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DATE: November 1, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **MASTER LEASE AGREEMENT AND PURCHASE ORDER WITH ENTERPRISE FLEET MANAGEMENT, INC. FOR THE POLICE DEPARTMENT AND APPROVAL OF 21 ADDITIONS TO FLEET**

### **SYNOPSIS**

Staff recommends that the City Council approve a Master Lease Agreement with Enterprise Fleet Management, Inc. (EFM) for the leasing, purchasing, and sale of vehicles for the Police Department; approve a purchase order in an amount not to exceed \$2,200,000 per fiscal year; appropriate \$2,200,000 from the Fleet Fund to the Enterprise Fleet Management account; authorize the Financial Services Director, or designee, to execute the purchase order; and authorize the City Manager to execute the agreement.

### **BACKGROUND**

During each budget cycle, vehicles that will meet their planned service life in years and miles are budgeted for replacement. Before purchasing replacement vehicles, Fleet and the respective department determine if the vehicle type is still needed. If the vehicle type is deemed necessary for City operations, staff determines if there is a less expensive alternative and if the exact vehicle is required. Staff also determines if the retired vehicle has any remaining useful life to be reassigned, used as a pool vehicle, or auctioned off.

Since the COVID pandemic, there have been nationwide shortages in the supply chain for police vehicles, which has caused a severe strain on the City's police fleet. Due to this shortage, most police vehicles remain in service longer than expected. Fuel, repair, and maintenance costs continue to increase to keep these vehicles operating and have been putting a strain on the City's Fleet Services Division. Since February 2022, vehicle manufacturers have been unable to fulfill any orders, and none are expected until sometime in the 3rd quarter of 2024. Fleet has had to rely on canceled orders from other police departments and dealer overstock to acquire vehicles, generally at a higher cost. EFM is one of the largest vehicle purchasers in the country which allows them to work directly with manufacturers. As a result, EFM has the ability to fulfill orders sooner, at a lower cost, than the City of Oceanside.

Police Department staff has been working with EFM through the Sourcewell cooperative purchasing program to determine the viability of entering into a vehicle lease program. Sourcewell is a national program whose memberships include government and other

entities in several states, including California. This cooperative purchasing program enables member entities to purchase on an "as needed" basis from competitively awarded contracts with high-performing vendors. EFM has secured a contract with Sourcewell through a competitive process for fleet leasing and management services under Sourcewell Contract No. 030122.

The Police Department operates approximately 177 vehicles. These vehicles are used by Patrol Officers, Command Staff, Police Detectives, and other support staff and are vehicles the Police Department is requesting be managed by EFM. There are multiple benefits to EFM managing and procuring the Police Department's fleet. EFM monitors mileage, fuel, and maintenance costs and determines the best time to sell vehicles to receive the highest resale value, which can be used as equity in leasing newer and more efficient vehicles. Additionally, EFM will be responsible for registering, outfitting, selling, and ordering new vehicles, resulting in a significant reduction of administrative responsibilities of Fleet staff. This would allow Fleet staff to have more time to focus on vehicle repairs and managing the rest of the City's fleet.

## **ANALYSIS**

Out of the Police Department's 177 vehicles, 152 units would be managed by EFM, plus all addition to fleet (ATF) through the program's life. Any future ATF will require City Council approval. The 152 units are comprised of 94 marked vehicles and 58 unmarked vehicles.

The advantages of using a vehicle leasing program include but are not limited to, the following:

- Maximizes cashflow opportunities by creating an ongoing, consistent annual payment for fleet vehicles instead of funding the entire vehicle cost upfront.
- Lower replacement fee per vehicle, as the account will perform as a pool, resulting in savings to the City's General Fund.
- Increases employee safety by enabling the City to replace outdated vehicles sooner, consistent with vehicle replacement industry standards.
- Significantly reduces vehicle preventative maintenance and fuel/energy expenses by purchasing more fuel-efficient vehicles, including electric and hybrid vehicles as they become more prevalent.
- Monitoring the vehicle performance to find the optimal time to replace the vehicle to save on maintenance, repairs, and fuel consumption.
- EFM, on average, sells retired vehicles 18% higher than vehicles sold at auction for regular use vehicles. The money is returned to the fleet replacement fund, reducing the financial strain on leasing and outfitting new vehicles.

Fleet lease cycles for most vehicles are typically 60 months. Using this bid to establish a vehicle lease program with EFM will provide a consistent annual lease payment and substantially reduce preventative maintenance expenses and related downtime.

The proposed lease agreement for these vehicles would be an “Open-ended (Equity) Lease.” There are no mileage limits or penalties for buying out of the lease early. If vehicles are sold for less than the Book value then the City would pay the difference between the sales price and the Book value. As our patrol vehicles have the probability of damage due to upfitting and increased mileage there is a possibility that the book value may be less than the wholesale value that they are sold at and there may be additional fees. Staff recommends a 50% down payment on all vehicles, reducing annual installments and providing more vehicle equity and greater cash flow. EFM’s program is structured in a way that the City will ultimately own the vehicle at the end of the 60-month lease agreement, without paying an additional fee, or exchange the equity in the vehicle(s) for a new replacement in a new lease, likely at a lower cost due to equity transfer. EFM charges a \$500 service charge for vehicles already owned by the City when they sell the vehicles or a \$400 fee on vehicles originally leased by EFM. EFM also charges a management fee of 0.12%, based on the capitalized price of the vehicle, that is built into the lease payments. The Fleet Maintenance Division will maintain the vehicles as they do now.

*Repurposed Vehicles and Additions to Fleet (ATF)*

The Police Department’s operations have expanded, resulting in a shortage of vehicles within the Department and the need to use older model vehicles that have been repurposed and assigned to various units. Currently, there is a need to purchase six unmarked vehicles and 15 marked police vehicles to be able to meet operational requirements. Out of these 21 ATF vehicles, 12 units will replace repurposed (x-class) vehicles, which have not been collecting replacement funds as repurposed vehicles only collect maintenance and operation fees. The remaining nine units will be additions to fleet that are needed due to the creation of new units and assignments over the past several years that did not acquire these vehicles when the unit was created. All Additions to Fleet require approval from the City Council and have maintenance and replacement funds collected. The City has approved the purchase of five electric vehicles, which will be added as part of the replacement schedule.

ATFs to be purchased in FY 2023-24 will be assigned as follows:

- Six unmarked vehicles, all of these vehicles will replace existing repurposed vehicles:
  - Assistant Chief
  - Public Information Office
  - (Four) Police vehicle pool
- 15 marked police vehicles
  - (Six) Patrol (ATF)
  - Psychological Emergency Response Team (ATF)
  - Crime Suppression (ATF)
  - Homeless Outreach Team Sergeant (ATF)
  - (Two) K-9 units, these vehicles will replace the existing repurposed vehicles
  - DUI investigator, this vehicle will replace the existing repurposed vehicle
  - Patrol Supervisor, this vehicle will replace existing repurposed vehicle

- (Two) Traffic Unit, these vehicles will replace the existing repurposed vehicles

The Police Department’s fleet inventory will be analyzed annually, evaluating replacement needs due to vehicle failure, collisions, creation of new units, and other factors. EFM could also recommend the replacement of a vehicle based on market value, resulting in a financial gain for the EFM program. Additionally, the Police Department is projecting the following replacement/purchasing schedule, including the Addition to Fleet based on information currently available. The number of vehicles to be purchased could fluctuate depending on market trends and inventory availability.

<b>Fiscal Year</b>	<b>Unmarked Vehicles</b>	<b>Marked Vehicles</b>
FY 2023-24	23	25
FY 2024-25	10	14
FY 2025-26	14	13
FY 2026-27	9	15

Upon approval, the City’s Financial Services Department has set up a new Business Unit within the Replacement Fund to track the Enterprise Fleet Management program. Funds utilized for down payments and annual installments will be paid out of this account. Funds collected, via replacement, as well as resale of vehicles will be deposited into this account as well. One of the benefits of having an account serve as a pool for all Police vehicles is to lower the replacement fee per vehicle. In doing so, the Police Department estimates a net savings to the General Fund, per fiscal year, of approximately \$400,000 starting in FY 2024-25. Additionally, by having a newer fleet, the cost for fuel and maintenance will be significantly lower. The cost of the 21 ATF has already been accounted for in the analysis, resulting in zero fiscal impact to the City. Replacement Fees for all ATF have been accounted for in the analysis, and will be added to the FY 2024-25 budget.

