

Piggyback Checklist

Using Department(s): Police Department / Fleet

Piggyback Contract Number/Name: Sourcewell Contract Number: 030122-EFM

Services/Supplies to be provided: Leased vehicles for Command Staff and Vin Unit

Why are Services/Supplies being obtained via piggyback (as opposed to issuing a solicitation or obtaining quotes): The decision to piggyback was made for pricing considerations. The piggyback contract 030122-EFM was procured by Sourcewell for the purpose of shared goods/services for use by state/local government, to streamline purchasing for local governments, provide strategic sourcing, and promote cost effective use of shared services.

Procurement Code, Section 38.41(C)(5):

(5) *Piggyback purchases.* The CPO (Chief Procurement Officer) may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the 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 ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Piggyback Justification Criteria	YES	NO	COMMENT
Is the piggyback contract's pricing/terms more favorable than pricing/terms we would obtain from issuing our own solicitation or obtaining our own quotes?	Yes		Yes, the Sourcewell is government pricing and it is more favorable than pricing we would obtain from our own solicitation/quotes. For instance, the current MSRP for a 2022 Ford Expedition XL is over \$52,055.00. The vendor's base pricing is approximately \$50,042.00 per vehicle.
Will use of the piggyback contract save City staff administrative time, efforts and resources?	Yes		It will save bid time, provide strategic sourcing, and cost savings through a cooperative group purchasing agreement. The current MSRP for a 2022 Ford Expedition XL is over \$52,055.00. The vendor's base pricing is approximately \$50,042.00 per vehicle.
Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking?	Yes		General Fund

*If you answered no to any of the questions above in this section, please disregard piggybacking the desired services/supplies and terminate any further completion of this form unless otherwise granted administrative approval to piggyback by authorized City Management staff.

ITEMS VERIFIED	YES	NO	COMMENT
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	Yes		The piggyback is a Cooperative Agreement procured by Sourcewell for the purpose of shared goods/services for use by state/local governments.
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	Yes		RFP 030122
Piggyback Contract is Valid? Contract Expiration Date:	Yes		Initial Term: 05/04/2022- 04/18/2026, with option to renew for up to one year
Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	Yes		The price quote reflects the vehicle type/cost awarded under the piggyback contract
Does the piggyback contract have acceptable terms and conditions?	Yes		The contract terms and conditions are negotiated as part of the original RFP.
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	Yes		Vendor approves of using the contract.
Is pricing "Fair and Reasonable" in the piggyback contract?	Yes		The current MSRP for a 2022 Ford Expedition XL is over \$52,055.00. The vendor's base pricing is approximately \$50,042.00 per vehicle.
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?	N/A		
Piggyback Contract has Warranty Conditions?	Yes		Vehicle warranty is provided by the manufacturer not Enterprise
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)	Yes		Contract Section 17 (no amount Is listed)

Requestor's Signature: Date:	— DocuSigned by: Madonna Dell Olio — 560576660224430
Date:	
Director's Signature: Date:	DocuSigned by: Unis O'Brien 2322378E4B8E438
CPO Signature:	



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggyback Request Form (Use for purchase(s) over \$5,000, when piggybacking off other contracts)

Date December 20, 2022

Department/Office Police Department

Requestor Madonna Dell'Olio

Phone <u>954-967-4662</u>

Division/Area Fleet

Title Fiscal Affairs Manager

Email mdellolio@hollywoodfl.org

1. Requested Vendor Enterprise <u>Enterprise Fleet</u> <u>Management</u> Vendor Number 102200

Address P.O. Box 800089 Kansas City, MO 64180-0089

Contact Person Kat Farber

Title Senior Client Strategy Manager

Phone <u>954-719-0790</u>

Email Kat.S.Farber@efleets.com

2. Contract title and number requesting to piggyback? Sourcewell Contract Number: 030122-EFM

Awarding Agency Sourcewell

Contract Expiration Date 05/04/2022-04/18/2026, with option to renew for up to one year

Copy of Contract and Awarding Agency documentation is attached (provide if available). $$$$$\ensuremath{\boxtimes}$ Yes $$$$ No$

3. Product/Service being requested (be specific). <u>2023 Ford Expedition XLT, 2022 Ford Expedition XL, 2022</u> Nissan Altima, 2023 Toyota Highlander, 2023 Jeep Grand Cherokee, 2023 Explorer XLT,

4. Detailed description of the product/service's function and purpose. <u>Replacement of aging Police Fleet</u> <u>Vehicles</u>

5. Please explain what process the Department/Office took to verify and/or identify this contract. <u>The piggyback</u> <u>contract 030122-EFM was procured by Sourcewell for the purpose of shared goods/services for use by</u> <u>state/local government, to streamline purchasing for local governments, provide strategic sourcing, and promote cost effective use of shared services.</u>

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

🛛 Yes 🗌 No

Please explain <u>The decision to piggyback was made for pricing considerations. The piggyback contract</u> <u>030122-EFM was procured by Sourcewell for the purpose of shared goods/services for use by state/local</u> <u>government, to streamline purchasing for local governments, provide strategic sourcing, and promote cost</u> <u>effective use of shared services. For instance, the current MSRP for a 2022 Ford Expedition XL is over \$52,055.00.</u> The vendor's base pricing is approximately \$50,042.00 per vehicle.

7. Total cost of the requested product/service. <u>\$446,001.36 includes 3 years of lease costs and charges and fees including excess mileage, license fee, delivery charge, services charges, and DMV fees.</u>

8. Total estimated annual (fiscal year) cost of requested product/service. <u>\$133,167 annual lease charges other</u> fees will be charged as incurred

Account Number(s) 001.204105.52100.540050.000000.000.000

9. Is this product/service covered by a warranty? \square Yes \square No

If yes, please attach a copy of the warranty details.

Standard vehicle warranty provided by each manufactor.

10. Will grant funds be used to pay for the requested product/service? \Box Yes \boxtimes No

If yes, please explain

REQUESTING DEPARTMENT 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(s) and recommend its/their approval based on compliance with the City's procurement requirements and all applicable laws and requirements to the best of your knowledge.

Malonna Dull Olio12/20/2022Requestor's SignatureDate-Docusigned by:12/20/2022Unis O'Brinn12/20/2022-232337/67488E436
Director's SignatureDate



Solicitation Number: RFP #030122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

• Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at governmentowned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

 The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

• Maintenance and management of this Contract;

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

- 1. Nonperformance of contractual requirements, or
- 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance*. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent. Minimum Limits: \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits: \$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits: \$2,000,000 per occurrence \$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by: Jeremy Schwartz -C0FD2A139D06489.

By: _

Jeremy Schwartz Title: Chief Procurement Officer 5/4/2022 | 9:11 AM CDT

Date:

Enterprise Fleet Management, Inc.

	Docusigned by: Dain Gilsie
Bv:	EFC279C1DE8D465

Dain Giesie Title: Vice President 5/4/2022 | 2:58 PM CDT

Date: _

030122-EFM

Approved:

DocuSigned by: Chad Coauette -7E42B8F817A64CC. By:

Chad Coauette Title: Executive Director/CEO 5/4/2022 | 3:23 PM CDT Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name:	Enterprise Fleet Management, Inc.
Does your company conduct business under any other name? If yes, please state:	МО
Adduces	600 Corporate Park Dr.
Address:	St. Louis, MO 63050
Contact:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Phone:	314-274-5428
Fax:	314-274-5428
HST#:	43-1697807

Submission Details

Created On:	Tuesday February 01, 2022 10:13:18
Submitted On:	Tuesday March 01, 2022 16:13:51
Submitted By:	Dain Giesie
Email:	Dain.E.Giesie@efleets.com
Transaction #:	53316618-72bf-4ca3-ad36-3ffb0fdf4609
Submitter's IP Address:	4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.	*
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management	*
4	Provide your CAGE code or DUNS number:	08-001-5860	*
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
6	Proposer website address (or addresses):	efleets.com	*
	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556	

Table 2: Company Information and Financial Strength

Line Item Question

Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.
		In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.
		In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.
		Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.
		Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.
		Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:
		Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hardand we reward hard work. Great things happen when we listento our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open.
		Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.
11	What are your company's expectations in the event of an award?	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 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.
		It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your	Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.
	response.	Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.
13	What is your US market share for the solutions that you are proposing?	Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.

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14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	 Alberta Corporate License number: 2116040300 Saskatchewan Corporate License number: 101184133 Manitoba Corporate License number: 6262881 GST number: 82540 4205 RT0001: Saskatchewan PST number: 2476059 Manitoba PST number: 82540 4205 MC0001 	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website.	
		Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)	*
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non- performance.	*
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non- performance.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcewell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541	*
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631	*
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item Question

Response *

26	Sales force.	Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.	
		Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:	
		Fleet Management Director • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services.	
		Fleet Strategy ManagerWorks with Client Strategy Manager to maximize resale/disposal of fleet vehiclesWorks with wholesalers nationwide to sell vehicles in an average of 23 days	
		Finance Manager • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet.	*
		Account Executive • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs	
		Area Sales Manager • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed	
		Client Strategy Manager • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters	
		Account Fleet Coordinator • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues	
27	Dealer network or other distribution methods.	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.	
		Vehicle Delivery Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.	*
		This is what we expect from our CD dealers:	
		 Acceptance of vehicle, including inspection for damage or missing equipment. Filing of claims and making arrangements for any necessary repairs. Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. Application for Title and Registration with the state and installation of license plates or temporary tags. 	

28	Service force.	Call Center	1
		Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.	
		Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.	
		The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.	*
		Supplier Network Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.	
		Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	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.	*
		We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.	

