



MASTER AGREEMENT # 050125
CATEGORY: Used Rental Fleet Vehicles
SUPPLIER: Enterprise Holdings, 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 Holdings, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 and its subsidiaries as listed in Schedule A (collectively, "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 June 24, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **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.
 - b) **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 # 050125 to Participating Entities. In Scope solutions include:
 1. Sourcewell is seeking proposals for on-road Used Rental Fleet Vehicles available for purchase, including, but not limited to:
 - a. Automobiles: mini, subcompact, compact, coupe, sedan, and full-size;
 - b. Sport Utility Vehicles: cross-over, light duty, and heavy duty;
 - c. Vans: passenger and cargo; and,
 - d. Trucks: Class 1-3.

Proposers may include used rental fleet vehicles that are Class 4-8, if these solutions are complementary to the equipment or products being proposed above (1.a. - 1.d.).

 2. In order to be determined responsive, responder must meet the following criteria:
 - a. The responder, a subsidiary of the responder, or an affiliated company that the responder is authorized to sell on behalf of, must be the CURRENT TITLED OWNER of vehicles offered:
AND,
 - b. Responder must have a website or published list of used rental fleet vehicles available for purchase that includes pricing prior to any discounts.
- 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:

i) **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.

ii) **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.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

iv) Each subsidiary listed in Schedule A (collectively referred to as "Supplier") acknowledges and agrees that the obligations, representations, warranties, and covenants of each such entity under or with respect to this Agreement are several and not joint, and not joint and several. The use of "Supplier" as a collective term in this Agreement is for convenience only, and does not create any joint liability among the entities listed in Schedule A. Each such entity is solely responsible for its own obligations, representations, warranties, and covenants under or with respect to this Agreement, and no entity comprising Supplier will have any liability for the obligations, representations, warranties, or covenants of any other entity comprising Supplier.

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.

- i) **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.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **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.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **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.

xiv) **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.

xv) **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.

xvi) **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.

xvii) **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.

xviii) **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.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **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).

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 of \$75.00 (seventy-five dollars) per vehicle 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) **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.
- 9) **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.
- 10) **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.
- 11) **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.
- 12) **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.
- 13) **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.
- 14) **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.

- 15) **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.
- 16) **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.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **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.
- 19) **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.
- 20) **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.
- 21) **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.
- 22) **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.
- 23) **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.
- 24) **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

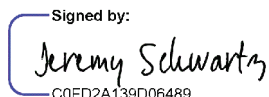
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, 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 Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may 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 Sourcewell 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 solely determined by Participating Entity. Sourcewell 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, force majeure, and other material terms as mutually agreed.
- 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 Participating Entity.

Sourcewell

Enterprise Holdings, Inc.

Signed by:

C0FD2A139D06489...

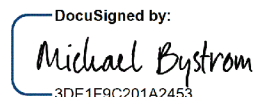
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

6/25/2025 | 8:22 AM CDT

Date: _____

DocuSigned by:

3DE1F9C201A2453...

By: _____

Michael Bystrom

Title: Senior Vice President

6/25/2025 | 6:01 AM PDT

Date: _____

Schedule A

CAMRAC, LLC
CLERAC, LLC
EAN HOLDINGS, LLC
ELRAC, LLC
ENTERPRISE LEASING CO OF NORFOLK/RICHMOND, LLC
ENTERPRISE LEASING COMPANY - SOUTH CENTRAL, LLC
ENTERPRISE LEASING COMPANY - SOUTHEAST, LLC
ENTERPRISE LEASING COMPANY - WEST, LLC
ENTERPRISE LEASING COMPANY OF CHICAGO, LLC
ENTERPRISE LEASING COMPANY OF DENVER, LLC
ENTERPRISE LEASING COMPANY OF DETROIT, LLC
ENTERPRISE LEASING COMPANY OF FLORIDA, LLC