In the event of a collision and vehicles are deemed total loss, the insurance payout for these vehicles will be transferred back into the EFM account to fund vehicle purchases.

As part of an agreement with Vista Unified School District (VUSD) for the School Resource Officer Program, the Oceanside Police Department currently collects \$36,654 annually from the District to fund future vehicle purchases. This vehicle will be assigned to the VUSD School Resource Officer. These funds would also be transferred to the EFM account and would be used to fund a future vehicle purchase through the EFM program.

Enterprise Fleet Management Financial Benefits Analysis:

	<b>Unmarked Vehicles</b>	<b>Marked Vehicles</b>
Replacement scheduled to be collected in FY 2023-24	\$377,496	\$1,229,831
Average Collected per vehicle in FY 2023-24	\$6,508.56	\$13,083
Proposed Replacement per vehicle in FY 2024-25	\$4,658	\$9,833
Savings per vehicle	\$1,851	\$3,251
<b>Estimated Savings per Year</b>	<b>\$107,361</b>	<b>\$305,576</b>

Enterprise Fleet Management Cash Flow Analysis (five years):

	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>
<b>Starting Balance</b>	\$4,050,183	\$3,722,598	\$3,472,560	\$2,930,065	\$2,080,535
<b>(-) Down payment/Installments</b>	\$2,020,814	\$1,560,858	\$1,889,741	\$2,190,403	\$1,265,782
<b>(-) Cost of computers</b>	\$112,500	\$66,150	\$62,595	\$77,625	\$0
<b>(+) Replacement</b>	\$1,607,327	\$1,282,883	\$1,341,375	\$1,366,925	\$1,386,088
<b>(+) Resale</b>	\$198,402	\$94,087	\$68,466	\$51,573	\$0
<b>Ending Balance</b>	<b>\$3,722,598</b>	<b>\$3,472,560</b>	<b>\$2,930,065</b>	<b>\$2,080,535</b>	<b>\$2,200,841</b>

**FISCAL IMPACT**

The Fleet Replacement Fund is funded through internal service charges. The total cost of this Agreement, plus the cost of computers, will be charged to the Enterprise Fleet Management account 620644831.5705. An appropriation of \$2,200,000 from the Assigned Fleet Enterprise Management 831.3020.0239 to the Enterprise Management Account 620644831.5705 will be needed. The Assigned Fleet Enterprise Management account 831.3020.0239 has a current balance of \$4,050,183; therefore, sufficient funds are available.

Replacement funds collected through the Internal Service Fund will be deposited into the Assigned Enterprise Fleet Management account 831.3020.0239.

Description	Amount	Request to Appropriate	Account Number	Funding Source Requested	Available Balance
Auto Equipment	\$2,200,000	\$2,200,000	620644831.5705 Enterprise Fleet Management	831.3020.0239 Assigned-Enterprise Management	\$4,050,183

The proposed replacement rate per vehicle, per category, and scheduled to be collected in subsequent years for all Police vehicles will be set at a flat rate, taking into account inflation, as follows:

Fiscal Year	Unmarked Vehicles	Marked Police Vehicles
FY 2024-25	\$4,658	\$9,833
FY 2025-26	\$4,725	\$9,975
FY 2026-27	\$4,815	\$10,165
FY 2027-28	\$4,883	\$10,308

The proposed replacement fee schedule was calculated considering known factors and factoring inflation rates; however, rates could increase based on dramatic changes to external factors such as but not limited to supply chain, vehicle pricing, vehicle outfitting costs. The Enterprise Fleet Management Agreement and Police vehicle replacement will be managed using account 620644831.

**INSURANCE REQUIREMENTS**

Does not apply.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form. Purchases will be made according to the procedures outlined in Chapter 28A of the City Code.

**RECOMMENDATION**

Staff recommends that the City Council approve a Master Lease Agreement with Enterprise Fleet Management, Inc. (EFM) for the leasing, purchasing, and sale of vehicles for the Police Department; approve a purchase order in an amount not to exceed \$2,200,000 per fiscal year; appropriate \$2,200,000 from the Fleet Fund to the Enterprise Fleet Management account; authorize the Financial Services Director, or designee, to execute the purchase order; and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:

  
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John McKean  
Police Captain

  
\_\_\_\_\_  
Jonathan Borrego  
City Manager

REVIEWED BY:

Rob O'Brien, Deputy City Manager  
Hamid Bahadori, Public Works Director  
Jill Moya, Financial Services Director  
Kedrick Sadler, Police Chief  
Jason Marshall, Acting Fleet Supervisor



ATTACHMENTS:

1. Exhibit A -- Master Lease Agreement (MLA)
2. Exhibit B – Consignment Auction Agreement
3. Exhibit C – Sourcewell Agreement
4. Exhibit D – Government Credit Application
5. Exhibit E – Agreement to Sell Customer’s Vehicles
6. Exhibit F – Self-Insurance to MLA
7. Exhibit G – Cash Flow Analysis
8. Exhibit H – Proposed Replacement Schedule
9. Exhibit I – Replacement Funds collected for OPD vehicles

**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this 25 day of October, 2023 by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

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

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

**3. RENT AND OTHER CHARGES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

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

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

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

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

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

**11. INSURANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

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

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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

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

LESSOR: Enterprise FM Trust	
By: Enterprise Fleet Management, Inc. its attorney in fact	
Signature: <u>C. Hagerthy</u>	
By: <u>Cassie Hagerthy</u>	
Title: <u>Personal Sales Manager</u>	
Address: <u>6330 Marindustry Drive</u>	
<u>Suite 210</u>	
<u>San Diego, CA 92121</u>	
Date Signed: <u>Oct. 25 2023</u>	

LESSEE: \_\_\_\_\_  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Please see attached Notary Certificate

Pranathi  
10/25/2023

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# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On October 25<sup>th</sup> 2023 before me, Pranathi Komandla, Notary Public  
(Here insert name and title of the officer)

personally appeared Cassandra J. Hagerty  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Pranathi  
 Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
Master Equity Lease Agreement  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 10/25/2023

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)
- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
  - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**CONSIGNMENT AUCTION AGREEMENT**

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Oceanside (hereinafter referred to as "CUSTOMER") on this 1 day of November, 2023 (hereinafter referred to as the "Execution Date").

**RECITALS**

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

**TERMS AND CONDITIONS**

- 1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400 ("Service Fee") plus towing at prevailing rates.
- 5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. **Time for Payment:**
  - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. **Liens, Judgments, Titles and Defects:** CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. **Odometer:** Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. **Compliance with Laws:** Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. **Insurance:** CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. **Liability Limit:** In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. **Attorney's Fees:** In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"  
DocuSigned by:  
Signature: Cassie Hagerty  
9093710B6F83408  
Printed Name: Cassie Hagerty  
Title: Regional Sales Manager  
Date Signed: October 25, 2023

"CUSTOMER"  
Signature: \_\_\_\_\_  
Printed Name: Jonathan Borrego  
Title: City Manager  
Date Signed: \_\_\_\_\_





**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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt 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 government-owned 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:

1. 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
2. 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.
2. *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.
3. *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

Enterprise Fleet Management, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Dain Giesie*  
EFC279C1DE8D465...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Dain Giesie

Title: Chief Procurement Officer

Title: Vice President

5/4/2022 | 9:11 AM CDT

5/4/2022 | 2:58 PM CDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

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## Vendor Details

Company Name: Enterprise Fleet Management, Inc.  
Does your company conduct business under any other name? If yes, please state: MO  
Address: 600 Corporate Park Dr.  
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