30	Describe in detail the process and procedure of your customer service	Service Quality index (SQi) is an industry leading metric that is core to Enterprise values.	
	program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Enterprise uses a Service Quality index (SQi) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.	
		Customer Service Philosophy	
		Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.	*
		Founding Values	
		Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:	
		 Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hardand we reward hard work. Great things happen when we listento our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open. 	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for- profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.	*

Describe any technological advances that your proposed products or services offer.	Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self- service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for. Customer Website – Complete oversight on entire fleet and individual vehicles • Customizable dashboards show graphs, data, and analysis that is most important to you
	 Reporting covering entire fleet, with drill-down capability to individual vehicles Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. Life-to-date maintenance data and complete vehicle history for each vehicle
	 Annual Client Review – Identify and lower costs Web-based solution for year-over-year fleet analysis led by local Enterprise team Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. Document goals to develop the best possible fleet cycling plan and lower costs
	 Fleet Planning Toolkit – The right vehicles at the right cost Vehicle selector allows Enterprise to compare up to six vehicles side-by-side Integrate all costs for a total cost analysis Determine the best time to replace your vehicles
	 Auto Integrate – Minimize downtime Web-based repair and maintenance authorization platform to reduce downtime Integration with most national account partners for faster approvals Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues Real-time maintenance updates Access to more than 100 ASE-certified technicians employed by Enterprise
	Mobile App – Convenience for drivers • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts
	 Enter and track mileage View order status of purchased vehicles View maintenance cards Check-in and check-out for vehicles with multiple drivers Edit incorrect mileage entries
Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:
	Vehicle Cycling/Fleet Optimization
	Managing vehicle emissions can represent a key component of customers' environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.
	In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.
	Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.
	Carbon Reporting and Offsets
	Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.
	Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.
	TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings

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	Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.
	Energy and Facilities Management
	Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.
	The building was certified, in part, for:
	 being built on previously developed land to reduce the impact on virgin ground. installing low-flow fixtures that reduce the building's water use by 46 percent. using LED lighting fixtures that reduce the electricity used for lighting by 56 percent. recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.
	Corporate Social Responsibility Policy
	Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.
	We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:
	 promote the viability of mobility and alternative fuels. increase access to fuel-efficient vehicles. improve the resource efficiency of our operations. minimize waste throughout the lifecycle of our vehicles. minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects. support causes that improve the quality of life in local communities. enhance relief efforts in the wake of natural disasters.
	In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:
	 Carbon Offsets Duty of Care Supplier Code of Conduct Human Rights Safety Recalls Workplace Ethics Employment and Equal Opportunity Founding Values Privacy and Safe Harbor Subsidiaries and Franchisees Sustainable Maintenance Programs
	When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.
	For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.
	Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:
	 Managing Materials Responsibly Recycling Windshields Prioritizing Fuel Efficiency Renewing License Plates Using Water-Based Paints Re-Refining Oil and Recycling Filters Repurposing Tires
	Our commitment to sustainability is based on both a comprehensive understanding of critic details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices: • Managing Materials Responsibly • Recycling Windshields • Prioritizing Fuel Efficiency • Renewing License Plates • Using Water-Based Paints • Re-Refining Oil and Recycling Filters

43	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	 While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth. Good Faith Plan Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training. Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE) Identify opportunities for SBE/MWBE certified vendors to provide goods and services. Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required Negotiate in good faith with interested SBE/MWBE Certified Vendors Join and support local and national DBE-focused publications for vendors that can provide needed goods and services. Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc. 	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	 At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition: Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors. 	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.	*
47	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.	*
48	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.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department 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.	*
50	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?	All warranty coverages are provided by the applicable manufacturer.	*
51	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. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side- by-side vehicle comparison to verify that Sourcewell is using the most cost- efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.	*
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: • Convenience: Card accepted at more than 180,000 U.S. locations • Security: Cards with driver identification issued to the driver assigned to the vehicle • Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: • Review transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device with additional options such as driver	
		Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by	

 vehicle driver coaching Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health Compliance: Accurate HOS and/or IFTA reporting Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.
 Full Maintenance Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern. Monthly cost is fixed for the term of the vehicle Coverage is available 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 Sourcewell can set up and send automatic service reminders through Enterprise's website
Maintenance Management With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.
Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQi feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	 Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include: Active management of vehicle lifecycle to minimize fuel and maintenance spend Annual fuel and maintenance spend benchmarking to decrease total cost of ownership Comparison of vehicle makes and models to provide better total cost of ownership Increased equity gain at disposal through proactive fleet planning and forecasting Continuing review of resale market to identify best disposal method and holding period Comparison of Enterprise resale performance against industry standards Management of Sourcewell incentive programs to reduce acquisition costs Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs Review driver and administrator feedback to maximize driver satisfaction 	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment	Payment Terms	
	methods.	Payment terms are Net 30.	
		Payment	
		Enterprise offers several payment options to our clients:	*
		 Direct debit – payments are withdrawn on the 20th of each month One-time ACH – can be completed via phone or email Check – can be mailed or overnighted to Enterprise Wire/ACH push – can be set up through Enterprise's bank 	
56	Describe any leasing or financing options available for use by educational or governmental entities.	Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.	
		Enterprise offers four types of funding solutions. They are an Open- Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.	
		 Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. 	
		 Open-Ended Lease Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. 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 companies to pay the minimum value 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. 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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57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond. Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment. Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.	*
		We have uploaded our pricing materials as instructed.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	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 upfit 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 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.	

62	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. 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. 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.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre- delivery inspection, 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 our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, 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.	*
65	Specifically describe freight, shipping, and delivery terms or programs available 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 Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	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 1.85 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.	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Туре	Charged/Percentage	Details
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees \$150- \$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees \$150- \$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+)Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Туре	Charged/Percentage	Details	
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member	*
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member	*

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Туре	Charged/Percentage	Details	
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage 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, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse.	*
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts	*
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	*
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00	*
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	*
81	Interim Interest Yes/No, How is it calculated?	NO	N/A	*
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units	*
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard- coded for all Sourcewell 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 Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries.
		Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery.
		Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	 Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including: Total cost of ownership analysis and comparisons Dedicated local account team assigned to each client to make ongoing cost saving recommendations Company fleet policy consultation Insurance consultation and programs Customizable lease options and financing Detailed driver analysis Fleet selection and acquisition Maintenance and fuel program management for both leased and client owned vehicles Four-year cost model development License, title and renewal services for both leased and client owned vehicles Customizable website dashboard with near real-time data and reporting Remarketing and resale for both leased and client owned vehicles Driver Safety programs 	
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition. As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes: • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle: • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

ine Item	Cate or orT pe	Offered	Comments	
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	ଜ Yes ି No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles.	*
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	☞ Yes ⊂ No	Through our Fleet Management programs we are able to offer all of these services.	*
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	ତ Yes ୦ No	Through our Fleet Management programs we are able to offer all of these services.	*
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	© Yes ℃ No	Through our Fleet Management programs we are able to offer all of these services.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing Pricing-Final.xlsx Tuesday March 01, 2022 14:16:51
- Financial Strength and Stability Enterprise Financial Stability.pdf Tuesday March 01, 2022 14:16:39
- Marketing Plan/Samples Sample Marketing Plan.pdf Tuesday March 01, 2022 14:19:21
- WM8E/M8E/S8E or Related Certificates Wade Ford 2022 GMSDC Certificate.pdf Tuesday March 01, 2022 14:27:57
- Warranty Information Sample Warranty Information.pdf Tuesday March 01, 2022 14:26:14
- Standard Transaction Document Samples Sample Quote 2427574.pdf Tuesday March 01, 2022 15:27:53
- <u>Upload Additional Document</u> Sourcewell Submission.zip Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are
 acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and
 related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <u>https://www.treasury.gov/ofac/downloads/sdnlist.pdf</u>;
 - Included on the government-wide exclusions lists in the United States System for Award Management found at: <u>https://sam.gov/SAM/;</u> or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

➡ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes © No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	M	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	ল	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	M	1



RFP #030122 REQUEST FOR PROPOSALS for Fleet Management Services

Proposal Due Date: March 1, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Management Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	January 11, 2022
Pre-proposal Conference:	February 1, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	February 21, 2022, 4:30 p.m., Central Time
Proposal Due Date:	March 1, 2022, 4:30 p.m., Central Time Late responses will not be considered.

I. <u>ABOUT SOURCEWELL</u>

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal
 organizations, school boards, and publicly-funded academic, health, and social service
 entities referred to as MASH sector (this should be construed to include but not be
 limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as
 any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

 Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <u>https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator</u>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. <u>REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES</u>

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Fleet Management Services, including, but not limited to:

- a. Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types;
- New vehicle service and preparation for the vehicles described in subsection 1. a. above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation;
- c. Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types; and,
- d. In addition to the solutions described in subsections 1. a. c. above, proposers may include a complementary offering of the following ancillary services:
 - i. Short-term rental programs;
 - ii. Upfitting of after-market products;
 - iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems;
 - iv. Roadside assistance including towing, emergency charging, and repairs;
 - v. Installation, operation, and maintenance of dedicated charging and fueling stations; and,
 - vi. Vehicle battery longevity monitoring and replacement plans.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. <u>REQUIREMENTS</u>

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

- 1. <u>Safety Requirements</u>. All items proposed must comply with current applicable safety or regulatory standards or codes.
- 2. <u>Deviation from Industry Standard</u>. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- 3. <u>New Equipment and Products</u>. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
- 4. <u>Delivered and operational</u>. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
- 5. <u>Warranty</u>. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$60 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

- 1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
- 2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
- 3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
- 4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. <u>REQUIREMENTS</u>

All proposed pricing must be:

- 1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

- 2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
- 3. Stated in U.S. and Canadian dollars (as applicable).
- 4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. <u>CONTRACT</u>

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered. Exceptions must:

exceptions must:

- 1. Clearly identify the affected article and section.
- 2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. <u>RFP PROCESS</u>

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Rev. 3/2021 Sourcewell RFP #030122

Sourcewell RFP #030122 Fleet Management Services Page 8 Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late proposals will not be considered. It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

Rev. 3/2021

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. <u>OPENING</u>

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. <u>RIGHTS RESERVED</u>

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



1/13/2022

Addendum No. 1 Solicitation Number: RFP 030122 Solicitation Name: Fleet Management Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

There appears to be a conflict or overlap between the scope of this RFP and the scope of other recent Sourcewell solicitations. How will Sourcewell address potential services that are specifically identified in other RFPs, but could be construed to be included in this RFP?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process, and each RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 030122 posted to the Sourcewell Procurement Portal on 1/13/2022, is required at the time of proposal submittal.



2/17/2022

Addendum No. 2 Solicitation Number: RFP 030122 Solicitation Name: Fleet Management Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How would you define "service force?"

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the content and format of the data that best represents their proposal and best demonstrates their ability to serve Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 2:

If orders will be handled by distributors, dealers, or others, explain the roles of the Proposer and others. How would you define 'ordering process'?

Answer 2:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract." It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

Each proposer is asked to articulate the order process that aligns with its business methods and processes within the proposal.

Question 3:

What response is recommended if a bidder can execute some, but not all, of the items listed?

Answer 3:

Refer to the Frequently Asked Questions document on the Sourcewell Procurement Portal bids homepage.

Question 4:

Can an awarded supplier present its forms to the potential customer, or will the supplier be required to only use the participating entities agreements? Is it permitted to negotiate completely new agreements with the participating entity?

Answer 4:

Refer to template contract Article 6. – Participating Entity Use and Purchasing, for additional detail related the ordering process and the development of transaction documentation.

Question 5:

Regarding template contract Section 5. A – Participation, define "Sourcewell contract use eligibility requirements and documentation...."

Answer 5:

Refer to RFP Section I. B. – Use of Resulting Contracts. The benefits of a contract resulting from this solicitation should be available to all participating entities that can legally access the equipment, products, or services under the contract. Awarded suppliers will receive instruction on relevant contract documentation in connection with the contract launch process.

Question 6:

If a contract between an awarded supplier and Sourcewell is terminated, will the supplier still be permitted to continue the relationship with any participating entity? If they terminate and we have existing agreements in place with participating entities, does the supplier continue to pay Sourcewell the administrative fee?

Answer 6:

Refer to template contract Section 6. A. – Orders and Payment, "All Participating Entity orders under this contract must be issued prior to expiration of cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract."

