance history, and current vehicle age and mileage. Our technicians proactively monitor repair estimates for possible warranty opportunities as well. There is no additional charge for this service.

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

Warranties vary by manufacturer, vehicle type, make and model, etc.

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

Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.

 Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Most standard vehicle warranties do not cover these expenses.

 Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

This will depend on the manufacturer's dealer network.

When needed, Enterprise's NSD will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.

 Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

of the control of April His a legical and three tangenties in the

All warranty coverages are provided by the applicable manufacturer.



# • What are your proposed exchange and return programs and policies?

In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc.

The local account manager will perform a lifecycle cost analysis to make sure vehicles are being cycled and replaced at the proper time. We will also conduct a side-by-side vehicle comparison to verify that each member agency is using the most cost-efficient vehicles for their needs.

When determining lifecycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight on a more effective lifecycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our clients' vehicles are coming off lease just as demand is high in the used car markets. We are always looking to take advantage of peaks to help reduce our clients' total cost of ownership.

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# 6) Describe any service contract options for the items included in your proposal.

Enterprise offers several maintenance programs designed to fit the needs of the member.

Please see Page 12 for details on our maintenance program options.

# Pricing, Delivery, Audits, and Administrative Fee

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

Enterprise Fleet Management leverages our relationships with manufacturers, dealers, maintenance/repair shops, and our company's own built-in infrastructure to provide the best solution for our customers. We work with nearly every manufacturer to sources vehicles that are cost-effective, comfortable, and meet the needs of our customers in various industries across the nation. We also have relationships both locally and nationwide for any needed aftermarket equipment or up-fitting services.

Our experience with managing vehicles and our success in the educational / government sectors has allowed Enterprise to lead the industry in this space. When combined with our affiliate Enterprise Holdings, our companies manage a fleet of 1.9 million vehicles, and we use this knowledge and experience to help our fleet customers build best-in-class fleet programs.

Enterprise Fleet Management can provide a wide range of vehicles from nearly any manufacturer, up to and including medium-duty vehicle classes. At this time we do not lease heavy-duty vehicles.

## **Enterprise Approach**

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with each NJPA member agency to proactively create, implement and manage a cost-effective total transportation solution.

### Work Plan

Enterprise will develop a strategic replacement schedule based on each member's current fleet data. After analyzing the fleet (year, make, model, maintenance spend, fuel spend and odometer reading of the vehicles) we will develop a replacement strategy designed to drive down total costs. We take a number of factors into consideration when making our replacement recommendations, such as age of the vehicle, current odometer reading, average maintenance spend, current fuel economy, estimated resale value, etc.

We look at the total cost to hold each depreciating asset in fleet and make recommendations based on the most cost-effective time to replace a vehicle. The Fleet Replacement Schedule is then used to benchmark and forecast future costs of vehicle replacement.

Enterprise will execute the agreed-upon plan by providing a local, dedicated account management team to ensure the success and efficiency of the program, including consultation and creation, implementation and ongoing management. This role is pivotal to the core value proposition that Enterprise Fleet Management provides because it gives our customers a local point of contact for all fleet-related needs.

Enterprise Fleet Management will provide a lowest cost of ownership program by managing a fleet replacement schedule, providing ancillary services that control operating expenses, and monitoring and reviewing the efficiency of the program and relationship. Our goal is to provide a consistently high level of customer satisfaction and to exceed expectations.

### Remarketing

Remarketing is one of the single most important components of our program. Subsequently, we pride ourselves on having our fingers on the pulse of the used car market at all times. The used car market is a constantly moving target, and the local Fleet Strategy Manager and Account Manager work closely to pinpoint trends that can impact our clients' resale values.

Examples include over-mileage, market strengthening/softening of a certain vehicle type, seasonal trends, dealer preferences, etc. Regarding the sale of our clients' vehicles, we prefer to sell directly to dealers. While there are times when a car may perform better at an auction, more often than not we find that we can sell that vehicle directly to the dealer for the same money, which allows us to avoid several hundred dollars in fees from the auction and we pass those savings along to our clients.

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

We provide our customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting.

Please see the completed pricing grids for the U.S. and Canada on the following pages.

Type

Domestic

### Pricing Grid

Charged/

Percentage Details

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Acquisition

Interest Rate Index Used

Basis Points(addor)

Factory Order Vehicles Domestic

Factory Order Vehicles Foreign

Dealer Stock Vehicles Foreign

% Incentives Passed to Customer

Federal Tax Incentives

**Dealer Stock Vehicles** 

State Tax Incentives

Manufacture Incentives

Maintenance

Fixed Maintenance

Occurance Maintenance

Fees

Management Fee

Service Charge

Lease Termination Fee

Interim Interest

Yes/No

How is it calculated?

