

CONFIGURED FEATURES:**Body Exterior Features:**

Number Of Doors 3
Rear Cargo Door Type: split swing-out
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers
Front License Plate Bracket: front license plate bracket
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning manual air conditioning
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: yes remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Steering Wheel: steering wheel with manual tilting, manual telescoping
Emergency SOS: 911 Assist emergency communication system
Front Cupholder: front cupholder
Floor Console: partial floor console with box
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: Ford Connect 5G internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type reflector halogen headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights
Front Wipers: variable intermittent rain detecting wipers wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: low-tire-pressure warning
Park Distance Control: front and rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure

Front Pedestrian Braking: front pedestrian detection
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: digital clock
 Systems Monitor: driver information centre
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Ignition Disable: SecuriLock immobilizer
 Security System: security system
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: Ford Co-Pilot360 w/Side Wind Stabilization electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 2
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Leather Upholstery: vinyl front seat upholstery
 Headliner Material: front cloth headliner
 Floor Covering: front vinyl/rubber floor covering
 Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
 Shift Knob Trim: urethane shift knob
 Cargo Light: cargo light

Standard Engine:

Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: District School Board of Clay County
Dowell, Chris

Date 07/14/2026
AE/AM SO4/AJM

Unit #

Year 2027 **Make** Ford **Model** Transit-350 Cargo
Series Base Rear-Wheel Drive Low Roof Van 148 in. WB

Quantity x10

Vehicle Order Type Ordered **Term** 60 **State** FL **Customer#** 615482

\$ 48,080.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Certain Other Charges <u>0.0000%</u> State <u>FL</u>
\$ 450.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 360.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$ 0.00	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color Oxford White
Interior Color Dark Palazzo Gray w/Vinyl Front Bucket Seats
Lic. Plate Type Unknown
GVWR 0

\$ 48,440.00	Total Capitalized Amount (Delivered Price)
\$ 726.60	Depreciation Reserve @ <u>1.5000%</u>
\$ 228.06	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
, Including Management Fee of	\$ 52.44

\$ 954.66 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 53.00	Full Maintenance Program ³ Contract Miles <u>50,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.0500 Per Mile

Tires 0

Loaner Vehicle Not Included

\$ 53.00 Additional Services SubTotal

\$ 0.00	Tax <u>0.0000%</u> State <u>FL</u>
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\$ 1,007.66 Total Monthly Rental Including Additional Services

\$ 4,844.00	Reduced Book Value at <u>60</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 10,000

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

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE District School Board of Clay County
BY 

TITLE

Board Chair

DATE

8-6-26

INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended or the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 360.00
Other Charges Total		\$ 360.00

VEHICLE INFORMATION:

2027 Ford Transit-350 Cargo Base Rear-Wheel Drive Low Roof Van 148 in. WB - US
Series ID: W1Y

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,685.00	\$52,300.00
Total Options	\$0.00	\$0.00
Destination Charge	\$2,395.00	\$2,395.00
Total Price	\$52,080.00	\$54,695.00

SELECTED COLOR:

Exterior: YZ-Oxford White
Interior: VK-Dark Palazzo Gray w/Vinyl Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Order Code 101A	NC	NC
148WB	148" Wheelbase	STD	STD
21G	Dark Palazzo Gray Vinyl Bucket Seats	Included	Included
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	Included	Included
998	Engine: 3.5L PFDi V6	Included	Included
FCP	Ford Connectivity Package (1-Year Included)	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 9,500 Lb	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 235/65R16C 121/119 R as BSW	Included	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included	Included
SYNC	SYNC	Included	Included
V	Vinyl Front Bucket Seats	Included	Included
VK_01	Dark Palazzo Gray w/Vinyl Front Bucket Seats	NC	NC
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X73	3.73 Axle Ratio	Included	Included
YZ_01	Oxford White	NC	NC

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 Cargo Light: cargo light

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Engine 275-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

SERVICE AGREEMENT

This Service Agreement is entered into as of the 25th day of June, 2026, by and between Enterprise Fleet Management, Inc., (EFM, Contractor), a Missouri corporation, and District School Board of Clay County (Company, SBCC).