End of Addendum

Acknowledgement of this Addendum to RFP 030122 posted to the Sourcewell Procurement Portal on 2/17/2022, is required at the time of proposal submittal.



2/21/2022

Addendum No. 3 Solicitation Number: RFP 030122 Solicitation Name: Fleet Management Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell willing to sign a mutual NDA?

Answer 1:

Sourcewell complies with the Minnesota Government Data Practices Act and will not execute a nondisclosure agreement for a proposer. Reference Section VI. E. of the Sourcewell RFP.

Question 2:

Can we share the details of projects and references implemented outside US?

Answer 2:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 24, seeks information from "three customers who are eligible to be Sourcewell participating entities." Table 5 – Top Five Government or Education Customers seeks information from "your top five government, education, or non-profit customers."

Question 3:

Can some of the project(s) be delivered remotely to control travel expenses?

Answer 3:

It is left to the discretion of each proposer to propose a method for delivery that aligns to its business practices and meets all applicable industry standards, laws, and

regulations. A proposer should include all relevant information and fully describe the total cost of acquisition for a participating entity in its proposal. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Can offshore developers/consultants (outside USA) be used?

Answer 4:

It is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

We are only provide Fleet Management Software. Can we still submit for this RFP?

Answer 5:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 030122 posted to the Sourcewell Procurement Portal on 2/21/2022, is required at the time of proposal submittal.

Enterprise Vehicle Leases

Count	Туре	Monthly			FY 2023	
1 Ex	pedition XLT	\$	984.57	\$	11,814.84	
2 Ex	pedition XLT	\$	932.42	\$	11,189.04	
3 Ex	pedition XLT	\$	932.42	\$	11,189.04	
4 Ex	pedition XLT	\$	932.42	\$	11,189.04	
5 Ex	pedition XL	\$	760.21	\$	9,122.52	
6 Ex	pedition XL	\$	760.21	\$	9,122.52	
7 Ex	pedition XL	\$	760.21	\$	9,122.52	
8 Ex	pedition XL	\$	760.21	\$	9,122.52	
9 Ex	pedition XL	\$	760.21	\$	9,122.52	
10 Ni	ssan Altima - VIN	\$	539.12	\$	6,469.44	
11 To	oyota Highlander - VIN	\$	612.14	\$	7,345.68	
12 Je	ep Grand Cherokee - VIN	\$	815.99	\$	9,791.88	
13 Ex	plorer XLT - VIN	\$	786.92	\$	9,443.04	
14 Ex	pedition XL - VIN	\$	760.21	\$	9,122.52	
Annual Lease Cost			\$	133,167.12		
36 Month Cost			\$	399,501.36		
License Fee, Delivery Charge, Service Charges			\$	21,000.00		
	Excess Mileage a	and I	Damages	\$	15,000.00	
DMV Fees			\$	10,500.00		

Total Not To Exceed Cost \$ 446,001.36

Prepared For:	City of Ho Wall, Joel	-			Date 09/15/2022 AE/AM DP6/KSW
Unit # Year	2023 M a	ake Ford Model Exp	odition		
	XLT 4dr 4		edition		
Vehicle Order Type	Ordered	Term 36 State FL	Customer# 235091		
\$ O).00 *	Capitalized Price Redu	iction		dgments contained in the signed quote
).00 *	Tax on Capitalized Price			e ordered under this signed quote.
	0.00	Gain Applied From Pri		Order Information Driver Name CHIEF C	
\$ C	.00 *	Tax on Gain On Prior		Exterior Color Oxford V	
\$ C	.00 *	Initial Sales Tax			hyx w/ActiveX-Trimmed 1st & 2nd Row Se
\$ 450	.00 *	Initial License Fee		Lic. Plate Type Yellow C	-
\$ C	0.00	Registration Fee		GVWR 0	
\$ 500	0.00	Other: (See Page 2)			
\$ C	.00 *	Security Deposit			
\$ C	.00 *	Tax on Incentive(Taxa	ble Incentive Total : \$0.00)		
\$ 984	.57	Monthly Lease Charg	e (Based on Interest Rate- Subject	to a Floor) ¹	
		Additional Fleet Mana	agement		
		Master Policy Enrollme	ent Fees		
\$ C	0.00	Commercial Automobil	e Liability Enrollment (Estimate On	y)	
		Liability Limit \$0.0)		
\$ O	0.00	Physical Damage Man	- agement	Comp/Coll Deductible	<u>0 / 0</u>
\$ C	0.00	Full Maintenance Prog	ram ² Contract Miles 0	OverMileage Charge	\$ 0.00 Per Mile
		Incl: # Brake Sets	(1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
\$ 0	0.00	Additional Services S	SubTotal	_	
\$ 0	0.00	Sales Tax 0.0000%	:	State	
\$ C	0.00	Monthly Property Tax			
\$ 984	1.57	Total Monthly Rental	Including Additional Services		
\$ 400	0.00	Service Charge Due at	Lease Termination		
Monthly Rental Include	s 1,500 Mil	es Per Month			
-		Charged At <u>\$ 0.1300</u> Pe	er Mile		
(Quote is Subject to Cu Notes Net Lease Quote to		redit Approval) weell Contract ID: #030122	-EFM		
- End (Walkaway) Lease A	Agreement ar	nd shall have all rights and c		er Closed - End (Walkaway) Lease	e Lessor of such vehicle under the Master Closed Agreement with respect to such vehicle. until the vehicle is sold.

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 Walkaway 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.

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

City of Hollywood

LESSEE

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.

¹Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

²The 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.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 200.00
Pricing Plan Delivery Charge	С	\$ 100.00
Courtesy Delivery Fee	С	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 500.00
Other Charges Total		\$ 500.00

VEHICLE INFORMATION:

2023 Ford Expedition XLT 4dr 4x2 - US		
Series ID: U1H		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$55,623	\$57,940.00
Total Options	\$3,520.00	\$3,745.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$60,938.00	\$63,480.00

SELECTED COLOR:

 Exterior:
 YZ-Oxford White

 Interior:
 VH-Black Onyx w/ActiveX-Trimmed 1st & 2nd Row Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
110VAC	110V/150W AC Power Outlet	Included	Included
122WB	122" Wheelbase	STD	STD
202A	Equipment Group 202A High Package	\$3,567.00	\$3,795.00
21D	2nd Row Power-Folding Captain's Chairs	Included	Included
3HD	3rd Row Vinyl Head Restraints	Included	Included
425	50 States Emissions System	STD	STD
44U	Transmission: 10-Speed Automatic w/SelectShift	Included	Included
52L	Auto Start-Stop Removal	\$-47.00	\$-50.00
62S	SiriusXM w/360L	Included	Included
90D	Heated/Ventilated Front Seats	Included	Included
998	Engine: 3.5L EcoBoost V6	Included	Included
AMBIEN	Ambient Lighting	Included	Included
ASP	Advanced Security Pack	Included	Included
BUMP	Accent Color Painted Rear Bumper	Included	Included
CHARG	Wireless Charging Pad	Included	Included
HSW	Heated Steering Wheel	Included	Included
INTA	4-Door Intelligent Access (Lock/Unlock)	Included	Included
MIRROR	Power-Folding Sideview Mirrors w/Autofold	Included	Included
NET	Cargo Net	Included	Included
PAINT	Monotone Paint Application	STD	STD
PEDALS	Power-Adjustable Pedals w/Memory	Included	Included
PROT	Cargo Protection Package	NA	NA
PWLIFT	Power Liftgate	Included	Included
REMOTE	Remote Start	Included	Included
RMAT	Cargo Area Reversible Mat	Included	Included
RUNBRD	Bright Chrome Plated Accent Platform Running Boards	Included	Included
SECURE	SecuriCode Keyless Entry Pad	Included	Included
STDGV	GVWR: 7,200 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Capable	Included	Included
STDTR	Tires: P275/65R18 AT	Included	Included
STDWL	Wheels: 18" Machined-Face Aluminum	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38

CODE	DESCRIPTION	INVOICE	MSRP
TILT	Power Tilt/Telescopic Steering Wheel w/Memory	Included	Included
V	ActiveX-Trimmed 1st & 2nd Row Seats	Included	Included
VH_03	Black Onyx w/ActiveX-Trimmed 1st & 2nd Row Seats	NC	NC
X15	3.31 Axle Ratio	Included	Included
YZ_02	Oxford White	NC	NC

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 CONFIGURED FEATURES:

Body Exterior Features: Number Of Doors 4 Driver And Passenger Mirror: power remote heated power folding side-view door mirrors with turn signal indicator Spoiler: rear lip spoiler Running Boards: running boards Door Handles: body-coloured Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip Rear Step Bumper: rear step bumper Body Material: galvanized steel/aluminum body material Roof Rack: rails only : class IV trailering with harness, hitch Body Side Cladding: body-coloured bodyside cladding Grille: black w/chrome surround grille **Convenience Features:** Air Conditioning automatic dual-zone front air conditioning Air Filter: air filter Rear Air Conditioning: rear air conditioning with separate controls Seat Memory: 3 driver memory seat settings (includes door mirrors, steering wheel, pedals,) Cruise Control: cruise control with steering wheel controls Rear Window Remote Release: keyfob rear window remote release Power Windows: power windows with driver and passenger 1-touch down 1/4 Vent Rear Windows: power rearmost windows Remote Keyless Entry: keyfob (all doors) remote keyless entry Illuminated Entry: illuminated entry Key Pad: keypad locking Integrated Key Remote: integrated key/remote Auto Locking: auto-locking doors Passive Entry: Intelligent Access proximity key Remote Engine Start: remote engine start - keyfob and smart device (subscription required) Steering Wheel: heated steering wheel with power tilting, power telescoping Adjustable Pedals: power adjustable pedals Day-Night Rearview Mirror: day-night rearview mirror Auto-dimming Rearview Mirror: auto-dimming rearview mirror Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors Garage Door Opener: garage door transmitter Emergency SOS: emergency communication system Navigation System: navigation system with voice activation Front Cupholder: front and rear cupholders Floor Console: full floor console with covered box 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 Dashboard Storage: dashboard storage Driver Footrest: driver's footrest Retained Accessory Power: retained accessory power Power Accessory Outlet: 4 12V DC power outlets AC Power Outlet: 1 120V AC power outlet **Entertainment Features:** radio AM/FM/HD/Satellite with seek-scan Radio Data System: radio data system Voice Activated Radio: voice activated radio Speed Sensitive Volume: speed-sensitive volume Steering Wheel Radio Controls: steering-wheel mounted audio controls Speakers: 6 speakers