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## 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.
2	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
7	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
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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.	<p><b>Background and History</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>Founding Values</b></p> <p>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:</p> <p>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 hard...and we reward hard work.  Great things happen when we listen...to our customers and to each other.  We strengthen our communities, one neighborhood at a time.  Our doors are open.</p> <p><b>Business Philosophy</b></p> <p>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.</p>
11	What are your company's expectations in the event of an award?	<p>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.</p> <p>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.</p>
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 response.	<p>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.</p> <p>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.</p>
13	What is your US market share for the solutions that you are proposing?	<p>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.</p>

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	<p>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.</p> <p>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?</p> <p>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?</p>	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.	<ul style="list-style-type: none"> <li>o Alberta Corporate License number: 2116040300</li> <li>o Saskatchewan Corporate License number: 101184133</li> <li>o Manitoba Corporate License number: 6262881</li> <li>o GST number: 82540 4205 RT0001:</li> <li>o Saskatchewan PST number: 2476059</li> <li>o Manitoba PST number: 82540 4205 MC0001</li> </ul>
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 Sourcwell 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 *
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<p>26</p>	<p>Sales force.</p>	<p>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.</p> <p>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:</p> <p><b>Fleet Management Director</b></p> <ul style="list-style-type: none"> <li>• The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services.</li> </ul> <p><b>Fleet Strategy Manager</b></p> <ul style="list-style-type: none"> <li>• Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles</li> <li>• Works with wholesalers nationwide to sell vehicles in an average of 23 days</li> </ul> <p><b>Finance Manager</b></p> <ul style="list-style-type: none"> <li>• A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet.</li> </ul> <p><b>Account Executive</b></p> <ul style="list-style-type: none"> <li>• Designs, reviews and implements fleet management programs</li> <li>• Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs</li> </ul> <p><b>Area Sales Manager</b></p> <ul style="list-style-type: none"> <li>• Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed</li> </ul> <p><b>Client Strategy Manager</b></p> <ul style="list-style-type: none"> <li>• Implements fleet management programs specifically designed for Sourcewell</li> <li>• Reviews Sourcewell's Fleet Profile on a regular basis</li> <li>• Proactively forecasts vehicle replacement needs</li> <li>• Secondary point of contact for fleet related matters</li> </ul> <p><b>Account Fleet Coordinator</b></p> <ul style="list-style-type: none"> <li>• Primary contact for Sourcewell's fleet needs</li> <li>• Administers all day-to-day fleet-related matters</li> <li>• Works with Client Strategy Manager to provide turnkey fleet management</li> <li>• Works directly with Sourcewell's employees on fleet issues</li> </ul>
<p>27</p>	<p>Dealer network or other distribution methods.</p>	<p>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.</p> <p><b>Vehicle Delivery</b></p> <p>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.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> <li>• Acceptance of vehicle, including inspection for damage or missing equipment.</li> <li>• Filing of claims and making arrangements for any necessary repairs.</li> <li>• Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment.</li> <li>• Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle.</li> <li>• Application for Title and Registration with the state and installation of license plates or temporary tags.</li> </ul>



<p>28</p>	<p>Service force.</p>	<p><b>Call Center</b></p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>Supplier Network</b></p> <p>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.</p> <p>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.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>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.</p> <p>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.</p>

30	Describe in detail the process and procedure of your customer service 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.	<p>Service Quality index (SQi) is an industry leading metric that is core to Enterprise values.</p> <p>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.</p> <p>Customer Service Philosophy</p> <p>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.</p> <p>Founding Values</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Our brands are the most valuable things we own.</li> <li>• Personal honesty and integrity are the foundation of our success.</li> <li>• Customer service is our way of life.</li> <li>• Our company is a fun and friendly place, where teamwork rules.</li> <li>• We work hard...and we reward hard work.</li> <li>• Great things happen when we listen...to our customers and to each other.</li> <li>• We strengthen our communities, one neighborhood at a time.</li> <li>• Our doors are open.</li> </ul>
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: <ul style="list-style-type: none"> <li>• A marketing banner on the Sourcewell website announcing the partnership and details</li> <li>• Targeting the largest members first to maximize the impact</li> <li>• Local sales teams will meet regularly with current and potential members</li> <li>• Direct-mail campaign with customized fliers featuring program information</li> </ul>
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.

41	Describe any technological advances that your proposed products or services offer.	<p>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.</p> <p><b>Customer Website</b> – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> <li>• Customizable dashboards show graphs, data, and analysis that is most important to you</li> <li>• Reporting covering entire fleet, with drill-down capability to individual vehicles</li> <li>• Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc.</li> <li>• Life-to-date maintenance data and complete vehicle history for each vehicle</li> </ul> <p><b>Annual Client Review</b> – Identify and lower costs</p> <ul style="list-style-type: none"> <li>• Web-based solution for year-over-year fleet analysis led by local Enterprise team</li> <li>• Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc.</li> <li>• Document goals to develop the best possible fleet cycling plan and lower costs</li> </ul> <p><b>Fleet Planning Toolkit</b> – The right vehicles at the right cost</p> <ul style="list-style-type: none"> <li>• Vehicle selector allows Enterprise to compare up to six vehicles side-by-side</li> <li>• Integrate all costs for a total cost analysis</li> <li>• Determine the best time to replace your vehicles</li> </ul> <p><b>Auto Integrate</b> – Minimize downtime</p> <ul style="list-style-type: none"> <li>• Web-based repair and maintenance authorization platform to reduce downtime</li> <li>• Integration with most national account partners for faster approvals</li> <li>• Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues</li> <li>• Real-time maintenance updates</li> <li>• Access to more than 100 ASE-certified technicians employed by Enterprise</li> </ul> <p><b>Mobile App</b> – Convenience for drivers</p> <ul style="list-style-type: none"> <li>• Fuel station and maintenance shop locator</li> <li>• Click-to-call roadside assistance</li> <li>• Accident reporting (including photos)</li> <li>• Receive alerts</li> <li>• Enter and track mileage</li> <li>• View order status of purchased vehicles</li> <li>• View maintenance cards</li> <li>• Check-in and check-out for vehicles with multiple drivers</li> <li>• Edit incorrect mileage entries</li> </ul>
42	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.	<p>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:</p> <p><b>Vehicle Cycling/Fleet Optimization</b></p> <p>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.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>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.</p> <p><b>Carbon Reporting and Offsets</b></p> <p>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.</p> <p>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.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>

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

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.	<p>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.</p> <p>Good Faith Plan</p> <p>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.</p> <p>Small Business Enterprise (SBE) &amp; Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> <li>• Identify opportunities for SBE/MWBE certified vendors to provide goods and services.</li> <li>• 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.</li> <li>• 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</li> <li>• Negotiate in good faith with interested SBE/MWBE Certified Vendors</li> <li>• Join and support local and national minority, women, and small business organizations.</li> <li>• Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services.</li> <li>• Encourage drivers to utilize DBE &amp; MWBE vendors for maintenance and repair based on each company's needs.</li> <li>• 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.</li> </ul>
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?	<p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Sales force &amp; 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>

**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:  <b>Fuel Card</b> We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: <ul style="list-style-type: none"><li>• Convenience: Card accepted at more than 180,000 U.S. locations</li><li>• Security: Cards with driver identification issued to the driver assigned to the vehicle</li><li>• Control: Card program offers various controls to help manage your fleet's fueling expenses</li></ul> 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: <ul style="list-style-type: none"><li>• Review transaction activity</li><li>• Identify potentially abusive or fraudulent behavior</li><li>• Notify customers when such behavior occurs</li></ul> <b>GPS</b> 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 addressing the following needs: <ul style="list-style-type: none"><li>• Safety: Breakthrough accident detection, safer driving behavior, in-</li></ul>