ENTERPRISE LEASING COMPANY OF GEORGIA, LLC
ENTERPRISE LEASING COMPANY OF INDIANAPOLIS, LLC
ENTERPRISE LEASING COMPANY OF KS, LLC
ENTERPRISE LEASING COMPANY OF MINNESOTA, LLC
ENTERPRISE LEASING COMPANY OF ORLANDO, LLC
ENTERPRISE LEASING COMPANY OF PHILADELPHIA, LLC
ENTERPRISE LEASING COMPANY OF PHOENIX, LLC
ENTERPRISE LEASING COMPANY OF STL, LLC
ENTERPRISE RAC COMPANY OF BALTIMORE, LLC
ENTERPRISE RAC COMPANY OF MARYLAND, LLC.
ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC
ENTERPRISE RENT-A-CAR COMPANY - MIDWEST, LLC
ENTERPRISE RENT-A-CAR COMPANY OF BOSTON, LLC
ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC
ENTERPRISE RENT-A-CAR COMPANY OF PITTSBURGH, LLC
ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC
ENTERPRISE RENT-A-CAR COMPANY OF UT, LLC
ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC
PENRAC, LLC
SNORAC, LLC
Formatted Table

RFP 050125 - Used Rental Fleet Vehicles

Vendor Details

Company Name: Enterprise Holdings, Inc

Does your company conduct business under any other name? If yes, please state: Enterprise Mobility

Address: 600 Corporate Park Drive
St. Louis, MO 63105

Contact: Barbara O'Neill

Email: Barbara.E.ONeill@em.com

Phone: 314-512-1841

HST#: 43-0724835

Submission Details

Created On: Wednesday April 09, 2025 12:46:43

Submitted On: Thursday May 01, 2025 12:53:09

Submitted By: Barbara O'Neill

Email: Barbara.E.ONeill@em.com

Transaction #: 0c492da1-3caf-489f-aeac-9e721f551200

Submitter's IP Address: 147.243.76.204

Specifications

Table 1: Responsiveness Criteria (In order to be determined responsive, responder must meet the following criteria)

Line Item	Criteria	Required Answer *	Comments
1	The responder, a subsidiary of the responder, or an affiliated company that the responder is authorized to sell on behalf of, MUST BE THE CURRENT TITLED OWNER of vehicles offered.	<input checked="" type="radio"/> Yes <input type="radio"/> No	
2	Responder must have a website or published list of used rental fleet vehicles available for purchase that includes pricing prior to any discounts.	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 2: 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 2 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 *	
3	Provide the legal name of the Proposer authorized to submit this Proposal.	Enterprise Holdings, Inc	*
4	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
5	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).	CAMRAC, LLC CLERAC, LLC EAN HOLDINGS, LLC ELRAC, LLC ENTERPRISE LEASING CO OF NORFOLK/RICHMOND, LLC ENTERPRISE LEASING COMPANY - SOUTH CENTRAL, LLC ENTERPRISE LEASING COMPANY - SOUTHEAST, LLC ENTERPRISE LEASING COMPANY - WEST, LLC ENTERPRISE LEASING COMPANY OF CHICAGO, LLC ENTERPRISE LEASING COMPANY OF DENVER, LLC ENTERPRISE LEASING COMPANY OF DETROIT, LLC ENTERPRISE LEASING COMPANY OF FLORIDA, LLC ENTERPRISE LEASING COMPANY OF GEORGIA, LLC ENTERPRISE LEASING COMPANY OF INDIANAPOLIS, LLC ENTERPRISE LEASING COMPANY OF KS, LLC ENTERPRISE LEASING COMPANY OF MINNESOTA, LLC ENTERPRISE LEASING COMPANY OF ORLANDO, LLC ENTERPRISE LEASING COMPANY OF PHILADELPHIA, LLC ENTERPRISE LEASING COMPANY OF PHOENIX, LLC ENTERPRISE LEASING COMPANY OF STL, LLC ENTERPRISE RAC COMPANY OF BALTIMORE, LLC ENTERPRISE RAC COMPANY OF MARYLAND, LLC. ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC ENTERPRISE RENT-A-CAR COMPANY - MIDWEST, LLC ENTERPRISE RENT-A-CAR COMPANY OF BOSTON, LLC ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC ENTERPRISE RENT-A-CAR COMPANY OF PITTSBURGH, LLC ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC ENTERPRISE RENT-A-CAR COMPANY OF UT, LLC ENTERPRISE RENT-A-CAR COMPANY OF WISCONSIN, LLC PENRAC, LLC SNORAC, LLC	*