Additionally, the Parties acknowledge that Company and Enterprise FM Trust, a Delaware statutory trust, are parties to that certain Master Equity Lease Agreement dated June 25th, 2026.

Additionally, the Parties acknowledge that Company and Enterprise Fleet Management, Inc., a Missouri corporation, are parties to that certain Maintenance Agreement dated June 25th, 2026.

Additionally, the Parties acknowledge that Company and Enterprise Fleet Management, Inc., a Missouri corporation, are parties to that certain Maintenance Management and Fleet Rental Agreement dated June 25th, 2026.

Additionally, the Parties acknowledge that Company and Enterprise Fleet Management, Inc., a Missouri corporation, are parties to that certain Consignment Auction Agreement dated June 25th, 2026.

WITNESSETH:

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and District School Board of Clay County.

SCOPE OF SERVICE: WHEREAS, EFM is willing to honor the terms, conditions, and pricing of the Sourcewell Agreement to provide fleet management services for the Company.

1.1 Recitals. The above recitals are true and correct and incorporated in this Adoption and Amendment.

1.2 Contract Documents. This Services Agreement shall consist of the following documents ("Contract Documents"):

- A. Sourcewell Agreement
- B. Master Equity Lease Agreement Government
- C. Full Maintenance Agreement
- D. Maintenance Management and Fleet Rental Agreement
- E. Consignment Auction Agreement
- F. Amendment to Master Equity Lease Agreement
- G. Authorized Signer

Attachments A through Attachment G are attached hereto and incorporated herein by reference as material elements of this Services Agreement. In the event there are any conflicting terms and

conditions between the documents that constitute the entirety of the Services Agreement, the terms and conditions of the Master Equity Lease Agreement and Addendum shall control.

1.3 Scope of Service: This pricing and services under this contract are in accordance with the contract between Enterprise Fleet Management and Sourcewell for Fleet Management Services Request for Proposal # 112025-EFM.

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify District School Board of Clay County from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which District School Board of Clay County may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between District School Board of Clay County and Enterprise FM Trust dated as of the date hereof, 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, in each case, while the Vehicle was in possession of the Servicer.

PUBLIC RECORDS: This Amendment shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. EFM understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, EFM agrees to:

- a. Keep and maintain public records required by the COMPANY in order to perform the Services.
- b. Upon request from COMPANY's custodian of public records, provide COMPANY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Lessor does not transfer the records to COMPANY.
- d. Upon completion of the Agreement, transfer, at no cost, to COMPANY all public records in possession of Lessor or keep and maintain public records required by COMPANY to perform the Service. If Lessor transfers all public records to COMPANY upon completion of the Agreement, Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessor keeps and maintains public records upon completion of the Agreement, Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COMPANY, upon request of COMPANY's custodian of public records, in a format that is compatible with the information technology systems of COMPANY.

IF EFM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, EFM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043 OR AT 904-336-6500 OR AT: PRR@myoneclay.net

Failure to comply with this subsection will be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

1.7 Application to School Board: EFM shall provide any notices to the Company as required under the Agreement to the following locations:

School District of Clay County
900 Walnut Street
Green Cove Springs, FL 32043

E-Verify.

A. Pursuant to Section 448.095, Florida Statutes, EFM shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, within fifteen (15) days of request, provide evidence of compliance with this provision.

B. Subcontractors.

(i) EFM shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide EFM with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.

(iii) EFM shall provide a copy of such affidavit to the Company upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement, and Company may choose to terminate the Agreement at its sole discretion.

Scrutinized Companies – Section 287.135, Fla. Stat.