		<p>vehicle driver coaching</p> <ul style="list-style-type: none"> <li>• Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs</li> <li>• Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring</li> <li>• Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health</li> <li>• Compliance: Accurate HOS and/or IFTA reporting</li> </ul> <p>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.</p> <p><b>Full Maintenance</b> 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.</p> <ul style="list-style-type: none"> <li>• Monthly cost is fixed for the term of the vehicle</li> <li>• Coverage is available up to 100,000 miles</li> <li>• Covers all routine services recommended by the manufacturer</li> <li>• Covers all unexpected repairs (not related to damage or neglect)</li> <li>• 24/7 roadside assistance and towing is included</li> <li>• Brakes, tires, and loaner vehicles can be included</li> <li>• Windshield repair, fueling service, and other miscellaneous items are available</li> <li>• Sourcwell can set up and send automatic service reminders through Enterprise's website</li> </ul> <p><b>Maintenance Management</b> 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 Sourcwell for a flat monthly fee.</p> <p>Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.</p>
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**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 Sourcwell is important to us. As a result, we plan to collect ESQi feedback from Sourcwell 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.)	<p>Our performance as Sourcwell'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:</p> <ul style="list-style-type: none"> <li>• Active management of vehicle lifecycle to minimize fuel and maintenance spend</li> <li>• Annual fuel and maintenance spend benchmarking to decrease total cost of ownership</li> <li>• Comparison of vehicle makes and models to provide better total cost of ownership</li> <li>• Increased equity gain at disposal through proactive fleet planning and forecasting</li> <li>• Continuing review of resale market to identify best disposal method and holding period</li> <li>• Comparison of Enterprise resale performance against industry standards</li> <li>• Management of Sourcwell incentive programs to reduce acquisition costs</li> <li>• Review of vehicle application to "right-size" makes and models that are best suited for Sourcwell needs</li> <li>• Review driver and administrator feedback to maximize driver satisfaction</li> </ul>



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> <li>• Direct debit – payments are withdrawn on the 20th of each month</li> <li>• One-time ACH – can be completed via phone or email</li> <li>• Check – can be mailed or overnighted to Enterprise</li> <li>• Wire/ACH push – can be set up through Enterprise's bank</li> </ul>
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>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.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles.</li> <li>• Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front.</li> <li>• 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.</li> </ul> <p><b>Open-Ended Lease</b>  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:</p> <ul style="list-style-type: none"> <li>• Improved cash flow</li> <li>• No mileage restrictions or wear-and-tear charges</li> <li>• Flexible financing options</li> <li>• Customized terms for use and type of vehicle</li> <li>• Retention of ownership rights</li> </ul> <p>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.</p> <p><b>Lease Terms</b>  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.</p>

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.	<p><b>Inclusive, Upfront Pricing</b> 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.</p> <p><b>Integrity and Transparency</b> 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.</p> <p><b>Flexible Options</b> Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the 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.</p> <p>We have uploaded our pricing materials as instructed.</p>
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.	<p>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 available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>

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	Type	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	Type	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	Type	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.	<p>Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries.</p> <p>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.</p>
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.)	<p>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.</p> <p>Deliveries to qualified members during the term of the contract is \$125.00 per new delivery.</p> <p>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.</p>

**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.	<p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> <li>• Total cost of ownership analysis and comparisons</li> <li>• Dedicated local account team assigned to each client to make ongoing cost saving recommendations</li> <li>• Company fleet policy consultation</li> <li>• Insurance consultation and programs</li> <li>• Customizable lease options and financing</li> <li>• Detailed driver analysis</li> <li>• Fleet selection and acquisition</li> <li>• Maintenance and fuel program management for both leased and client owned vehicles                             <ul style="list-style-type: none"> <li>• Four-year cost model development</li> </ul> </li> <li>• License, title and renewal services for both leased and client owned vehicles</li> <li>• Customizable website dashboard with near real-time data and reporting</li> <li>• Remarketing and resale for both leased and client owned vehicles</li> <li>• Driver Safety programs</li> </ul>
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>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.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> <li>• Fleet cost analysis</li> <li>• Company fleet policy constitution</li> <li>• Insurance consultation</li> <li>• Detailed driver analysis</li> <li>• Fleet selection</li> <li>• Maintenance and fuel program management</li> <li>• Customized fleet plan based on your specific needs</li> </ul> <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> <li>• Universal fuel card management</li> <li>• Personal-use reporting</li> <li>• Vehicle sharing technology</li> <li>• Maintenance services from ASE-certified technicians</li> <li>• Accident Management services from I-CAR certified professionals</li> <li>• Insurance coverage through our broker, Lockton</li> </ul>

**Table 148: Depth and Breadth 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.

Line Item	Category or Type	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	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input checked="" type="radio"/> Yes <input type="radio"/> 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.	<input checked="" type="radio"/> Yes <input type="radio"/> 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
- [Upload Additional Document](#) - 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.
5. 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.
8. 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: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. 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. 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	<input checked="" type="checkbox"/>	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1

Please complete all applicable items.

Company Name City of Oceanside Credit Applicant \_\_\_\_\_ Year Business Started \_\_\_\_\_  
 Street Address 300 N Coast Highway City Oceanside State CA Zip 92054  
 E-mail jmoya@oceansideca.org Phone # (760) 435-3887 Fax # \_\_\_\_\_  
 Government Entity Type:  State  County  City  Other: \_\_\_\_\_  
 Type of Business Local Government Duns Number 073370678  
 Parent Company or Affiliates(Name & Address): \_\_\_\_\_

PRIMARY CONTACT INFORMATION

Name Hamid Bahadori, Public Works Director E-mail HBahadori@oceansideca.org Phone # (760) 435-5114  
 Fleet Manager Address Jason Marshall, Fleet Supervisor 4927 Oceanside Blvd, Oceanside, CA 92056

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant?  Yes  No  
 Accountant Name Jill Moya, Finance Director Email Address jmoya@oceansideca.org Phone # (760) 435-3887

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes)  Audited  Opinioned  Internal  
 Published Annual Reports  Yes  No  
 Income Tax Returns (3 years)  Yes  No  
 Other Items Included: \_\_\_\_\_  
 Federal ID Number: 95-1688570  
 Fiscal Year End (Month): June

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
N/A				
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input checked="" type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

INSURANCE

Company \_\_\_\_\_ Agent \_\_\_\_\_ Policy # \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

## ACH AUTHORIZATION AGREEMENT

### LESSEE INFORMATION

Company Name \_\_\_\_\_ FEIN \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
Email Address \_\_\_\_\_

### BANK INFORMATION

Bank Name \_\_\_\_\_ Checking Account Only \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Bank Contact Name \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
ABA / Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Not Applicable

**\*\*PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE\*\***

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

[ARBilling@efleets.com](mailto:ARBilling@efleets.com)

### STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

**Jonathan Borrego, City Manager**

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed Jonathan Borrego (Title) for City of Oceanside (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity ) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

**Rob O'Brien**

Print Name

**Michael Gossman**

Print Name

**Hamid Bahadori**

Print Name

**Jill Moya**

Print Name

Print Name

Print Name

**Deputy City Manager**

Title

**Assistant City Manager**

Title

**Public Works Director**

Title

**Financial Services Director**

Title

Title

Title

Bond Rating: **AA** Rating Agency: **Average S&P/Moody Rating** Federal ID#: **95-1688570**

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

**Jonathan Borrego**

Print Name

**City Manager**

Title

**City of Oceanside**

Company Name

Signature

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

**AGREEMENT TO SELL CUSTOMER VEHICLES**

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Oceanside (hereinafter referred to as "CUSTOMER"), on the other hand on this 1 day of November, 2023 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. **Additional Documentation:** Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$500 or the maximum permitted by law ("Service Fee").
4. **Sales Process:** Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. **Time for Payment:**
  - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
  - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. **Indemnification and Hold Harmless:** Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. **Risk of Loss:** Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. **Liens, Judgments, Titles and Defects:** CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. **Odometer:** Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. **Compliance with Laws:** EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. **Insurance:** CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. **Liability Limit:** EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. **Attorney's Fees:** In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"  
DocuSigned by:  
Signature: Cassie Hagerty  
909371086F63408  
Printed Name: Cassie Hagerty  
Title: Regional Sales Manager  
Date Signed: October 25, 2023

"CUSTOMER"  
Signature: \_\_\_\_\_  
Printed Name: Jonathan Borrego  
Title: City Manager  
Date Signed: \_\_\_\_\_