Internet Access: internet access 1st Row LCD: 2 1st row LCD monitor Wireless Connectivity: wireless phone connectivity Antenna: window grid antenna Lighting, Visibility and Instrumentation Features: Headlamp Type delay-off aero-composite LED low/high beam headlamps Auto-Dimming Headlights: auto high-beam headlights Front Wipers: variable intermittent speed-sensitive wipers wipers Rear Window wiper: fixed interval rear window wiper Rear Window Defroster: rear window defroster Rear Window: flip-up rear windshield 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: digital/analog appearance Tachometer: tachometer Voltometer: voltmeter Compass: compass Exterior Temp: outside-temperature display Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: rear parking sensors Trip Computer: trip computer Trip Odometer: trip odometer Lane Departure Warning: lane departure Blind Spot Sensor: blind spot Front Pedestrian Braking: pedestrian detection Following Distance Indicator: following distance alert Forward Collision Alert: forward collision Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Clock: in-radio display clock Systems Monitor: systems monitor Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp, warning Battery Warning: battery 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 Trunk Ajar Warning: trunk-ajar warning Brake Fluid Warning: brake-fluid warning Safety And Security: ABS four-wheel ABS brakes Number of ABS Channels: 4 ABS channels Brake Assistance: brake assist Brake Type: 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, 2nd and 3rd row overhead airbag Occupancy Sensor: front passenger airbag occupancy sensor

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DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 Height Adjustable Seatbelts: height adjustable front seatbelts Seatbelt Pretensioners: front seatbelt pre-tensioners 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 Security System: security system Panic Alarm: panic alarm Tracker System: tracker system Electronic Stability: 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 3rd Row Headrests: 3 power adjustable third row head restraints Seats And Trim: Seating Capacity max. seating capacity of 7 Front Bucket Seats: front bucket seats Front Heated Cushion: driver and passenger heated-cushions Front Heated Seatback: driver and passenger heated-seatbacks Ventilated Seats: ventilated front seats Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and passenger seats Driver Lumbar: power 2-way driver and passenger lumbar support Driver Height Adjustment: power height-adjustable driver and passenger seats Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt Front Centre Armrest Storage: front centre armrest Rear Seat Type: rear power reclining bucket seat Rear Seat Fore/Aft: manual rear seat fore/aft adjustment Rear Folding Position: rear seat fold-forward seatback Rear Seat Mounted Armrests: rear seat mounted armrest 3rd Row Seat Type: fixed third row power 60-40 split-bench seat 3rd Row Electric Control: fold into floor third row seat Leather Upholstery: ActiveX leatherette front and rear seat upholstery Door Trim Insert: vinyl door panel trim Headliner Material: full cloth headliner Floor Covering: full carpet floor covering Shift Knob Trim: metal-look shift knob LeatherSteeringWheel: leather steering wheel Floor Mats: carpet front and rear floor mats Interior Accents: metal-look interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Mats: carpet cargo mat Cargo Light: cargo light Cargo Net: cargo net Standard Engine: Engine 380-hp, 3.5-liter V-6 (regular gas) Standard Transmission: Transmission 10-speed automatic w/ OD and PowerShift automatic

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Quote No: 6706850

BY TITLE DATE INDICATES ITEMS TO BE BILLED ON DELIVERY. 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			
Unit # Serie # 2033 Wake Ford Model Expedition Data Data Data Data Data Data Data Data	Prepared For:		
Type 7 2023 Make Ford Model Expedition Total Qty: 3 Vehicle Order Type Ordered Term 36 State FL Customer# 235091	llnit #	Wall, Joel	AE/AM DP6/KSW
Vehicle Order Type Ordered Term< 36		2023 Make Ford Model Expedition	Total Qty: 3
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\$ 450.00 • Initial License Fee Lic. Plate Type Yallow City \$ 00.00 • Registration Fee OWR 0 \$ 500.00 • Other: (See Page 2) OWR 0 \$ 00.00 • Security Deposit Driver and Cair Configuration Likes Below: \$ 932.42 Monthly Lease Charge (Based on Interest Rate-Subject to a Floor) Expedition X1 - Steve - Black Onyx/Dark matter \$ 932.42 Monthly Lease Charge (Based on Interest Rate-Subject to a Floor) Expedition X1 - Steve - Black Onyx/Silver Additional Fleet Management Monthly Lease Charge (Based on Interest Rate-Subject to a Floor) Expedition X1 - Jeff - Black Onyx/Silver \$ 00.00 Commercial Autonobile Liability Enrollment (Estimate Only) Liability Limit 500 Expedition X1 - Jeff - Black Onyx/Silver \$ 00.00 Full Maintenance Program ? Contract Miles 0 OverMileage Charge 30.00 Provide National Services SubTotal \$ 00.00 Full Maintenance Program ? Contract Miles 0 OverMileage Charge 30.00 Provide National Services SubTotal \$ 00.00 Subject to Customer's Gredit Approval State State \$ 00.00 Service Charge Due at Lease Termination Nonthiy Propent Yax State \$ 932.42 Total Monthly Propent Yax State State	\$ C	.00 * Tax on Gain On Prior	Exterior Color Agate Black Metallic
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¹Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

²The 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.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 200.00
Pricing Plan Delivery Charge	С	\$ 100.00
Courtesy Delivery Fee	С	\$ 200.00
		\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 500.00
Other Charges Total		\$ 500.00

VEHICLE INFORMATION:

2023 Ford Expedition XLT 4dr 4x2 - US		
Series ID: U1H		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$55,623	\$57,940.00
Total Options	\$103.00	\$110.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$57,521.00	\$59,845.00

SELECTED COLOR:

Exterior:	UM-Agate Black Metallic
Interior:	BH-Black Onyx w/Cloth Front Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
122WB	122" Wheelbase	STD	STD
200A	Equipment Group 200A Standard Package	NC	NC
425	50 States Emissions System	STD	STD
44U	Transmission: 10-Speed Automatic w/SelectShift	Included	Included
47C	1st & 2nd Row Floor Liners w/o Carpet Mats	\$150.00	\$160.00
52L	Auto Start-Stop Removal	\$-47.00	\$-50.00
62S	SiriusXM w/360L	Included	Included
998	Engine: 3.5L EcoBoost V6	Included	Included
В	Cloth Front Captain's Chairs	Included	Included
BH_02	Black Onyx w/Cloth Front Captain's Chairs	NC	NC
NET	Cargo Net	Included	Included
PAINT	Monotone Paint Application	STD	STD
PROT	Cargo Protection Package	NA	NA
RMAT	Cargo Area Reversible Mat	Included	Included
STDGV	GVWR: 7,200 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Capable	Included	Included
STDTR	Tires: P275/65R18 AT	Included	Included
STDWL	Wheels: 18" Machined-Face Aluminum	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
UM_03	Agate Black Metallic	NC	NC
X15	3.31 Axle Ratio	Included	Included

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 <u>CONFIGURED FEATURES:</u>

Body Exterior Features: Number Of Doors 4 Rear Cargo Door Type: liftgate Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors Spoiler: rear lip spoiler Running Boards: running boards Door Handles: body-coloured Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip Rear Step Bumper: rear step bumper Body Material: galvanized steel/aluminum body material Roof Rack: rails only : class IV trailering with harness, hitch Body Side Cladding: body-coloured bodyside cladding Grille: black w/chrome surround grille Convenience Features: Air Conditioning automatic dual-zone front air conditioning Air Filter: air filter Rear Air Conditioning: rear air conditioning with separate controls Cruise Control: cruise control with steering wheel controls Rear Window Remote Release: keyfob rear window remote release Power Windows: power windows with driver and passenger 1-touch down 1/4 Vent Rear Windows: power rearmost windows Remote Keyless Entry: keyfob (all doors) remote keyless entry Illuminated Entry: illuminated entry Integrated Key Remote: integrated key/remote Auto Locking: auto-locking doors Passive Entry: proximity key Remote Engine Start: remote engine start - smart device only (subscription required) Steering Wheel: steering wheel with manual tilting, manual telescoping Day-Night Rearview Mirror: day-night rearview mirror Auto-dimming Rearview Mirror: auto-dimming rearview mirror Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors Garage Door Opener: garage door transmitter Emergency SOS: emergency communication system Navigation System: navigation system with voice activation Front Cupholder: front and rear cupholders Floor Console: full floor console with covered box 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 Dashboard Storage: dashboard storage Retained Accessory Power: retained accessory power Power Accessory Outlet: 4 12V DC power outlets **Entertainment Features:** radio AM/FM/HD/Satellite with seek-scan Radio Data System: radio data system Voice Activated Radio: voice activated radio Speed Sensitive Volume: speed-sensitive volume Steering Wheel Radio Controls: steering-wheel mounted audio controls Speakers: 6 speakers Internet Access: internet access 1st Row LCD: 2 1st row LCD monitor Wireless Connectivity: wireless phone connectivity Antenna: window grid antenna

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 Lighting, Visibility and Instrumentation Features: Headlamp Type delay-off aero-composite LED low/high beam headlamps Auto-Dimming Headlights: auto high-beam headlights Front Wipers: variable intermittent speed-sensitive wipers wipers Rear Window wiper: fixed interval rear window wiper Rear Window Defroster: rear window defroster Rear Window: flip-up rear windshield 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: digital/analog appearance Tachometer: tachometer Voltometer: voltmeter Compass: compass Exterior Temp: outside-temperature display Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: rear parking sensors Trip Computer: trip computer Trip Odometer: trip odometer Lane Departure Warning: lane departure Blind Spot Sensor: blind spot Front Pedestrian Braking: pedestrian detection Following Distance Indicator: following distance alert Forward Collision Alert: forward collision Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Clock: in-radio display clock Systems Monitor: systems monitor Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning Battery Warning: battery 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 Trunk Ajar Warning: trunk-ajar warning Brake Fluid Warning: brake-fluid warning Safety And Security: ABS four-wheel ABS brakes Number of ABS Channels: 4 ABS channels Brake Assistance: brake assist Brake Type: 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, 2nd and 3rd row overhead airbag Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt Side Impact Bars: side-impact bars

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 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 Security System: security system Panic Alarm: panic alarm Tracker System: tracker system Electronic Stability: 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: 3 rear head restraints 3rd Row Headrests: 3 power adjustable third row head restraints Seats And Trim: Seating Capacity max. seating capacity of 8 Front Bucket Seats: front bucket seats Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: manual reclining driver and passenger seats Driver Lumbar: power 2-way driver and passenger lumbar support Driver Height Adjustment: power height-adjustable driver and passenger seats Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt Front Centre Armrest Storage: front centre armrest Rear Seat Type: rear manual reclining 40-20-40 split-bench seat Rear Seat Fore/Aft: manual rear seat fore/aft adjustment Rear Folding Position: rear seat fold-forward seatback 3rd Row Seat Type: fixed third row power 60-40 split-bench seat 3rd Row Electric Control: fold into floor third row seat Leather Upholstery: cloth front and rear seat upholstery Door Trim Insert: vinyl door panel trim Headliner Material: full cloth headliner Floor Covering: full vinyl/rubber floor covering Shift Knob Trim: metal-look shift knob LeatherSteeringWheel: leather steering wheel Interior Accents: metal-look interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Mats: carpet cargo mat Cargo Light: cargo light Cargo Net: cargo net Standard Engine: Engine 380-hp, 3.5-liter V-6 (regular gas) Standard Transmission: Transmission 10-speed automatic w/ OD and PowerShift automatic