Pursuant to Section 287.135, Florida Statutes, contracting with any entity that is listed on the Scrutinized Companies or Other Entities that Boycott Israel List or other or that is engaged in the boycott of Israel, that is listed on the Scrutinized Companies with Activities in Sudan List, that is listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations in Cuba or Syria (collectively the "Scrutinized Companies' Lists") is prohibited. EFM shall certify that the County is not on any of the Scrutinized Companies' Lists. If this Agreement is for One Million Dollars (\$1,000,000) or more, it may be terminated at the County's option if it is discovered that the EFM submitted false documents of certification or is listed on any of the Scrutinized Companies' Lists. If this Agreement is less than One Million Dollars (\$1,000,000), this Agreement may also be terminated at the County's option if the County is listed on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in the boycott of Israel. By entering into this Agreement, EFM is certifying that they are not on any of the Scrutinized Companies' Lists and are not participating in a boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to EFM of the County's determination concerning the false certification. EFM shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If EFM does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies.

Anti-Human Trafficking – Section 787.06, Fla. Stat.

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of EFM must attest under the penalty of perjury that EFM does not use coercion for labor or services as defined in Section

FLEET MANAGEMENT

787.06, Florida Statutes. The required affidavit is attached hereto as Appendix Band incorporated herein by reference.

IN WITNESS WHEREOF, the parties have made and executed this Service Agreement on the respective dates under each signature: the District School Board of Clay County, signing by and through its Chairman, duly authorized to execute same by Board action and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

ENTERPRISE FLEET MANAGEMENT, INC.

Signed by:

By: Daniel Lanoue
EC79300FEBDE474...

Printed Name: Daniel Lanoue

Title: Finance Manager

This 25th day of June, 2026.

ATTEST:

District School Board of Clay County

Erin Skipper 

This 6th day of August, 2026



MASTER AGREEMENT #112025
CATEGORY: Fleet Leasing and Vehicle Management Services
SUPPLIER: Enterprise Fleet Management, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 2281 Ball Drive, Maryland Heights, MO 63146-8603 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 4, 2030, unless it is cancelled or extended as defined in this Agreement.

1. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112025 to Participating Entities. In Scope solutions include:

1. Sourcewell is seeking proposals for Fleet Leasing and Vehicle Management Services, including, but not limited to:
 - a. Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types;
 - b. New vehicle service and preparation for the vehicles described in subsection 1. a. above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation;
 - c. Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types; and,
 - d. In addition to the solutions described in subsections 1. a. - c. above, proposers may include a **complementary** offering of the following ancillary services:
 - i. Short-term on-road vehicles rental programs;
 - ii. Upfitting or aftermarket products;
 - iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software systems;
 - iv. Roadside assistance including towing, emergency charging, and repairs; and
 - v. Vehicle battery longevity monitoring, replacement plans; including installation, operation, and maintenance of dedicated charging and fueling stations.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.



12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- a. **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- b. **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- c. **Supplier Warrants.** Supplier warrants that all services performed by Supplier or on Supplier's behalf will be performed in a professional, timely, and workmanlike manner, in accordance with this Agreement, applicable law, and generally accepted industry standards. Supplier shall pass through to Participating Entities the full benefit of all applicable manufacturer, dealer, installer, upfitter, repair, parts, service, and other third-party warranties, at no additional cost, to the fullest extent permitted by law. Supplier agrees to assist a Participating Entity in reach a resolution in any dispute over warranty terms with the manufacturer or provider. Supplier shall correct, at no additional cost, any nonconforming service, billing error, administrative error, or warranty-processing error caused by Supplier or parties acting on Supplier's behalf.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal

grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.

- a. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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 Agreement 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 cannot 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 Agreement or any purchase by a 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 Agreement 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 Agreement 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 Agreement or any aspect related to the anticipated work under this Agreement 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 Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made). Enterprise will provide required reporting within 30 days after our fiscal quarter ends.

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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.
- 9) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master

Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 10) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 11) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 12) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 13) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 14) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 15) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 16) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 17) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

18) **Indemnification.** 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.

19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

20) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

- 21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 22) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.



25) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.



- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Supplier will require the use of its own forms to complete transactions directly with Participating Entity utilizing the terms established in this Agreement. Supplier's standard form agreements will be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcwell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as determined by Supplier and Participating Entity. Sourcwell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, and other material terms as mutually agreed. It is Enterprise Fleet Management Inc.'s intention to work with each Participating Entity to arrive at a mutually beneficial solution regarding contract negotiations of Participating Entity's Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the Asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally certain terms and conditions that obligate the Trust may prohibit entering this debt market. Due to this, we would like to negotiate certain terms of the Participating Entity Standard Contract Terms and Conditions. Additionally, not including this Master Agreement, Supplier's Master **[**Equity/Walkaway**]** Lease Agreement must supersede all other agreements with a Participating Entity. All pricing is subject to successful contract negotiations and dependent on credit worthiness.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Supplier and Participating Entity.