Resale Fee

Provide fees not listed + rate

# Pricing Grid - U.S.

Type

Charged / Percentage

Detalls

Acquisition

Interest Rate Index Used

3 Year T-Bill

Domestic

Basis Points(addor)

+ 350 Basis Points

Factory Order Vehicles

Manufacturer Published Invoice Less Applicable Incentives Less Applicable

Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable

\$150-\$450 depending on location)

Manufacturer Published Invoice Less Applicable Incentives Less Applicable

Factory Order Vehicles

Foreign

Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable

\$150 \$450 depending on location)

**Dealer Stock Vehicles** 

Domestic

Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery

fee plus \$60 acquisition fee, subject to dealer availability

Dealer Stock Vehicles

Foreign

Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery

fee plus \$60 acquisition fee, subject to dealer availability

% Incentives Passed to Customer

Federal Tax Incentives

100% of end user eligible incentives are passed to the member

State Tax Incentives

100% of end user eligible incentives are passed to the member

Manufacture Incentives

100% of end user eligible incentives are passed to the member

Maintenance

**Fixed Maintenance** 

Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be

modified to include or exclude brakes and tires depending on what is the best interest of the

member.

Occurance Maintenance

56 per month card fee per vehicle plus cost of service and parts

Fees

Management Fee

Lease Termination Fee

0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles

Service Charge

\$400

50 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for

settlement process

Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement

Yes / No

How is it calculated?

Interim Interest

NO

Resale Fee

For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 CAD ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units

Provide fees not listed + rate

**Fuel Program**:

\$2 per month per card

Physical Damage

\$1000 deductable, average quoted \$40 per month per vehicle but is based on underwriting

and approval

Accident Management

\$100 per occurrence

Maintenance Management

\$6 per vehicle per month

Full Maintenance:

Pricing based on vehicle type and anticipated miles driven over term

GeoTab Telematics

\$26 per month for Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time

charge

Registration Fees.

All applicable charges related to vehicle registration will be passed to the member, including

any service fees that are charged from dealers to process, plus \$25 processing fee

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# Pricing Grid - U.S.

0			
	Type	Charged / Details Percentage	
Acquisition			
Interest Rate Index Used	3 Year T-Bill		
Basis Points(addor)		+ 350 Basis Points	
Factory Order Vehicles	Domestic	Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable \$150-\$450 depending on location)	
Factory Order Vehicles	foreign	Manufacturer Published Invoice Less Applicable Incentives Less Applicable Advertising plus \$60 acquisition fee plus coutesey delivery fee (variable \$150-\$450 depending on location)	
Dealer Stock Vehicles	Domestic	Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability	
Dealer Stock Vehicles	Foreign	Dealer Provided Invoice Less Applicable Incentives plus courtesy delivery fee plus \$60 acquisition fee, subject to dealer availability	
% Incentives Passed to Custome	r		
Federal Tax Incentives		100% of end user eligible incentives are passed to the member	
State Tax incentives		100% of end user eligible incentives are passed to the member	
Manufacture Incentives		100% of end user eligible incentives are passed to the member	
Maintenance		•	
Fixed Maintenance	Pricing based on vehicle type and anticipated miles driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member.		
Occurance Maintenance	\$6 per month card	fee per vehicle plus cost of service and parts	
Fees			
Management Fee	0.10% for Factory (	Ordered Vehicles / 0 15% for Dealer Stock Vehicles	
Service Charge	\$400 \$0 Termination Fee for Equity Leases, refer to Section 3 of Master Lease Agreement for		
Lease Termination Fee	settlement process.  Termination Fees for Net Leases are listed in Section 3 of Walkaway Lease Agreement.		
Interim Interest	Yes / No NO	How is it calculated?	
		old, the End User "Member" shall pay Enterprise a fee of \$395 00 CAD	
Resale Fee		s towing at prevailing rates, applies to member owned/non-leased units	
Provide fees not listed + rate  Fuel Program:	\$2 per month per c	rauf	
r dei rrogram.		average quoted \$40 per month per vehicle but is based on underwriting	
Physical Damage:	and approval		
Accident Management:	\$100 per occurrent	ce	
Maintenance Management.	\$6 per vehicle per r	month	
Full Maintenance:	Pricing based on ve	ehicle type and anticipated miles driven over term	
GeoTab Telematics:	\$26 per month for charge)	Base Mode or \$29 per month for Pro Mode + tax + \$49 per unit (one time	
Registration Fees		ges related to vehicle registration will be passed to the member, including at are charged from dealers to process, plus \$25 processing fee	



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

Vehicles are priced at invoice vs. MSRP. Members will receive the Manufacturer or Dealer published invoice less 100% of applicable incentives.

10) The pricin	g offered in this proposal is
	a. the same as the Proposer typically offers to an individual municipality, university, or school district.
	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
	d. other than what the Proposer typically offers (please describe).

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

Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and up-fit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.

For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.