Schedule 1

Enterprise Leasing Company of STL, LLC  
Enterprise Leasing Company of Georgia, LLC  
Enterprise Leasing Company of Florida, LLC  
Enterprise Leasing Company of KS LLC  
EAN Holdings, LLC  
Enterprise Leasing Company of Orlando, LLC  
Enterprise Leasing Company of Indianapolis, LLC  
Enterprise Rent-A-Car Company of Boston, LLC  
Enterprise Leasing Company of Denver, LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/ Richmond, LLC  
Enterprise Rent-A-Car Co of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
Enterprise RAC Company of Cincinnati, LLC  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC  
Enterprise Rent-A-Car Company of Rhode Island, LLC  
Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company- Southeast, LLC  
Enterprise Leasing Company- West, LLC  
Enterprise Leasing Company- South Central, LLC  
PENRAC, LLC  
Enterprise Rent-A-Car Company of KY, LLC  
Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC



**SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT  
(Physical Damage Only)**

This Addendum is made to the Master Equity Lease Agreement dated 1 day of November, 2023, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of Oceanside

By: Denise Gallegos  
Title: Risk Manager

Date Signed: \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**Fleet Replacement Account Balance Projection for OPD Vehicle Replacement Project  
Cash Flow Analysis - Down payment @ 50%**

	FY23-24	FY24-25	FY25-26
Starting Balance @ 7/1 of Unmarked vehicles	\$ 1,252,454.76		
Starting Balance @ 7/1 of Marked vehicles	\$ 2,797,729.28		
<b>Total Fund Balance @ 7/1 ALL OPD Fleet</b>	<b>\$ 4,050,184.04</b>	<b>\$ 3,722,598.47</b>	<b>\$ 3,472,561.00</b>
Unmarked Vehicles to be replaced	23	10	14
Marked Vehicles to be replaced/Added to Fleet	25	14	13
Term	60 months	60 months	60 month
<b>Payments:</b>			
Total Downpayment @ 50%	\$ 442,815.78		
Initial replacement annual installment in FY23-24 (23)	\$ 128,218.44		
Installments for vehicles purchased FY23-24 (23)		\$ 128,218.44	\$ 128,21
Down payment @ 50% FY24-25 (10)		\$ 201,192.39	
Installments for vehicles purchased FY24-25 (10)		\$ 58,255.77	\$ 58,25
Down payment @ 50% FY25-26 (14)			\$ 288,40
Installments for vehicles purchased FY25-26 (14)			\$ 85,22
Down payment @ 50% FY26-17 (9)			
Installments for vehicles purchased FY26-27 (9)			
<b>Total Downpayment @ 50%</b>	<b>\$ 1,125,000.00</b>		
Initial replacement annual installment in FY23-24 (25)	\$ 324,780.00		
Installments for vehicles purchased FY23-24 (25)		\$ 324,780.00	\$ 324,78
Down payment @ 50% FY24-25 (14)		\$ 658,350.00	
Installments for vehicles purchased FY24-25 (14)		\$ 190,061.26	\$ 190,06
Down payment @ 50% FY25-26 (13)			\$ 625,95
Installments for vehicles purchased FY25-26 (13)			\$ 188,83
Down payment @ 50% FY26-17 (15)			
Installments for vehicles purchased FY26-27 (15)			
<b>Cost of Computer for Marked Vehicles</b>	<b>\$ 112,500.00</b>	<b>\$ 66,150.00</b>	<b>\$ 62,55</b>

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**Fleet Replacement Account Balance Projection for OPD Vehicle Replacement Project  
Cash Flow Analysis - Down payment @ 50%**

		FY23-24	FY24-25	FY25-26
<b><i>Replacement:</i></b>				
UN-MARKED	Replacement captured in FY23-24 x 58 vehicles in budget	\$ 377,496.31		
	Estimated Replacement captured per fiscal year x 58 vehicles in budget		\$ 270,135.00	\$ 274,000.00
MARKED	Replacement captured in FY23-24 for all marked vehicles in budget	\$ 1,229,830.77		
	Estimated Replacement captured per fiscal year for 94 marked vehicles in budget		\$ 924,255.00	\$ 937,600.00
	Estimated Replacement in FY24-25 for the addition to fleet in FY23-24 (9)		\$ 88,492.50	\$ 89,700.00
	Estimated Replacement in FY25-26 for the addition to fleet in FY24-25 (4)			\$ 39,900.00
<b><i>Resale Value for sale of vehicles</i></b>				
UN-MARKED	FY23-24 resale (23)	\$ 135,901.57		
	FY24-25 resale (10)		\$ 59,087.64	
	FY25-26 resale (14)			\$ 35,900.00
	FY26-27 resale (9)			
MARKED	FY23-24 resale (25)	\$ 62,500.00		
	FY24-25 resale (14)		\$ 35,000.00	
	FY25-26 resale (13)			\$ 32,500.00
	FY26-27 resale (15)			
<b>Ending Fund Balance @ 6/30</b>		<b>\$ 3,722,598.47</b>	<b>\$ 3,472,560.75</b>	<b>\$ 2,930,000.00</b>



# POLICE

## Police - Unmarked Vehicles Projected Replacement Schedule

Projected Replacement/Addition (fiscal year)	Vehicle #	Vehicle Year	Vehicle Make/Model
PENDING	GPD443	2014	TOYOTA CAMRY
PENDING	GPD444	2014	NISSAN MAXIMA
FY2023-24	PD310	2013	FORD TAURUS
FY2023-24	PD335	2013	FORD FUSION
FY2023-24	PD339	2013	FORD FUSION
FY2023-24	PD416	2014	FORD FUSION
FY2023-24	PD417	2014	FORD FUSION
FY2023-24	PD418	2014	FORD FUSION
FY2023-24	PD420	2014	FORD FUSION
FY2023-24	PD421	2014	FORD FUSION
FY2023-24	PD422	2014	FORD FUSION
FY2023-24	PD423	2014	FORD FUSION
FY2023-24	PD424	2014	FORD FUSION
FY2023-24	PD425	2014	FORD FUSION
FY2023-24	PD426	2014	FORD FUSION
FY2023-24	PD427	2014	FORD FUSION
FY2023-24	PD428	2014	FORD FUSION
FY2023-24	PD441	2014	FORD EXPLORER
FY2023-24	PD501	2015	FORD TAURUS
FY2023-24	PD503	2015	FORD TAURUS
FY2023-24	PD506	2015	FORD TAURUS
FY2023-24	PD606	2016	NISSAN ALTIMA
FY2023-24	PD607	2016	HONDA ACCORD
FY2023-24	PD608	2016	CHEVROLET SILVERADO 1500
FY2023-24	PD845	2008	FORD EXPLORER
FY2024-25	PD154	2018	TOYOTA SIENNA
FY2024-25	PD226	2018	NISSAN ALTIMA
FY2024-25	PD232	2018	HONDA ACCORD
FY2024-25	PD743	2017	HYUNDAI SONATA
FY2024-25	PD744	2017	DODGE CHALLENGER
FY2024-25	PD801	2018	NISSAN MAXIMA
FY2024-25	PD802	2018	KIA SORENTO
FY2024-25	PD804	2018	TOYOTA CAMRY
FY2024-25	PD883	2018	FORD FUSION