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Quote No: 6752067

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¹Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

²The 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.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 200.00
Pricing Plan Delivery Charge	С	\$ 100.00
Courtesy Delivery Fee	С	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 300.00

VEHICLE INFORMATION:

2022 Ford Expedition XL 4dr 4x2 - US		
Series ID: U1F		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$50,309	\$52,405.00
Total Options	\$-2,062.00	\$-2,145.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$50,042.00	\$52,055.00

SELECTED COLOR:

Exterior:	UM-(0 P) Agate Black Metallic
Interior:	LH-(0 I) Black Onyx w/Cloth Front Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard Package	NC	NC
122WB	122" Wheelbase	STD	STD
425	50 States Emissions System	STD	STD
44U	Transmission: 10-Speed Automatic w/SelectShift	STD	STD
47B	1st & 2nd Row Floor Liners w/Carpet Mats	\$188.00	\$200.00
52L	Auto Start-Stop Removal (Fleet)	\$-47.00	\$-50.00
99T	Engine: 3.5L EcoBoost V6	Included	Included
L	Cloth Front Captain's Chairs	Included	Included
LH_02	(0 I) Black Onyx w/Cloth Front Captain's Chairs	NC	NC
PAINT	Monotone Paint Application	STD	STD
PP	Price Adjustment	\$-2,203.00	\$-2,295.00
STDGV	GVWR: 7,200 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Capable	Included	Included
STDTR	Tires: P275/65R18 AT	Included	Included
STDWL	Wheels: 18" Machined-Face Aluminum	Included	Included
UM_03	(0 P) Agate Black Metallic	NC	NC
X15	3.31 Axle Ratio	Included	Included

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Body Exterior Features: Number Of Doors 4 Rear Cargo Door Type: liftgate Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors Spoiler: rear lip spoiler Running Boards: running boards Door Handles: body-coloured Front And Rear Bumpers: body-coloured front and rear bumpers with grey rub strip Rear Step Bumper: rear step bumper Body Material: galvanized steel/aluminum body material Roof Rack: rails only : class IV trailering with harness, hitch Body Side Cladding: black bodyside cladding Grille: black w/chrome surround grille Convenience Features: Air Conditioning automatic dual-zone front air conditioning Air Filter: air filter Rear Air Conditioning: rear air conditioning with separate controls Cruise Control: cruise control with steering wheel controls Rear Window Remote Release: keyfob rear window remote release Power Windows: power windows with driver and passenger 1-touch down 1/4 Vent Rear Windows: power rearmost windows Remote Keyless Entry: keyfob (all doors) remote keyless entry Illuminated Entry: illuminated entry Integrated Key Remote: integrated key/remote Auto Locking: auto-locking doors Passive Entry: proximity key Remote Engine Start: remote engine start - smart device only (subscription required) Steering Wheel: steering wheel with manual tilting, manual telescoping Day-Night Rearview Mirror: day-night rearview mirror Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors Garage Door Opener: garage door transmitter Emergency SOS: SYNC 4 911 Assist emergency communication system Navigation System: SYNC 4 Connected Navigation navigation system with voice activation Front Cupholder: front and rear cupholders Floor Console: full floor console with covered box 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 Dashboard Storage: dashboard storage Retained Accessory Power: retained accessory power Power Accessory Outlet: 4 12V DC power outlets Entertainment Features: radio AM/FM/Satellite-prep with seek-scan Radio Data System: radio data system Voice Activated Radio: voice activated radio Speed Sensitive Volume: speed-sensitive volume Steering Wheel Radio Controls: steering-wheel mounted audio controls Speakers: 6 speakers Internet Access: FordPass Connect 4G internet access 1st Row LCD: 2 1st row LCD monitor Wireless Connectivity: wireless phone connectivity Antenna: window grid antenna Lighting, Visibility and Instrumentation Features:

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 Headlamp Type delay-off aero-composite LED low/high beam headlamps Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights Front Wipers: variable intermittent speed-sensitive wipers wipers Rear Window wiper: fixed interval rear window wiper Rear Window Defroster: rear window defroster Rear Window: flip-up rear windshield 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: digital/analog appearance Tachometer: tachometer Voltometer: voltmeter Compass: compass Exterior Temp: outside-temperature display Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: Reverse Sensing System rear parking sensors Trip Computer: trip computer Trip Odometer: trip odometer Lane Departure Warning: lane departure Blind Spot Sensor: blind spot Front Pedestrian Braking: pedestrian detection Following Distance Indicator: following distance alert Forward Collision Alert: forward collision Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Clock: in-radio display clock Systems Monitor: systems monitor Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Water Temp Warning: water-temp. warning Battery Warning: battery 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 Trunk Ajar Warning: trunk-ajar warning Brake Fluid Warning: brake-fluid warning Safety And Security: ABS four-wheel ABS brakes Number of ABS Channels: 4 ABS channels Brake Assistance: brake assist Brake Type: 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: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts 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

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks Rear Child Safety Locks: rear child safety locks Ignition Disable: SecuriLock immobilizer Security System: security system Panic Alarm: panic alarm Tracker System: tracker system Electronic Stability: 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: 3 rear head restraints Seats And Trim: Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: manual reclining driver and passenger seats Driver Lumbar: power 2-way driver and passenger lumbar support Driver Height Adjustment: power height-adjustable driver and passenger seats Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt Front Centre Armrest Storage: front centre armrest Rear Seat Type: rear manual reclining 40-20-40 split-bench seat Rear Seat Fore/Aft: manual rear seat fore/aft adjustment Rear Folding Position: rear seat fold-forward seatback Leather Upholstery: cloth front and rear seat upholstery Door Trim Insert: vinyl door panel trim Headliner Material: full cloth headliner Floor Covering: full carpet floor covering Shift Knob Trim: metal-look shift knob LeatherSteeringWheel: leather steering wheel Floor Mats: carpet front and rear floor mats Interior Accents: metal-look interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Light: cargo light Concealed Cargo Storage: concealed cargo storage Cargo Net: cargo net Standard Engine: Engine 380-hp, 3.5-liter V-6 (regular gas) Standard Transmission: Transmission 10-speed automatic w/ OD and PowerShift automatic

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Quote No: 6833163

Prepared For:	-	-		Date 11/02/2022
Unit #	Wall, Joe	1		AE/AM DP6/KSW
Year		lake Nissan Model Altima		
		dr Front-Wheel Drive Sedan		
/ehicle Order Type	In-Stock	Term 36 State FL Customer# 235091		
\$	0.00 *	Capitalized Price Reduction		gments contained in the signed quot
	0.00 *	Tax on Capitalized Price Reduction		ordered under this signed quote.
\$	0.00	Gain Applied From Prior Unit	Order Information Driver Name Undercove	or
\$	0.00 *	Tax on Gain On Prior	Exterior Color (0 P) Supe	
\$	0.00 *	Initial Sales Tax	Interior Color (0 I) Sport	
\$ 25	0.00 *	Initial License Fee	Lic. Plate Type Standard	
\$	0.00 *	Registration Fee	GVWR 0	
\$ 30		Other: (See Page 2)		
•	0.00 *	Security Deposit		
	0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00		
\$ 53	9.12	Monthly Lease Charge (Based on Interest Rate	- Subject to a Floor).	
		Additional Fleet Management		
		Master Policy Enrollment Fees		
\$	0.00	Commercial Automobile Liability Enrollment (Est	imate Only)	
		Liability Limit <u>\$0.00</u>		
\$	0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$	0.00	Full Maintenance Program ² Contract Miles 0	OverMileage Charge	\$ 0.00 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0	# Tires 0	Loaner Vehicle Not Included
\$	0.00	Additional Services SubTotal	-	
\$	0.00	Sales Tax 0.0000%	State	
	0.00	Monthly Property Tax		
			n da a a	
	9.12	Total Monthly Rental Including Additional Ser	IVICES	
	5.00	Service Charge Due at Lease Termination		
onthly Rental Includ				
les in Excess Of 54	,000 Will Be	e Charged At <u>\$ 0.1000</u> Per Mile		
uote is Subject to C	Sustomer's C	Credit Approval)		
Ind (Walkaway) Lease	Agreement a	of the vehicle covered by this Quote. Enterprise FM Trust and shall have all rights and obligations of the Lessor unde rage on the vehicle as set forth in Section 11 of the Master	r the Master Closed - End (Walkaway) Lease A	Agreement with respect to such vehicle.
		E BILLED TO LESSEE AS THEY OCCUR.	, ,,	
ssee hereby authorize	s this vehicle	order, agrees to lease the vehicle on the terms set forth h t to collect damages in the event Lessee fails or refuses to		ement and
	ollywood	A CONTROL CONTROLOGINAL THE EVENT LESSEE TOILS OF TEIUSES ID	accept derivery of the ordered vehicle.	
Y		TITLE		DATE
NDICATES ITEMS TO BE		LIVERY.		

¹Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

²The 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.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 200.00
Pricing Plan Delivery Charge	С	\$ 100.00
Courtesy Delivery Fee	С	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 300.00

VEHICLE INFORMATION:

2022 Nissan Altima 2.5 SR 4dr Front-Wheel Drive Sedan - US

Series ID: 13512

Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$25,068	\$26,900.00
Total Options	\$1,171.00	\$910.00
Destination Charge	\$1,095.00	\$1,095.00
Total Price	\$27,334.00	\$28,905.00

SELECTED COLOR:

Exterior:KH3-(0 P) Super BlackInterior:N-(0 I) Sport w/Sport Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
B10	Body-Colored Splash Guards	\$194.00	\$225.00
B92	Chrome Bumper Protector	\$143.00	\$165.00
C03	50 State Emissions	NC	NC
KH3_01	(0 P) Super Black	NC	NC
L93	SR Floor Mats/Trunk Mat/Hideaway Nets	\$306.00	\$355.00
M92	Trunk Organizer Tray	\$141.00	\$165.00
MA	Marketing Assessment	\$387.00	\$0.00
N_01	(0 I) Sport w/Sport Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 2.5L DOHC 16-Valve 4-Cylinder	STD	STD
STDRD	Radio: AM/FM Audio System	STD	STD
STDST	Front Sport Bucket Seats	STD	STD
STDTM	Sport Seat Trim	STD	STD
STDTN	Transmission: Xtronic CVT (Continuously Variable)	STD	STD
STDTR	Tires: 235/40R19 AS	STD	STD
STDWL	Wheels: 19" Machined Alloy	STD	STD

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 CONFIGURED FEATURES:

Body Exterior Features: Number Of Doors 4 Rear Cargo Door Type: trunk Driver And Passenger Mirror: power remote manual folding side-view door mirrors Door Handles: body-coloured Front And Rear Bumpers: body-coloured front and rear bumpers Front Mud Flaps: front and rear mud flaps Body Material: galvanized steel/aluminum body material Grille: black w/chrome accents grille Exhaust Tip: chrome tip exhaust Convenience Features: Air Conditioning manual air conditioning Air Filter: air filter Cruise Control: cruise control with steering wheel controls Trunk/Hatch/Door Remote Release: power cargo access remote release Fuel Remote Release: mechanical fuel remote release Power Windows: power windows with driver 1-touch down Remote Keyless Entry: keyfob (all doors) remote keyless entry Illuminated Entry: illuminated entry Integrated Key Remote: integrated key/remote Auto Locking: auto-locking doors Passive Entry: Intelligent Key proximity key Valet Key: valet function Trunk FOB Controls: keyfob trunk/hatch/door release Window FOB Controls: remote window controls Remote Engine Start: remote engine start - keyfob Steering Wheel: sport steering wheel with manual tilting, manual telescoping Day-Night Rearview Mirror: day-night rearview mirror Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors Front Cupholder: front and rear cupholders Floor Console: full floor console with covered box Overhead Console: mini overhead console with storage Glove Box: illuminated glove box Driver Door Bin: driver and passenger door bins Rear Door Bins: rear door bins Seatback Storage Pockets: 1 seatback storage pockets Driver Footrest: driver's footrest Retained Accessory Power: retained accessory power Power Accessory Outlet: 1 12V DC power outlet **Entertainment Features:** radio SiriusXM AM/FM/Satellite with seek-scan Radio Data System: radio data system Voice Activated Radio: voice activated radio Speed Sensitive Volume: speed-sensitive volume Steering Wheel Radio Controls: steering-wheel mounted audio controls Speakers: 6 speakers Internet Access: NissanConnect internet access 1st Row LCD: 2 1st row LCD monitor Wireless Connectivity: wireless phone connectivity Antenna: window grid antenna Lighting, Visibility and Instrumentation Features: Headlamp Type delay-off projector beam LED low/high beam headlamps Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window Defroster: rear window defroster

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 Tinted Windows: light-tinted windows Dome Light: dome light with fade Front Reading Lights: front and rear reading lights Ignition Switch: ignition switch light Variable IP Lighting: variable instrument panel lighting Display Type: analog appearance Tachometer: tachometer Exterior Temp: outside-temperature display Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: rear parking sensors Trip Computer: trip computer Trip Odometer: trip odometer Lane Departure Warning: lane departure Blind Spot Sensor: blind spot Front Pedestrian Braking: pedestrian detection Forward Collision Alert: forward collision Water Temp Gauge: water temp. gauge Clock: in-radio display clock Systems Monitor: systems monitor Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Battery Warning: battery 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 Bulb Failure Warning: bulb-failure warning Door Ajar Warning: door-ajar warning Trunk Ajar Warning: trunk-ajar warning Brake Fluid Warning: brake-fluid warning Safety And Security: ABS four-wheel ABS brakes Number of ABS Channels: 4 ABS channels Brake Assistance: brake assist Brake Type: four-wheel disc brakes Vented Disc Brakes: front ventilated disc brakes Daytime Running Lights: daytime running lights Spare Tire Type: compact spare tire Spare Tire Mount: spare tire mounted inside under cargo 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 Knee Airbag: knee airbag Rear Side Airbag: rear side-impact-impact airbag Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts Seatbelt Pretensioners: front and rear seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt Side Impact Bars: side-impact bars Rear Child Safety Locks: rear child safety locks Ignition Disable: immobilizer Security System: security system Panic Alarm: panic alarm Electronic Stability: electronic stability Traction Control: ABS and driveline traction control Front and Rear Headrests: manual adjustable front head restraints Rear Headrest Control: 3 rear head restraints

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 First Aid Kit: first aid kit

Seats And Trim: Seating Capacity max. seating capacity of 5 Front Bucket Seats: front sport bucket seats Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and manual reclining passenger seats Driver Height Adjustment: power height-adjustable driver and passenger seats Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt Front Centre Armrest Storage: front centre armrest Rear Seat Type: rear 60-40 bench seat Rear Folding Position: rear seat fold-forward seatback Rear Seat Armrest: rear seat centre armrest Door Trim Insert: vinyl door panel trim Headliner Material: full cloth headliner Floor Covering: full carpet floor covering Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert Shift Knob Trim: leather/metal-look shift knob LeatherSteeringWheel: leather/metal-look steering wheel Floor Mats: carpet front and rear floor mats Interior Accents: chrome/metal-look interior accents Cargo Space Trim: carpet cargo space Trunk Lid: carpet trunk lid/rear cargo door Cargo Mats: carpet cargo mat Cargo Tie Downs: cargo tie-downs Cargo Light: cargo light Concealed Cargo Storage: concealed cargo storage Cargo Tray: cargo tray/organizer Cargo Net: cargo net Standard Engine: Engine 188-hp, 2.5-liter I-4 (regular gas) Standard Transmission:

Transmission 2-speed CVT w/ OD and auto-manual

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38

Year Series	Wall, Joel 26GFZB 2023 M L 4dr Fror	-		Date 11/17/2022 AE/AM DP6/KSW
\$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 500	0.00 * 0.00 * 0.00 * 0.00 * 0.00 * 0.00 * 0.00 * 0.00 * 0.00 * 0.00 * 0.00 * 0.00 *	Capitalized Price Reduction Tax on Capitalized Price Reduction Gain Applied From Prior Unit Tax on Gain On Prior Initial Sales Tax Initial License Fee Registration Fee Other: (See Page 2) Security Deposit		print
).00 *	Tax on Incentive(Taxable Incentive Total : \$0.00) Monthly Lease Charge (Based on Interest Rate- Subject		
\$ C).00).00	Master Policy Enrollment Fees Commercial Automobile Liability Enrollment (Estimate Or Liability Limit <u>\$0.00</u> Physical Damage Management	Comp/Coll Deductible	<u>0/0</u>
).00).00	Full Maintenance Program ² Contract Miles <u>0</u> Incl: # Brake Sets (1 set = 1 Axle) <u>0</u> Additional Services SubTotal	OverMileage Charge # Tires <u>0</u>	<u>\$ 0.00</u> Per Mile Loaner Vehicle Not Included
).00).00	Sales Tax 0.0000% Monthly Property Tax	State	
\$ 612	2.14	Total Monthly Rental Including Additional Services		
\$ 495	5.00	Service Charge Due at Lease Termination		
Monthly Rental Include Miles in Excess Of <u>54</u> , (Quote is Subject to Co Notes	000 Will Be	Charged At <u>\$ 0.1000</u> Per Mile		
- End (Walkaway) Lease A	Agreement a	of the vehicle covered by this Quote. Enterprise FM Trust (not Enter nd shall have all rights and obligations of the Lessor under the Mas age on the vehicle as set forth in Section 11 of the Master Closed-B	ter Closed - End (Walkaway) Lease A	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 Walkaway 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.

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

City of Hollywood

LESSEE

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.

¹Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

²The 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.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 200.00
Pricing Plan Delivery Charge	С	\$ 100.00
Courtesy Delivery Fee	С	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 500.00
Other Charges Total		\$ 500.00

VEHICLE INFORMATION:

2023 Toyota Highlander L 4dr Front-Wheel Drive - US

Series ID: 6935

Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$33,251	\$36,420.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,335.00	\$1,335.00
Total Price	\$34,586.00	\$37,755.00

SELECTED COLOR:

Exterior:8X8-(0 P) BlueprintInterior:20-(0 I) Black w/Fabric Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
20_01	(0 I) Black w/Fabric Seat Trim	NC	NC
8X8_02	(0 P) Blueprint	NC	NC
FB	Fabric Seat Trim	STD	STD
FE	50 State Emissions	NC	NC
LO	L Grade Package	NC	NC
NATL	National Region	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.329 Axle Ratio	STD	STD
STDEN	Engine: 2.4L 4-Cyl Turbocharged DOHC VVT-i	STD	STD
STDGV	GVWR: 5,870 lbs	STD	STD
STDRD	Radio: 8" Toyota Audio Multimedia	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTN	Transmission: 8-Speed Automatic	STD	STD
STDTR	Tires: P235/65R18	STD	STD
STDWL	Wheels: 18" Painted Alloy	STD	STD
THEFT	Engine Immobilizer	Included	Included

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 CONFIGURED FEATURES:

Body Exterior Features: Number Of Doors 4 Rear Cargo Door Type: liftgate Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator Spoiler: rear lip spoiler Door Handles: body-coloured Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip Front License Plate Bracket: front license plate bracket Body Material: fully galvanized steel body material Grille: black w/metal-look surround grille **Convenience Features:** Air Conditioning automatic dual-zone front air conditioning Air Filter: air filter Rear Air Conditioning: rear air conditioning with separate controls Cruise Control: cruise control with steering wheel controls, Full-Speed Range Dynamic Radar Cruise Control (DRCC) distance pacing Fuel Remote Release: mechanical fuel remote release Power Windows: power windows with front and rear 1-touch down 1/4 Vent Rear Windows: power rearmost windows Remote Keyless Entry: keyfob (all doors) remote keyless entry Illuminated Entry: illuminated entry Integrated Key Remote: integrated key/remote Auto Locking: auto-locking doors Passive Entry: Smart Key proximity key Steering Wheel: steering wheel with manual tilting, manual telescoping Day-Night Rearview Mirror: day-night rearview mirror Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors Emergency SOS: Safety Connect (10-year trial) emergency communication system Front Cupholder: front and rear cupholders Floor Console: full floor console with covered box Overhead Console: mini overhead console with storage, conversation mirror 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 IP Storage: bin instrument-panel storage Driver Footrest: driver's footrest Retained Accessory Power: retained accessory power Power Accessory Outlet: 2 12V DC power outlets **Entertainment Features:** radio SiriusXM AM/FM/Satellite with seek-scan Voice Activated Radio: voice activated radio Speed Sensitive Volume: speed-sensitive volume Steering Wheel Radio Controls: steering-wheel mounted audio controls Speakers: 6 speakers Internet Access: Wi-Fi Connect with 30-day or up to 3GB trial subscription internet access 1st Row LCD: 2 1st row LCD monitor Wireless Connectivity: wireless phone connectivity Antenna: window grid antenna Lighting, Visibility and Instrumentation Features: Headlamp Type delay-off projector beam LED low/high beam headlamps Auto-Dimming Headlights: Automatic High Beams (AHB) auto high-beam headlights Front Wipers: variable intermittent wipers with heating wiper park Rear Window wiper: fixed interval rear window wiper Rear Window Defroster: rear window defroster Tinted Windows: deep-tinted windows