 $A_{1}^{2} \cdot \alpha^{2} \alpha^{2} \cdot \gamma^{2} \cdot \Gamma_{1}^{2} \cdot A_{2} \cdot A_{3}^{2} \cdot A_{3}^{2} \cdot q_{1}^{2} \cdot R_{1}^{2} \cdot R_{2}^{2} \cdot Q_{3}^{2} \cdot q_{1}^{2} \cdot R_{2} \cdot R_{3}^{2} \cdot R_$ 

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

Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise's standard service. Some geographical limitations may apply.

Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment can be billed up front or capitalized as a part of the lease structure, subject to credit worthiness. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.

Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.

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

Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout this response.

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

For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.

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

Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate rental location — who are available to assist with vehicle delivery and pick-up.



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

Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.

Because we own and operate 1.9 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.

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

Enterprise will set a pricing plan up for the NJPA program within our system. This pricing plan will be hard-coded for all NJPA members and cannot be deviated from by any sales or support team member.

Quarterly, we will review deliveries that have been placed and delivered through the NJPA program to ensure compliance and accuracy. We will provide a detailed breakdown to NJPA monthly or quarterly for review depending on preference.

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

Enterprise will offer NJPA and your members access to our fleet management program and pay NJPA a quarterly marketing fee ("Quarterly Incentive") based upon the volume of Combined New Deliveries generated as defined below.

The Quarterly Incentive will be based on the Combined New Deliveries to Qualified Members, and will be paid quarterly.

Deliveries to Qualified Members (August 1 to July 31) \$100 per delivery

Qualified Members are eligible members who utilize the Agreement between NJPA and Enterprise Fleet Management as an approved means to satisfy their proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market-by-market basis.

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## **Industry-Specific Questions**

# 19) Describe your available vehicle maintenance program(s).

### Full Maintenance

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models. 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 up to 100,000 miles
- Covers all routine services 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
- The organization can setup and send automatic service reminders through Enterprise's website

The Enterprise Full Maintenance Program facilitates greater overall cost control for our customers, eliminating unexpected repair costs, the hassle of budgeting for repairs, and expense reporting for the driver. The program is comprehensive and will not change due to inflation.

### Maintenance Management

With the Maintenance Management program, Enterprise's team of Automotive Service Excellence (ASE) certified technicians facilitate maintenance and repairs to ensure that proper, quality work is completed at a fair and competitive price. This is our pass-through maintenance program, which allows us to fully manage, track and consult on maintenance services for a flat monthly fee.

Please see Page 11 for further details.

# 20) Describe any vehicle (or other) rental program complementary to the service offerings that your company has in place.

Enterprise Fleet Management, together with our affiliate company Enterprise Holdings, is a total transportation solution for many of our customers. With divisions in fleet management, daily rental and business rental, truck rental, vanpooling, car sharing, and car sales, Enterprise is capable of servicing all your transportation needs under one company. More information on these unique business lines can be provided.



### **Rental Services**

Through our affiliate rental brands Enterprise Rent-A-Car and National Car Rental, we can easily set up and manage rentals for our fleet customers. This can be included in our Full Maintenance pricing, or billed as needed with our Maintenance Management program.

21) Please provide current battery electric vehicles and plug-in hybrid electric vehicles your company can provide through this contract understanding that future models can be added.

Enterprise can acquire nearly any commercially available battery electric vehicle or plug-in hybrid vehicle through our dealer network or through factory ordering when available. Our expertise can help your members make smart decisions about when and where to deploy new engine technologies.

Please see pages 37 through 39 for more details on our sustainability programs.

22) Describe the process by which your company will ensure that all natural gas vehicles and propane autogas vehicles leased under this contract will mirror OEM maintenance and warranty provisions and that downtime is minimized.

Enterprise follows the manufacturer-specific maintenance schedule in order to maintain vehicle warranty. Our maintenance program can be customized depending on the situation and vehicle usage, including natural gas vehicles and propage vehicles when available.

Signature:

Date: 6-5-2018





### **MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 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. 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 fisted 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. 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 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.

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- (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 and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. 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, 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 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 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. Any alterations, additions, replacement parts or improvements 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. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements 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 Vehicle 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.

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- (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.
- 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:
- (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 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 - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - 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 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 agre	es 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 and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to 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 and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to 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 and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by the schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by the schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the vehicle(s) covered by the schedule and (B) Lessor will assume the risk of physical damage (collision and control and con	red by
such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, dam	age 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 c	overed

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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 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 this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement, (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials:	EFM_	Customer
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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.
- 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.

LESSEE:		LESSOR: By:	Enterprise FM Trust Enterprise Fleet Management, Inc. its attorney in fac
By: Title:		Ву:	
		Title:	
Address:		Address:	
Date Signed	:	Date Signe	d:
Initials: EFM	Customer		