6	Provide your CAGE code or Unique Entity Identifier (SAM):	48US7 (Enterprise Holdings, Inc.)	*
7	Provide your NAICS code applicable to Solutions proposed.	532111 Passenger Car Rental 532120 Truck, Utility Trailer, and RV (Recreational Vehide) Rental and Leasing	
8	Proposer Physical Address:	600 Corporate Park Dr, St. Louis MO 63105	*
9	Proposer website address (or addresses):	www.enterprisecarsales.com	*
10	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):	Michael Bystrom, Senior Vice President, michael.bystrom@em.com, 314-512-3515	*
11	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Barbara O'Neill, Corporate Director of Sales and Customer Engagement, barbara.e.oneill@em.com, 314-512-1841	*
12	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	n/a	*

Table 3A: Financial Viability and Marketplace Success (50 Points, applies to Table 3A and 3B)

Line Item	Question	Response *
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13	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Enterprise has been selling quality used vehicles since our founder Jack Taylor established Enterprise Car Sales in 1962. That is more than 50 years of fine-tuning our process to make your experience the best it can be. And while customer service has remained our priority, we've added new technology and online tools to make every purchase seamless</p> <p>We put people first. You will be able to choose from thousands of recent-model year, low-mileage vehicles of over 250 makes and models of cars, SUVs, trucks and vans. When you are ready, we have a hassle-free process for trading your current vehicle if needed.</p> <p>Because we are part of the Enterprise family, many of our for-sale vehicles are from the rental fleet, which means they're recent models that have been meticulously cared for.</p> <p>Knowing where they come from and that every vehicle must pass our rigorous inspection means we can feel confident about selling Sourcewell members a car that they will love—and will drive for many years to come.</p> <p>Since 1962, our goal has been to create a relaxed environment that lets you feel confident about your decision. The competitive price you see is the price you get, and you will see our transparent pricing clearly posted on every vehicle.</p> <p>Customer service is the highest priority at Enterprise. Our brands consistently take the top spots for satisfaction among rental customers around the world.</p> <p>In addition to numerous industry awards and third-party surveys, we use a variety of internal processes to measure our customers' satisfaction, including our Service Quality index (SQi), Quality Service Process, and Brand Integrity Assessments. All of this ensures we are exceeding expectations worldwide while continually improving and distinguishing our service from the competition.</p> <p>We are committed to managing our business sustainably and for the long term — continuously working to balance the interests of our customers, our employees, and the parts of the world we touch with our business. Our environmental initiatives include:</p> <ul style="list-style-type: none"> -Embracing new, cleaner fuels -Increasing our fuel-efficient fleet -Offsetting carbon emissions -Offering hybrid vehicles -Planting 50 million trees in 50 years -Funding alternative fuel research <p>Enterprise Mobility a more than 65-year-old company is at the forefront of building the future of mobility. Enterprise Mobility has developed and cultivated a broad portfolio of business lines designed to meet the evolving needs of customers, delivering innovative mobility solutions for both consumers and businesses.</p> <p>Enterprise Rent-A-Car combines expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We believe great things happen when we listen to each other and to our customers, and we are committed to providing a wide array of options to more travelers in 2025, and beyond.</p>	*
14	What are your company's expectations in the event of an award?	<p>As the awarded vendor, Enterprise Car Sales will work directly with your member agencies to assist with their vehicle purchasing needs.</p> <p>It would be Enterprise's expectation that Sourcewell and its participating entities work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>	*
15	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.	Ranked on the Forbes America's Largest Private Companies list, 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. Some financial highlights, including global revenue (\$38.0 billion for FY 24) and current credit ratings are included as an attachment.	*
16	What is your US market share for the Solutions that you are proposing?	Enterprise 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 Car Sales operates a network of 160+ dealerships across the US. Enterprise Car Sales provides services to public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*