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 Dome Light: dome light with fade Front Reading Lights: front and rear reading lights Door Curb/Courtesy Lights: 4 door curb/courtesy lights Ignition Switch: ignition switch light Variable IP Lighting: variable instrument panel lighting Display Type: analog appearance Tachometer: tachometer Exterior Temp: outside-temperature display Low Tire Pressure Warning: tire specific low-tire-pressure warning Trip Computer: trip computer Trip Odometer: trip odometer Lane Departure Warning: lane departure Front Pedestrian Braking: pedestrian detection Forward Collision Alert: forward collision Water Temp Gauge: water temp. gauge Clock: in-dash clock Systems Monitor: systems monitor Rear Vision Camera: rear vision camera Oil Pressure Warning: oil-pressure warning Battery Warning: battery 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 Trunk Ajar Warning: trunk-ajar warning Brake Fluid Warning: brake-fluid warning Transmission Fluid Temperature Warning: transmission-fluid-temperature warning Safety And Security: ABS four-wheel ABS brakes Number of ABS Channels: 4 ABS channels Brake Assistance: brake assist Brake Type: four-wheel disc brakes Vented Disc Brakes: front ventilated disc brakes Daytime Running Lights: daytime running lights Spare Tire Type: compact 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, 2nd and 3rd row overhead airbag Knee Airbag: knee airbag Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts 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 Tracker System: tracker system Electronic Stability: electronic stability Traction Control: ABS and driveline traction control Front and Rear Headrests: manual adjustable front head restraints Rear Headrest Control: 3 rear head restraints 3rd Row Headrests: 3 manual adjustable third row head restraints Seats And Trim:

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 Seating Capacity max. seating capacity of 8 Front Bucket Seats: front bucket seats Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and manual reclining passenger seats Driver Height Adjustment: power height-adjustable driver and passenger seats Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt Front Centre Armrest Storage: front centre armrest Rear Seat Type: rear manual reclining 60-40 split-bench seat Rear Seat Fore/Aft: manual rear seat fore/aft adjustment Rear Folding Position: rear seat fold-forward seatback Rear Seat Armrest: rear seat centre armrest 3rd Row Seat Type: fixed third row manual 60-40 split-bench seat 3rd Row Electric Control: fold into floor third row seat Leather Upholstery: cloth front and rear seat upholstery Door Trim Insert: leatherette door panel trim Headliner Material: full cloth headliner Floor Covering: full carpet floor covering Dashboard Console Insert, Door Panel Insert Combination: leatherette/metal-look instrument panel insert, door panel insert, console insert Shift Knob Trim: urethane shift knob Interior Accents: metal-look interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Tie Downs: cargo tie-downs Cargo Light: cargo light Concealed Cargo Storage: concealed cargo storage Standard Engine: Engine 265-hp, 2.4-liter I-4 (regular gas) Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38

Quote No: 6767903

Prepared For:	City of Ho	ollywood				Date 11/02/2022
	Wall, Joel	l				AE/AM DP6/KSW
	26GJL8		Crond Charakaa			
	2023 M Laredo 4o	•	Grand Cherokee			
Vehicle Order Type		Term 36 State	FL Customer# 235	5091		
					All language and acknowledg	gments contained in the signed quote
	0.00 *	Capitalized Price F				ordered under this signed quote.
	0.00 * 0.00	Tax on Capitalized Gain Applied From			Order Information	
	0.00 *	Tax on Gain On P			Driver Name Undercove	
	0.00 *	Initial Sales Tax			Exterior Color (0 P) Silve	-
\$ 450		Initial License Fee			Lic. Plate Type Standard	al Black w/Cloth Seats or Leather T
	0.00	Registration Fee			GVWR 0	
\$ 600		Other: (See Page	2)			
\$ (0.00 *	Security Deposit	,			
\$ (.00 *	Tax on Incentive(Taxable Incentive Tota	al : \$0.00)		
\$ 81	5.99	Monthly Lease C	harge (Based on Intere	est Rate- Subject	to a Floor) ¹	
		Additional Fleet	lanagement			
		Master Policy Enro	ollment Fees			
\$ (0.00	Commercial Auton	nobile Liability Enrollmo	ent (Estimate On	y)	
		Liability Limit	60.00			
\$ (0.00	Physical Damage	Management		Comp/Coll Deductible	0/0
\$ (0.00	Full Maintenance I	Program ² Contract M	liles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
		Incl: # Brake S	Sets (1 set = 1 Axle) $\underline{0}$		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ (0.00	Additional Servic	es SubTotal			
\$ (0.00	Sales Tax 0.000	00%	:	State	
\$ (0.00	Monthly Property	Гах			
\$ 81	5.99	Total Monthly Re	ntal Including Additic	onal Services		
\$ 495	5.00	Service Charge Du	ue at Lease Terminatio	on		
Ionthly Rental Include	es <u>1,500</u> Mi	les Per Month				
liles in Excess Of <u>54,</u>	000 Will Be	Charged At <u>\$ 0.100</u>	0 Per Mile			
Quote is Subject to C lotes	ustomer's C	Credit Approval)				
End (Walkaway) Lease	Agreement a	nd shall have all rights a	and obligations of the Less	sor under the Maste		Lessor of such vehicle under the Master Close Agreement with respect to such vehicle. ntil the vehicle is sold.
LL TAX AND LICENSE	FEES TO B	E BILLED TO LESSEE	AS THEY OCCUR.			
					n the Master Walkaway Lease Agree ivery of the ordered vehicle.	ement and
ESSEE City of Ho	ollywood					
8Y			TITLE			DATE
INDICATES ITEMS TO BE E	BILLED ON DE	LIVERY.				
apitalized Price of Vehicle M	lay be Adjusted	I to Reflect Final Manufactu		Assigns to Lessor any	Nanufacturer Rebates And/Or Manufactur	rer Incentives Intended for the Lessee, Which Rebates
nd/Or Incentives Have Been	Used By Lesso	or to Reduce the Capitalize	a Price of the Vehicle.			

¹Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

²The 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.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 200.00
Pricing Plan Delivery Charge	С	\$ 100.00
Courtesy Delivery Fee	С	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 600.00
Other Charges Total		\$ 600.00

VEHICLE INFORMATION:

2023 Jeep Grand Cherokee Laredo 4dr 4x2	- US	
Series ID: WLTH74		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$39,758	\$40,200.00
Total Options	\$1,706.00	\$1,895.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$43,259.00	\$43,890.00

SELECTED COLOR:

 Exterior:
 PSE-(0 P) Silver Zynith

 Interior:
 X7-(0 I) Global Black w/Cloth Seats or Leather Trimmed Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
22A	Quick Order Package 22A	NC	NC
AJ	Cloth Seats	STD	STD
ALW	Luxury Tech Group I	\$1,260.00	\$1,400.00
APA	Monotone Paint	STD	STD
DFT	Transmission: 8-Speed Automatic 850RE	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
JHC	Rain Sensitive Windshield Wipers	Included	Included
JKV	115V Auxiliary Power Outlet	Included	Included
JPM	Heated Front Seats	Included	Included
JRC	Power Liftgate	Included	Included
LA5	Selectable Tire Fill Alert	Included	Included
NAS	50 State Emissions	NC	NC
NHS	Heated Steering Wheel	Included	Included
PSE_01	(0 P) Silver Zynith	\$446.00	\$495.00
RFX	Wireless Charging Pad	Included	Included
SDA	Normal Duty Suspension	STD	STD
TSB	Tires: P245/70R17 BSW A/S	STD	STD
UBR	Radio: Uconnect 5 w/8.4" Display	STD	STD
WF5	Wheels: 17" x 6.5" Fully Painted Aluminum	STD	STD
X7_02	(0 I) Global Black w/Cloth Seats or Leather Trimmed Bucket Seats	NC	NC
XBM	Remote Start System	Included	Included
Z1A	GVWR: 6,050 lbs	STD	STD

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 CONFIGURED FEATURES:

Body Exterior Features: Number Of Doors 4 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors Spoiler: rear lip spoiler Door Handles: body-coloured Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip Front Bumper Insert: chrome front bumper insert Rear Bumper Insert: chrome rear bumper insert Body Material: galvanized steel/aluminum body material Roof Rack: rails only Body Side Cladding: black bodyside cladding Fender Flares: black fender flares Grille: chrome grille **Convenience Features:** Air Conditioning automatic dual-zone front air conditioning Air Filter: air filter Console Ducts: console ducts Dual Zone Infrared: front dual-zone air conditioning w/infrared Voice Activated A/C: voice activated air conditioning Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control w/Stop & Go distance pacing Trunk/Hatch/Door Remote Release: power cargo access remote release Power Windows: power windows with driver and passenger 1-touch down 1/4 Vent Rear Windows: power rearmost windows Remote Keyless Entry: keyfob (all doors) remote keyless entry Illuminated Entry: illuminated entry Integrated Key Remote: integrated key/remote Auto Locking: auto-locking doors Passive Entry: proximity key Valet Key: valet function Trunk FOB Controls: keyfob trunk/hatch/door release Remote Engine Start: remote engine start - keyfob Steering Wheel: heated steering wheel with manual tilting, manual telescoping Day-Night Rearview Mirror: day-night rearview mirror Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors Emergency SOS: emergency communication system Front Cupholder: front and rear cupholders Floor Console: full floor console with covered box Overhead Console: mini overhead console with storage Glove Box: illuminated locking glove box Driver Door Bin: driver and passenger door bins Rear Door Bins: rear door bins Seatback Storage Pockets: 2 seatback storage pockets IP Storage: covered bin instrument-panel storage Driver Footrest: driver's footrest Retained Accessory Power: retained accessory power Power Accessory Outlet: 2 12V DC power outlets AC Power Outlet: 1 120V AC power outlet **Entertainment Features:** radio SiriusXM AM/FM/Satellite with seek-scan Radio Data System: radio data system Voice Activated Radio: voice activated radio Speed Sensitive Volume: speed-sensitive volume Steering Wheel Radio Controls: steering-wheel mounted audio controls Speakers: 6 speakers Internet Access: 4G LTE Wi-Fi Hot Spot internet access

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 1st Row LCD: 2 1st row LCD monitor Wireless Connectivity: wireless phone connectivity Antenna: integrated roof antenna Lighting, Visibility and Instrumentation Features: Headlamp Type delay-off aero-composite LED low/high beam headlamps Front Wipers: variable intermittent rain detecting wipers speed-sensitive wipers wipers Rear Window wiper: fixed interval rear window wiper with heating wiper park 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: digital/analog appearance Tachometer: tachometer Voltometer: voltmeter Compass: compass Exterior Temp: outside-temperature display Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: ParkSense with Stop rear parking sensors Trip Computer: trip computer Trip Odometer: trip odometer Lane Departure Warning: lane departure Blind Spot Sensor: blind spot Front Pedestrian Braking: pedestrian detection Following Distance Indicator: following distance alert Forward Collision Alert: forward collision Oil Pressure Gauge: oil pressure gauge Water Temp Gauge: water temp. gauge Oil Temp Gauge: oil temperature gauge Transmission Oil Temp Gauge: transmission oil 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 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 Bulb Failure Warning: bulb-failure warning Door Ajar Warning: door-ajar warning Trunk Ajar Warning: trunk-ajar warning Brake Fluid Warning: brake-fluid warning Turn Signal On Warning: turn-signal-on warning Transmission Fluid Temperature Warning: transmission-fluid-temperature warning Safety And Security: ABS four-wheel ABS brakes Number of ABS Channels: 4 ABS channels Brake Assistance: brake assist Brake Type: four-wheel disc brakes Vented Disc Brakes: front and rear ventilated disc brakes Daytime Running Lights: daytime running lights Spare Tire Type: compact spare tire