112025-EFM

Sourcewell

Enterprise Fleet Management, Inc.

Signed by:

Jeremy Schwartz

C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 5/29/2026 | 6:51 AM CDT

Signed by:

William J. Dobosz

D402067331DF4B9...

By: _____

Billy Dobosz

Title: Assistant Vice President

Date: 5/28/2026 | 12:55 PM PDT

RFP 112025 - Fleet Leasing and Vehicle Management Services

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: Michelle Rojas

Email: michelle.m.rojas@efleets.com

Phone: 314-686-9925

HST#: 43-1697807

Submission Details

Created On: Tuesday October 07, 2025 14:28:50

Submitted On: Thursday November 20, 2025 12:05:44

Submitted By: Michelle Rojas

Email: michelle.m.rojas@efleets.com

Transaction #: 7c809a8c-025c-4219-9b26-99574ef9bd81

Submitter's IP Address: 147.243.206.211

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Enterprise Fleet Management, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	EFM, Inc. will execute the Master Agreement with Sourcewell. Enterprise FM Trust is the Lessor.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Enterprise Fleet Management	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	6Q1F8	*
5	Provide your NAICS code applicable to Solutions proposed.	532112	
6	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105	*
7	Proposer website address (or addresses):	efleets.com	*
8	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):	Billy Dobosz, Assistant Vice President, billy.j.dobosz@efleets.com, (314) 274-4799	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Roan Oropesa, Director of Government Marketing, roan.oropesa@efleets.com, (314) 274-4241	*
10	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 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Enterprise Mobility was founded in 1957 by Jack Taylor, a decorated World War II Navy fighter pilot. The organization is named after one of the aircraft carriers Jack served on the U.S.S. Enterprise. Jack built the organization on a simple business philosophy that guides us to this day: "Take care of customers and employees first, and everything else will follow." Nearly 70 years later, Enterprise Mobility is still privately owned and operates under the third generation of Taylor family leadership—Jack's granddaughter, Chrissy Taylor. In its operation, Enterprise Mobility has had only four CEOs – our founder Jack; his son, Andy Taylor; organization veteran Pamela Nicholson; and now Chrissy Taylor. Chrissy is a 25-year veteran of the business and part of the third generation of family owners. Our culture was built on a founding philosophy and an enduring set of values that guides every interaction, whether with customers, partners, communities or each other. What Enterprise Mobility is: Staying true to the founding values, guiding how we do business and how we give back to communities. Maintaining a culture of exceptional service, always putting people first—from team members and customers to partners and neighbors. Constantly innovating, pushing ourselves to deliver people-first experiences that meet the needs of those we serve in the rapidly evolving mobility landscape. Creating meaningful connections, collaborating to help move mobility forward. As mobility has evolved, so have we. What started as a fleet of just seven cars nearly 70 years ago has blossomed into a global network of diverse mobility solutions including car rental, fleet management, flexible vehicle hire, carsharing, vanpooling, car sales, truck rental, vehicle subscription, luxury rental, technology solutions and more. Enterprise Fleet Management, an affiliate of Enterprise Mobility, provides full-service fleet management for companies, government agencies, and organizations, as well as for those seeking an alternative to employee reimbursement programs. Enterprise Fleet Management supplies most makes and models of cars, light- and medium-duty trucks, and service vehicles across the U.S. and Canada, with local hands-on account management at its 60+ locations. In 2024, Enterprise Fleet Management was recognized by Automotive Fleet as the largest fleet management provider in the U.S.
12	What are your company's expectations in the event of an award?	While Enterprise Fleet Management has been an awarded contract for Sourcewell and was recognized as a top contract with over 97 percent of the spend in this category, we continue to look for ways to improve and deliver the best solutions to our government sector clients. We have expanded our Government sales support team and have grown our both our sales team and local offices providing even more reach to Sourcewell members. Enterprise has consistently delivered exceptional results. Our approach includes collaboration with Sourcewell, participation in academies and comprehensive training for our teams to ensure that our clients and prospects are aware of the awarded contract. Enterprise Fleet Management partners with Sourcewell members to deliver sustainable, cost-effective fleet programs that reduce total cost of ownership (TCO) and improve operational efficiency. Enterprise Fleet Management is committed to continuing this proven, compliant, and value-driven partnership with Sourcewell and its members. We provide: Personalized account management through localized, hands-on service. Industry-leading products and services tailored to member needs. Close relationships with the OEM Government Teams to maximize vehicle savings and availability Advanced technology and data-driven tools for informed decision-making. Enterprise Fleet Management fully complies with all federal, state, provincial, and local procurement regulations. We maintain audit-ready documentation, including detailed invoicing and contract records, to provide accountability and meet public-sector contract requirements.