**Police - Unmarked Vehicles Projected Replacement Schedule**

Projected Replacement/Addition (fiscal year)	Vehicle #	Vehicle Year	Vehicle Make/Model
FY2024-25	PD884	2018	FORD FUSION
FY2025-26	PD227	2019	FORD EDGE
FY2025-26	PD228	2019	HONDA ACCORD
FY2025-26	PD230	2019	JEEP GRAND CHEROKEE
FY2025-26	PD885	2019	FORD FUSION
FY2025-26	PD886	2019	FORD FUSION
FY2025-26	PD887	2019	FORD FUSION
FY2025-26	PD888	2019	FORD FUSION
FY2025-26	PD889	2019	FORD FUSION
FY2025-26	PD890	2019	FORD FUSION
FY2025-26	PD891	2019	FORD FUSION
FY2025-26	PD903	2019	FORD FUSION
FY2025-26	PD904	2019	JEEP GRAND CHEROKEE
FY2025-26	PD905	2019	RAM 1500 1/2 TON
FY2025-26	PD906	2019	CHEVROLET IMPALA
FY2026-27	PD008	2020	NISSAN ALTIMA
FY2026-27	PD150	2021	NISSAN ROUGE
FY2026-27	PD151	2021	TOYOTA CAMRY
FY2026-27	PD152	2022	NISSAN ALTIMA
FY2026-27	PD153	2021	DODGE DURANGO SUV
FY2026-27	PD155	2021	CHRYSLER PACIFICA
FY2026-27	PD156	2022	NISSAN MAXIMA
FY2026-27	PD229	2020	NISSAN ALTIMA
FY2026-27	PD231	2020	NISSAN MURANO

<b>Total Unmarked Vehicles</b>	<b>58</b>
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**Projected vehicle replacement summary**

FY2023-24	23
FY2024-25	10
FY2025-26	14
FY2026-27	9
PENDING	2
<b>TOTAL VEHICLES</b>	<b>58</b>



**Police - Marked Vehicles Projected Replacement Schedule**

Projected Replacement/Addition (fiscal year)	Vehicle #	Vehicle Year/ Make and Model
FY2023-24	PD610	2016 FORD Interceptor SUV
FY2023-24	PD611	2016 FORD Interceptor SUV
FY2023-24	PD613	2016 FORD Interceptor SUV
FY2023-24	PD333	2013 CHEVROLET CAPRICE
FY2023-24	PD871	2018 FORD Interceptor SUV
FY2023-24	PD872	2018 FORD Interceptor SUV
FY2023-24	PD873	2018 FORD Interceptor SUV
FY2023-24	PD874	2018 FORD Interceptor SUV
FY2023-24	PD875	2018 FORD Interceptor SUV
FY2023-24	PD876	2018 FORD Interceptor SUV
FY2023-24	PD877	2018 FORD Interceptor SUV
FY2023-24	PD878	2018 FORD Interceptor SUV
FY2023-24	PD879	2018 FORD Interceptor SUV
FY2023-24	PD880	2018 FORD Interceptor SUV
FY2023-24	PD881	2018 FORD Interceptor SUV
FY2023-24	PD882	2018 FORD Interceptor SUV
FY2023-24	ATF	TBD
FY2023-24	ATF	TBD
FY2023-24	ATF	TBD
FY2023-24	ATF	TBD
FY2023-24	ATF	TBD
FY2023-24	ATF	TBD
FY2023-24	ATF	TBD
FY2023-24	ATF	TBD
FY2023-24	ATF	TBD
FY2024-25	PD011	2020 FORD Interceptor SUV
FY2024-25	PD012	2020 FORD Interceptor SUV
FY2024-25	PD013	2020 FORD Interceptor SUV
FY2024-25	PD015	2020 FORD Interceptor SUV
FY2024-25	PD016	2020 FORD Interceptor SUV
FY2024-25	PD017	2020 FORD Interceptor SUV
FY2024-25	PD018	2020 FORD Interceptor SUV
FY2024-25	PD019	2020 FORD Interceptor SUV
FY2024-25	PD020	2020 FORD Interceptor SUV
FY2024-25	PD021	2020 FORD Interceptor SUV
FY2024-25	ATF	TBD



**Police - Marked Vehicles Projected Replacement Schedule**

Projected Replacement/Addition (fiscal year)	Vehicle #	Vehicle Year/ Make and Model
FY2024-25	ATF	TBD
FY2024-25	ATF	TBD
FY2024-25	ATF	TBD
FY2025-26	PD913	2019 FORD RESPONDER
FY2025-26	PD947	2019 FORD EXPEDITION SSV
FY2025-26	PD948	2019 FORD EXPEDITION SSV
FY2025-26	PD101	2021 FORD Interceptor SUV
FY2025-26	PD102	2021 FORD Interceptor SUV
FY2025-26	PD103	2021 FORD Interceptor SUV
FY2025-26	PD104	2021 FORD Interceptor SUV
FY2025-26	PD105	2021 FORD Interceptor SUV
FY2025-26	PD106	2021 FORD Interceptor SUV
FY2025-26	PD107	2021 FORD Interceptor SUV
FY2025-26	PD108	2021 FORD Interceptor SUV
FY2025-26	PD110	2021 FORD Interceptor SUV
FY2025-26	PD111	2021 FORD Interceptor SUV
FY2026-27	PD253	2022 FORD Escape
FY2026-27	PD254	2022 FORD Escape
FY2026-27	PD255	2022 FORD Escape
FY2026-27	PD256	2022 FORD Escape
FY2026-27	PD265	2022 FORD Escape
FY2026-27	PD266	2022 FORD Escape
FY2026-27	PD362	2023 FORD Bronco
FY2026-27	PD363	2023 FORD Bronco
FY2026-27	PD364	2023 FORD Bronco
FY2026-27	PD365	2023 FORD EXPLORER
FY2026-27	PD366	2023 FORD RANGER
FY2026-27	PDV1	2022 FORD Escape
FY2026-27	PDV2	2022 FORD Escape
FY2026-27	PDV3	2022 FORD Escape
FY2026-27	PDV4	2022 FORD Escape

<b>Total Unmarked Vehicles</b>	<b>67</b>
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**Police - Marked Vehicles Projected Replacement Schedule**

Projected Replacement/Addition (fiscal year)	Vehicle #	Vehicle Year/ Make and Model
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**Projected vehicle replacement summary**

FY2023-24	25
FY2024-25	14
FY2025-26	13
FY2026-27	15
PENDING	0
TOTAL VEHICLES	67





**Police Vehicle Inventory for Enterprise Fleet Management Program- 152 Vehicles  
Replacement Collected per Vehicle**

Vehicle #	Vehicle Year	Vehicle Make/Model	UNMARKED VEHICLES			MARKED VEHICLES		
			Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24	Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24
GPD443	2014	TOYOTA CAMRY	-	-	-	-	-	-
GPD444	2014	NISSAN MAXIMA	-	-	-	-	-	-
PD008	2020	NISSAN ALTIMA	4,714.72	6,832.59	11,547.31	-	-	-
PD150	2021	NISSAN ROGUE	7,761.52	9,946.11	17,707.63	-	-	-
PD151	2021	TOYOTA CAMRY	7,095.03	9,053.12	16,148.15	-	-	-
PD152	2022	NISSAN ALTIMA	9,039.73	9,085.56	18,125.29	-	-	-
PD153	2021	DODGE DURANGO SUV	7,484.12	11,024.88	18,509.00	-	-	-
PD154	2018	TOYOTA SIENNA	8,336.51	10,735.45	19,071.96	-	-	-
PD155	2021	CHRYSLER PACIFICA	10,098.22	13,695.28	23,793.50	-	-	-
PD156	2022	NISSAN MAXIMA	9,673.61	11,451.87	21,125.48	-	-	-
PD226	2018	NISSAN ALTIMA	8,646.75	8,447.86	17,094.61	-	-	-
PD227	2019	FORD EDGE	7,586.32	11,481.68	19,068.00	-	-	-
PD228	2019	HONDA ACCORD	7,175.58	12,209.01	19,384.59	-	-	-
PD229	2020	NISSAN ALTIMA	8,779.12	10,945.59	19,724.71	-	-	-
PD230	2019	JEEP GRAND CHEROKEE	8,779.12	10,423.40	19,202.52	-	-	-
PD231	2020	NISSAN MURANO	8,646.75	11,991.56	20,638.31	-	-	-
PD232	2018	HONDA ACCORD	8,249.15	11,401.04	19,650.19	-	-	-
PD310	2013	FORD TAURUS	-	-	-	-	-	-
PD335	2013	FORD FUSION	-	-	-	-	-	-
PD339	2013	FORD FUSION	-	-	-	-	-	-
PD416	2014	FORD FUSION	35,788.98	2,850.55	38,639.53	-	-	-
PD417	2014	FORD FUSION	35,769.44	2,850.55	38,619.99	-	-	-
PD418	2014	FORD FUSION	35,779.16	2,850.55	38,629.70	-	-	-
PD420	2014	FORD FUSION	-	-	-	-	-	-
PD421	2014	FORD FUSION	35,785.96	2,850.55	38,636.51	-	-	-
PD422	2014	FORD FUSION	35,810.49	2,850.55	38,661.04	-	-	-
PD423	2014	FORD FUSION	35,776.97	2,850.55	38,627.52	-	-	-
PD424	2014	FORD FUSION	35,780.00	2,850.55	38,630.55	-	-	-
PD425	2014	FORD FUSION	34,022.68	3,952.87	37,975.55	-	-	-
PD426	2014	FORD FUSION	35,934.17	2,850.55	38,784.72	-	-	-
PD427	2014	FORD FUSION	35,946.63	2,850.55	38,797.18	-	-	-
PD428	2014	FORD FUSION	35,893.33	2,850.55	38,743.88	-	-	-
PD441	2014	FORD EXPLORER	-	-	-	-	-	-
PD501	2015	FORD TAURUS	43,650.89	3,614.09	47,264.98	-	-	-
PD503	2015	FORD TAURUS	43,485.02	-	43,485.02	-	-	-
PD506	2015	FORD TAURUS	43,358.73	3,589.90	46,948.63	-	-	-
PD606	2016	NISSAN ALTIMA	27,849.37	2,052.93	29,902.29	-	-	-