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 Spare Tire Mount: spare tire mounted inside under cargo 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 Knee Airbag: knee airbag Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts Seatbelt Pretensioners: front seatbelt pre-tensioners 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt Fuel Flap Locking Type: locking fuel flap included with power door locks 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: Sentry Key immobilizer Security System: security system Panic Alarm: panic alarm Electronic Stability: electronic stability stability control with anti-roll Traction Control: ABS and driveline traction control Front and Rear Headrests: manual adjustable front head restraints with tilt AntiWhiplashFrontHeadrests: anti-whiplash front head restraints Rear Headrest Control: 2 rear head restraints Break Resistant Glass: break resistant glass Seats And Trim: Seating Capacity max. seating capacity of 5 Front Bucket Seats: front bucket seats Front Heated Cushion: driver and passenger heated-cushions Front Heated Seatback: driver and passenger heated-seatbacks Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and manual reclining passenger seats Driver Lumbar: power 4-way driver and passenger lumbar support Driver Height Adjustment: power height-adjustable driver and passenger seats Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt Fold Flat Passenger Seat: fold flat passenger seat Front Centre Armrest Storage: front centre armrest with storage Rear Seat Type: rear manual reclining 60-40 split-bench seat Rear Folding Position: rear seat fold-forward seatback Leather Upholstery: cloth front and rear seat upholstery Door Trim Insert: vinvl door panel trim Headliner Material: full cloth headliner Floor Covering: full carpet floor covering Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert Overhead Console Insert: piano black overhead console insert LeatherSteeringWheel: leatherette steering wheel Floor Mats: carpet front and rear floor mats Interior Accents: chrome/metal-look interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Tie Downs: cargo tie-downs Cargo Light: cargo light Concealed Cargo Storage: concealed cargo storage Standard Engine: Engine 293-hp, 3.6-liter V-6 (regular gas) Standard Transmission: Transmission 8-speed automatic w/ OD and auto-manual

Prepared For:	City of Hol	llywood			Date 09/16/2022
	Wall, Joel				AE/AM DP6/KSW
Unit # Year	2023 M a	ake Ford Model E	Evoloror		
	XLT 4dr 4		схрюге		
Vehicle Order Type			FL Customer# 235091		
\$ 0	.00 *	Capitalized Price Re	eduction		gments contained in the signed quote
\$ O	.00 *	Tax on Capitalized I	Price Reduction	apply to all vehicles that are of Order Information	ordered under this signed quote.
\$ 0	.00	Gain Applied From I	Prior Unit	Driver Name	
\$ 0	.00 *	Tax on Gain On Pric	or	Exterior Color (0 P) Atlas	Blue Metallic
\$ O	.00 *	Initial Sales Tax			y w/ActiveX Captain's Chairs
\$ 450	.00 *	Initial License Fee		Lic. Plate Type Yellow City	y
\$ 0	.00	Registration Fee		GVWR 0	
\$ 500	.00	Other: (See Page 2))		
\$ 0	.00 *	Security Deposit			
	.00 *		axable Incentive Total : \$0.00)		
\$ 786	.92	Monthly Lease Cha	arge (Based on Interest Rate- Subj	ject to a Floor) ¹	
		Additional Fleet Ma	-		
		Master Policy Enroll	Iment Fees		
\$ 0	.00	Commercial Automo	obile Liability Enrollment (Estimate	Only)	
		Liability Limit <u>\$0</u>	0.00		
\$ 0	.00	Physical Damage M	lanagement	Comp/Coll Deductible	0/0
\$ 0	.00	Full Maintenance Pr	rogram ² Contract Miles 0	OverMileage Charge	<u>\$ 0.00</u> Per Mile
		Incl: # Brake Se	ets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0	.00	Additional Service	es SubTotal		
\$ 0	.00	Sales Tax 0.000	0%	State	
\$ 0	.00	Monthly Property Ta	ax		
\$ 786	.92	Total Monthly Rent	tal Including Additional Services	5	
\$ 495	.00	Service Charge Due	e at Lease Termination		
Monthly Rental Include	s 1,500 Mile	es Per Month			
Miles in Excess Of 54,0	000 Will Be	Charged At <u>\$ 0.1000</u>	<u>)</u> Per Mile		
(Quote is Subject to Cu Notes Net Lease Quote to		•• /	EFM		
- End (Walkaway) Lease A	Agreement an	nd shall have all rights an	nd obligations of the Lessor under the M	nterprise Fleet Management) will be the l laster Closed - End (Walkaway) Lease A ld-End (Walkaway) Lease Agreement un	-
ALL TAX AND LICENSE	FEES TO BE	E BILLED TO LESSEE A	AS THEY OCCUR.		
		-	e vehicle on the terms set forth herein a e event Lessee fails or refuses to accep	nd in the Master Walkaway Lease Agree t delivery of the ordered vehicle.	ement and
LESSEE City of Ho	-	-			

BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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.

¹Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

²The 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.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	С	\$ 200.00
Pricing Plan Delivery Charge	С	\$ 100.00
Courtesy Delivery Fee	С	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 500.00
Other Charges Total		\$ 500.00

VEHICLE INFORMATION:

2023 Ford Explorer XLT 4dr 4x2 - US		
Series ID: K7D		
Pricing Summary:		
	INVOICE	MSRP
Base Vehicle	\$37,027	\$38,570.00
Total Options	\$3,524.00	\$3,750.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$42,046.00	\$43,815.00

SELECTED COLOR:

Exterior:	B3-(0 P) Atlas Blue Metallic
Interior:	S6-(0 I) Ebony w/ActiveX Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119.1" Wheelbase	STD	STD
202A	Equipment Group 202A	\$3,328.00	\$3,540.00
21F	Cargo Area Management System	\$155.00	\$165.00
425	50 State Emissions System	STD	STD
44T	Transmission: 10-Speed Automatic	Included	Included
52X	Auto Start-Stop Removal	\$-47.00	\$-50.00
99H	Engine: 2.3L EcoBoost I-4	Included	Included
B3_01	(0 P) Atlas Blue Metallic	NC	NC
CONECT	FordPass Connect	Included	Included
FHEAC	All-Weather 3rd Row FIr Liners w/Cap Chairs (DIO)	\$88.00	\$95.00
FOG	LED Fog Lamps	Included	Included
HEAT	1st Row Heated Seats	Included	Included
HEATW	Heated Steering Wheel	Included	Included
KEYPAD	SecuriCode Keyless Entry Keypad	Included	Included
PAINT	Monotone Paint Application	STD	STD
RMSTRT	Remote Start System	Included	Included
S	ActiveX Captain's Chairs	Included	Included
S6_02	(0 I) Ebony w/ActiveX Captain's Chairs	NC	NC
STDAX	3.58 Non-Limited-Slip Rear Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: P255/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" 5-Spoke Silver-Painted Aluminum	Included	Included
SYNC	SYNC 3 Communications & Entertainment System	Included	Included

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DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 Front Fog Lights: front fog lights Front Wipers: variable intermittent speed-sensitive wipers wipers Rear Window wiper: fixed interval rear window wiper with heating wiper park 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 Ignition Switch: ignition switch light Variable IP Lighting: variable instrument panel lighting Display Type: analog appearance Tachometer: tachometer Compass: compass Exterior Temp: outside-temperature display Low Tire Pressure Warning: tire specific low-tire-pressure warning Park Distance Control: Reverse Sensing System rear parking sensors Trip Computer: trip computer Trip Odometer: trip odometer Lane Departure Warning: lane departure Blind Spot Sensor: blind spot Front Pedestrian Braking: pedestrian detection Following Distance Indicator: following distance alert Forward Collision Alert: forward collision Water Temp Gauge: water temp. gauge Oil Level Gauge: oil level gauge 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 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 Bulb Failure Warning: bulb-failure warning Door Ajar Warning: door-ajar warning Trunk Ajar Warning: trunk-ajar warning Brake Fluid Warning: brake-fluid warning Transmission Fluid Temperature Warning: transmission-fluid-temperature warning Safety And Security: ABS four-wheel ABS brakes Number of ABS Channels: 4 ABS channels Brake Assistance: brake assist Brake Type: four-wheel disc brakes Vented Disc Brakes: front and rear ventilated disc brakes Daytime Running Lights: daytime running lights Spare Tire Type: compact spare tire Spare Tire Mount: spare tire mounted inside under cargo Driver Front Impact Airbag: driver and passenger front-impact airbags Driver Side Airbag: seat-mounted driver and passenger side-impact airbags Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag Knee Airbag: knee airbag Occupancy Sensor: front passenger airbag occupancy sensor Height Adjustable Seatbelts: height adjustable front seatbelts Seatbelt Pretensioners: front seatbelt pre-tensioners Side Impact Bars: side-impact bars

DocuSign Envelope ID: 66B716D5-3E5D-45C2-BAB4-79A264155E38 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: SecuriLock immobilizer Security System: security system Panic Alarm: panic alarm Electronic Stability: AdvanceTrac w/Roll Stability Control 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 3rd Row Headrests: 2 manual adjustable third row head restraints Seats And Trim: Seating Capacity max. seating capacity of 6 Front Bucket Seats: front bucket seats Front Heated Cushion: driver and passenger heated-cushions Front Heated Seatback: driver and passenger heated-seatbacks Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments Reclining Driver Seat: power reclining driver and passenger seats Driver Lumbar: power 2-way driver and passenger lumbar support Driver Height Adjustment: power height-adjustable driver and passenger seats Driver Fore/Aft: power driver and passenger fore/aft adjustment Driver Cushion Tilt: power driver and passenger cushion tilt Front Centre Armrest Storage: front centre armrest Rear Seat Type: rear manual reclining captain seat Rear Seat Fore/Aft: manual rear seat fore/aft adjustment Rear Folding Position: rear seat fold-forward seatback Rear Seat Mounted Armrests: rear seat mounted armrest 3rd Row Seat Type: fixed third row 50-50 bench seat 3rd Row Electric Control: fold into floor third row seat Leather Upholstery: ActiveX leatherette front and rear seat upholstery Door Trim Insert: leatherette door panel trim Headliner Material: full cloth headliner Floor Covering: full carpet floor covering Dashboard Console Insert, Door Panel Insert Combination: metal-look/piano black instrument panel insert, door panel insert, console insert LeatherSteeringWheel: leather/metal-look steering wheel Floor Mats: carpet front and rear floor mats Interior Accents: chrome/metal-look interior accents Cargo Space Trim: carpet cargo space Trunk Lid: plastic trunk lid/rear cargo door Cargo Mats: carpet and rubber cargo mat Cargo Tie Downs: cargo tie-downs Cargo Light: cargo light Concealed Cargo Storage: concealed cargo storage Cargo Net: cargo net Standard Engine: Engine 300-hp, 2.3-liter I-4 (premium) Standard Transmission: Transmission 10-speed automatic w/ OD