13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As a privately held organization, Enterprise Mobility does not publicly disclose detailed financial information, but we can share several data points to reflect our strong financial performance. Enterprise Mobility has more than 90,000 global team members across 9,500-plus global locations and a fleet of over 2.4 million vehicles. In fiscal year 2025, our people-centric approach, combined with steady global growth and solid results across the business' portfolio – including fleet management, flexible vehicle hire, carsharing, vanpooling, car sales, truck rental, vehicle subscriptions and luxury rentals – generated more than \$39 billion in revenue for Enterprise Mobility, inclusive of its subsidiaries and affiliate Enterprise Fleet Management. Additionally, Enterprise Fleet Management continued to grow its fleet, with more than one million vehicles under management in the U.S. and Canada. Enterprise Fleet Management also received record-high customer satisfaction scores throughout the year. \$39 billion in fiscal-year 2025 revenue. Ranked 7th-largest private U.S. company by revenue (Forbes 2024). Global Presence: Over 90,000 team members worldwide. Operations in 90+ countries and territories. More than 9,500 rental branches globally. A fleet of 2.4 million+ vehicles. Long-Term Strategy & Stability: Founded in 1957, with a legacy of reinvestment by the Taylor family. Only four CEOs in company history, reflecting leadership stability. Focus on intentional growth and people-first values. Reinvestment into emerging technologies, markets, and services to ensure adaptability and long-term success. Credit Ratings: Standard & Poor's: A- (Long-Term), A-1 (Short-Term) Moody's: A3 (Long-Term), P-2 (Short-Term) Morningstar DBRS: A (Long-Term), R-1 (low) (Short-Term) Enterprise Fleet Management Inc. holds a BBB+ corporate credit rating from Standard & Poor's Rating Services, reflecting our strong financial position and commitment to a long-term business strategy.
14	What is your US market share for the Solutions that you are proposing?	Enterprise Fleet Management (EFM) is a leading provider in the U.S. leased fleet market, recognized by Automotive Fleet in 2024 as the nation's largest fleet management company. We closed our fiscal year with approximately 24% market share, managing over 750,000 leased vehicles and more than one million vehicles overall. Our services support thousands of public and private schools, colleges, universities, municipalities, and government agencies nationwide, including the management of over 200,000 public sector vehicles. This substantial market presence reflects Enterprise's leadership and ability to deliver scalable, innovative solutions across diverse industries, ensuring clients benefit from our deep expertise and robust infrastructure.
15	What is your Canadian market share for the Solutions that you are proposing?	Since launching Canadian operations in 2007, Enterprise Fleet Management has consistently grown at over 20% annually and over 200 percent in Western Canada, demonstrating market influence with now 6% of the Canadian leased fleet market share. EFM has now expanded to 5 offices in Canada with fully staffed teams to support our Canadian growth. This presence reflects our commitment to expanding services and delivering tailored fleet solutions that meet the unique needs of Canadian businesses.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Enterprise Fleet Management, Inc. or Enterprise Mobility does not have any current or past bankruptcy's, we acknowledge it is our responsibility to disclose in writing to Sourcewell if this becomes applicable during the evaluation.