**Police Vehicle Inventory for Enterprise Fleet Management Program- 152 Vehicles  
Replacement Collected per Vehicle**

Vehicle #	Vehicle Year	Vehicle Make/Model	UNMARKED VEHICLES			MARKED VEHICLES			
			Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24	Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24	
PD607	2016	HONDA ACCORD	27,013.70	2,052.93	29,066.63			-	
PD608	2016	CHEVROLET SILVERADO 1500	53,416.82	4,052.24	57,469.06			-	
PD743	2017	HYUNDAI SONATA	29,911.97	2,348.63	32,260.59			-	
PD744	2017	DODGE CHALLENGER	34,535.03	2,711.62	37,246.65			-	
PD801	2018	NISSAN MAXIMA	26,303.30	15,090.25	41,393.55			-	
PD802	2018	KIA SORENTO	23,334.13	13,386.84	36,720.97			-	
PD804	2018	TOYOTA CAMRY	33,628.37	3,031.20	36,659.57			-	
PD845	2008	FORD EXPLORER	58,712.18	4,609.96	63,322.14			-	
PD883	2018	FORD FUSION	20,300.28	2,665.15	22,965.43			-	
PD884	2018	FORD FUSION	20,300.28	8,180.51	28,480.79			-	
PD885	2019	FORD FUSION	20,300.28	8,180.51	28,480.79			-	
PD886	2019	FORD FUSION	20,300.28	8,180.51	28,480.79			-	
PD887	2019	FORD FUSION	20,300.28	8,180.51	28,480.79			-	
PD888	2019	FORD FUSION	20,300.28	8,180.51	28,480.79			-	
PD889	2019	FORD FUSION	20,300.28	8,180.51	28,480.79			-	
PD890	2019	FORD FUSION	20,300.28	8,180.51	28,480.79			-	
PD891	2019	FORD FUSION	20,300.28	8,180.51	28,480.79			-	
PD903	2019	FORD FUSION	15,796.83	7,504.59	23,301.42			-	
PD904	2019	JEEP GRAND CHEROKEE	35,816.96	20,548.26	56,365.22			-	
PD905	2019	RAM 1500 1/2 TON	32,160.09	18,450.31	50,610.40			-	
PD906	2019	CHEVROLET IMPALA	26,424.78	15,159.95	41,584.73			-	
PD010	2019	2019 FORD Transit Van			-	13,746.16	19,446.13	33,192.29	
PD262	2022	2022 FORD F150			-	13,153.32	37,385.09	50,538.41	This vehicle collected repla another for PD 262; the co
PD263	2022	2022 FORD F150			-	13,153.32	37,385.09	50,538.41	This vehicle collected repla another for PD 263; the co
PD264	2022	2022 FORD F150			-	18,709.20	18,268.13	36,977.33	
PD524	2016	2016 FORD Transit Van			-	68,341.45	27,067.31	95,408.76	
PD741	2017	2017 FORD Transit 1 Ton			-	42,048.05	16,332.16	58,380.21	
PD742	2017	2017 FORD Transit Van			-	30,306.85	11,495.27	41,802.12	
PD755/ # TBD	2017	2017 FORD Interceptor SUV			-	78,178.04	6,164.24	84,342.28	Replacement of vehicle 75
PD756/ # TBD	2017	2017 FORD Interceptor SUV			-	78,178.04	6,164.24	84,342.28	Replacement of vehicle 75
PD910	2019	2019 FORD F350			-	25,363.57	20,820.63	46,184.20	
PD913	2019	2019 FORD RESPONDER			-	51,537.39	23,832.25	75,369.64	
PD947	2019	2019 FORD EXPEDITION SSV			-	52,974.07	27,079.41	80,053.48	
PD948	2019	2019 FORD EXPEDITION SSV			-	52,974.07	27,079.41	80,053.48	
PD368	2013	2013 FORD F150			-	48,731.68	4,083.01	52,814.70	



EXHIBIT I

Police Vehicle Inventory for Enterprise Fleet Management Program- 152 Vehicles  
Replacement Collected per Vehicle

Vehicle #	Vehicle Year	Vehicle Make/Model	UNMARKED VEHICLES			MARKED VEHICLES			
			Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24	Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24	
PD806	1998	1998 FORD F250			-	33,530.00	-	33,530.00	
PD809/PD370	2008/2023	2008 CHEVROLET Uplander/Van			-	-	10,081.04	10,081.04	Vehicle 809 was replaced w sheet shows PD 809 and co
PD914	2019	2019 FORD Transit 250			-	25,655.12	10,283.80	35,938.92	
PD011	2020	2020 FORD Interceptor SUV			-	38,140.74	27,290.36	65,431.10	
PD012	2020	2020 FORD Interceptor SUV			-	38,140.74	27,290.36	65,431.10	
PD013	2020	2020 FORD Interceptor SUV			-	55,591.15	25,507.84	81,098.99	
PD015	2020	2020 FORD Interceptor SUV			-	21,114.18	14,848.90	35,963.08	
PD016	2020	2020 FORD Interceptor SUV			-	21,114.18	14,848.90	35,963.08	
PD017	2020	2020 FORD Interceptor SUV			-	21,114.18	14,848.90	35,963.08	
PD018	2020	2020 FORD Interceptor SUV			-	21,114.18	14,848.90	35,963.08	
PD019	2020	2020 FORD Interceptor SUV			-	21,114.18	14,848.90	35,963.08	
PD020	2020	2020 FORD Interceptor SUV			-	21,114.18	14,848.90	35,963.08	
PD021	2020	2020 FORD Interceptor SUV			-	21,114.18	14,848.90	35,963.08	
PD101	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD102	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD103	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD104	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD105	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD106	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD107	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD108	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD110	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD111	2021	2021 FORD Interceptor SUV			-	17,531.97	15,847.70	33,379.66	
PD253	2022	2022 FORD Escape			-	-	6,164.24	6,164.24	Vehicle 253 replaced vehicl replacement of 757
PD254	2022	2022 FORD Escape			-	-	6,164.24	6,164.24	Vehicle 254 replaced vehicl replacement of 758
PD255	2022	2022 FORD Escape			-	-	6,164.24	6,164.24	Vehicle 255 replaced vehicl replacement of 759
PD256	2022	2022 FORD Escape			-	-	6,164.24	6,164.24	Vehicle 256 replaced vehicl replacement of 760
PD265	2022	2022 FORD Escape			-	-	-	-	Vehicle will start collecting
PD266	2022	2022 FORD Escape			-	-	-	-	Vehicle will start collecting
PD333	2013	2013 CHEVROLET CAPRICE			-	-	-	-	
PD362	2023	2023 FORD Bronco			-	-	6,164.24	6,164.24	Vehicle 362 replaced vehicl replacement of 761



**Police Vehicle Inventory for Enterprise Fleet Management Program- 152 Vehicles  
Replacement Collected per Vehicle**

Vehicle #	Vehicle Year	Vehicle Make/Model	UNMARKED VEHICLES			MARKED VEHICLES			
			Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24	Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24	
PD363	2023	2023 FORD Bronco			-	-	6,164.24	6,164.24	Vehicle 363 replaced vehicl
PD364	2023	2023 FORD Bronco			-	-	6,164.24	6,164.24	replacement of 762 Vehicle 364 replaced vehicl
PD365	2023	2023 FORD EXPLORER			-	-	6,164.24	6,164.24	replacement of 763 Vehicle 365 replaced vehicl
PD366	2023	2023 FORD RANGER			-	-	6,164.24	6,164.24	replacement of 764 Vehicle 366 replaced vehicl
PD523	2015	2015 FORD Interceptor SUV			-	52,044.75	-	52,044.75	replacement of 765
PD600	2016	2016 FORD F550			-	-	-	-	
PD605	2016	2016 FORD E450			-	141,090.95	54,095.00	195,185.95	
PD610	2016	2016 FORD Interceptor SUV			-	-	-	-	
PD611	2016	2016 FORD Interceptor SUV			-	-	-	-	
PD612/367	2016/ 2023	2016 FORD Interceptor SUV/ Truck			-	-	-	-	Vehicle 612 was replaced w
PD613	2016	2016 FORD Interceptor SUV			-	-	-	-	
PD621/371	2016/2023	2016 FORD Interceptor SUV			-	-	6,229.10	6,229.10	Vehicle 621 was replaced w
PD622/372	2016/2023	2016 FORD Interceptor SUV			-	-	6,229.10	6,229.10	Vehicle 622 was replaced w
PD623/373	2016/2023	2016 FORD Interceptor SUV			-	-	6,229.10	6,229.10	Vehicle 623 was replaced w
PD726/ 313	2017	2017 FORD Interceptor SUV			-	19,167.15	25,522.07	44,689.21	Vehicle was approved to be number has been assigned current FY.
PD727/ 314	2017	2017 FORD Interceptor SUV			-	19,167.15	25,522.07	44,689.21	Vehicle was approved to be
PD728/ 315	2017	2017 FORD Interceptor SUV			-	19,167.15	25,522.07	44,689.21	Vehicle was approved to be
PD729/ 316	2017	2017 FORD Interceptor SUV			-	19,167.15	25,522.07	44,689.21	Vehicle was approved to be
PD731/ 317	2017	2017 FORD Interceptor SUV			-	17,950.50	25,826.23	43,776.73	Vehicle was approved to be
PD732/ 318	2017	2017 FORD Interceptor SUV			-	17,950.50	25,826.23	43,776.73	Vehicle was approved to be
PD733/ 319	2017	2017 FORD Interceptor SUV			-	17,950.50	25,826.23	43,776.73	Vehicle was approved to be
PD734/ 320	2017	2018 FORD Interceptor SUV			-	17,950.50	25,826.23	43,776.73	Vehicle was approved to be
PD735/ 321	2017	2019 FORD Interceptor SUV			-	17,950.50	25,826.23	43,776.73	Vehicle was approved to be



**Police Vehicle Inventory for Enterprise Fleet Management Program- 152 Vehicles  
Replacement Collected per Vehicle**

Vehicle #	Vehicle Year	Vehicle Make/Model	UNMARKED VEHICLES			MARKED VEHICLES			
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PD736/ 322	2017	2020 FORD Interceptor SUV				17,950.50	25,826.23	43,776.73	Vehicle was approved to be
PD737/ 323	2017	2021 FORD Interceptor SUV				17,950.50	25,826.23	43,776.73	Vehicle was approved to be
PD738/ 324	2017	2017 FORD Interceptor SUV			-	17,950.50	25,826.23	43,776.73	Vehicle was approved to be
PD739/ 325	2017	2017 FORD Interceptor SUV			-	17,950.50	25,826.23	43,776.73	Vehicle was approved to be
PD758	2017	2017 FORD Interceptor SUV			-				These vehicles are still in operational, these vehicles being considered in the replacement to be repurposed (X-cl
PD759	2017	2017 FORD Interceptor SUV			-				
PD760	2017	2017 FORD Interceptor SUV			-				
PD762	2017	2017 FORD Interceptor SUV			-				
PD763	2017	2017 FORD Interceptor SUV			-				
PD764	2017	2017 FORD Interceptor SUV			-				
PD765	2017	2017 FORD Interceptor SUV			-				
PD766	2017	2017 FORD Interceptor SUV			-	78,178.04	6,164.24	84,342.28	Replacement of vehicle 766
PD767	2017	2017 FORD Interceptor SUV			-	78,178.04	6,164.24	84,342.28	Replacement of vehicle 767
PD862	2008	2008 FORD E350			-	66,029.41	-	66,029.41	
PD871	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD872	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD873	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD874	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD875	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD876	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD877	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD878	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD879	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD880	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD881	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD882	2018	2018 FORD Interceptor SUV			-	74,758.04	6,104.51	80,862.55	
PD014	2020	FORD Interceptor			-	53,026.61	14,036.19	67,062.80	These vehicles were total never replaced; insurance to fur
PD109	2021	FORD Interceptor			-	17,531.97	15,847.70	33,379.66	
PD870	2018	FORD Interceptor			-	74,758.04	6,104.51	80,862.55	
PDV1	2022	2022 FORD Escape			-	-	-	-	



**Police Vehicle Inventory for Enterprise Fleet Management Program- 152 Vehicles  
Replacement Collected per Vehicle**

Vehicle #	Vehicle Year	Vehicle Make/Model	UNMARKED VEHICLES			MARKED VEHICLES		
			Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24	Replacement Funds Collected thru 6/30/23 (Beginning Balance)	Replacement Funds budgeted for collection in FY23-24	Total Funds Collected/ Available @ 06/30/24
PDV2	2022	2022 FORD Escape			-	-	-	-
PDV3	2022	2022 FORD Escape			-	-	-	-
PDV4	2022	2022 FORD Escape			-	-	-	-
<b>Total Funds Collected</b>			<b>\$ 1,252,454.76</b>	<b>\$ 377,496.30</b>	<b>\$ 1,629,951.06</b>	<b>\$ 2,797,729.28</b>	<b>\$ 1,229,830.77</b>	<b>\$ 4,027,560.05</b>

Total Replacement Collected @ 6/30/23 \$ 4,050,184.04  
 Total Replacement Collected in FY23-24 \$ 1,607,327.08  
 Total Funds collected thru 06/30/24 \$ 5,657,511.12

<b>Total Unmarked Vehicles</b>	<b>58</b>
<b>Total Marked Vehicles</b>	<b>94</b>
<b>TOTAL CURRENT OPD FLEET TO JOIN EFM PROGRAM</b>	<b>152</b>

Financial Benefits Analysis			
	<u>Unmarked</u>	<u>Marked</u>	
Amount to be collected in FY23-24	\$ 377,496.30	\$ 1,229,830.77	
avg p/vehicle	\$ 6,508.56	\$ 13,083.31	
proposed replacement per vehicle in FY24-25	\$ 4,657.50	\$ 9,832.50	
savings per vehicle	\$ 1,851.06	\$ 3,250.81	
savings per year	\$ 107,361.30	\$ 305,575.77	

Proposed Replacement Fee per Unit:		
	<u>Unmarked</u>	<u>Marked</u>
FY24-25- 3.5%	4,657.50	9,832.50
FY25-26- 5%	4,725.00	9,975.00
FY26-27- 7%	4,815.00	10,165.00
FY27-28- 8.5%	4,882.50	10,307.50
FY28-29- 9.5%	4,927.50	10,402.50