17	What is your Canadian market share for the Solutions that you are proposing?	Enterprise Car Sales does not operate in Canada.	*
18	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.	N/A	*
19	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Enterprise has used car dealerships where the inventory is provided by our rental fleet. Each dealership is licensed in the state in which it operates but does not exclusively operate with one manufacturer. Dealer licenses for each of our dealerships can be provided upon request.	*
20	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.	There are over 6,500 Enterprise Rent-A-Car and National Car Rental locations in North America and over 160 Enterprise Car Sales dealerships across many states. Because of this vast footprint, it is not feasible to provide this information for each location. However, as a leading car rental supplier in North America, we have all of the required city, state, local and federal permits and licenses to conduct our business throughout the United States.	*
21	Disclose all current and past debarments or suspensions 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 debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
22	Describe any relevant industry awards or recognition that your company has received in the past five years.	Enterprise Car Sales, as part of the Enterprise Holdings family of brands, has consistently been recognized for excellence in customer service, ethical business practices, and employee satisfaction. The following awards and honors reflect our commitment to quality and performance in the automotive and transportation industry over the past five years: • J.D. Power Dealer of Excellence (Multiple Years)- Several Enterprise Car Sales locations have been recognized as J.D. Power Dealers of Excellence, an honor based on customer satisfaction, transparency, and integrity in the vehicle sales process. • Better Business Bureau (BBB) Accreditation & A+ Rating- Enterprise Car Sales locations across the country maintain accreditation with the BBB and consistently hold A+ ratings, reflecting our dedication to ethical business conduct and customer resolution. • Forbes Best Employers Lists- Enterprise Holdings has been named to Forbes' list of America's Best Employers and Best Employers for Diversity, reinforcing the strength of our employee culture, which directly impacts customer experience and service quality. • Automotive News – Top 100 Dealership Groups- Enterprise Car Sales continues to be listed among the largest and most respected dealership groups in the United States, based on volume, scale, and customer satisfaction. • Military Friendly® Employer- Enterprise Holdings has been repeatedly recognized as a Military Friendly® Employer, highlighting our commitment to hiring and supporting veterans—many of whom contribute to our sales and service teams.	*
23	What percentage of your sales are to the governmental sector in the past three years?	Enterprise 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 Car Sales operates a network of 160+ dealerships across the US. Enterprise Car Sales provides services to public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*

24	What percentage of your sales are to the education sector in the past three years?	Enterprise 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 Car Sales operates a network of 160+ dealerships across the US. Enterprise Car Sales provides services to public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
25	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Enterprise 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 Car Sales operates a network of 160+ dealerships across the US. Enterprise Car Sales provides services to public and private schools, colleges, universities, cities, counties, and other government entities nationwide.	*
26	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 Car Sales does not hold any contracts directly with the GSA.	*

Table 3B: References/Testimonials

Line Item 27. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
San Bernardino County	Lisa Zhu	909-387-7856	*
City of Long Beach	Polina Dou	562-570-5403	*
n/a	n/a	n/a	*

Table 4: Ability to Sell and Deliver Solutions (150 Points)

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 *	
28	Sales force.	<p>Enterprise Car Sales has experienced leadership at both the corporate and local level. This allows our in-market groups offices and dealerships to make decision at the local level to meet their customers' needs, while providing overall support infrastructure and centralized services from our corporate teams. Each of our more than 160 Enterprise Car Sales dealerships is fully staffed to handle all of our customers' needs. Key positions within the local dealerships include:</p> <p>Group Car Sales Manager- the manager of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcwell member's needs</p> <p>Area Car Sales Manager- provides managerial oversight for the Customer Experience Manager and can provide additional support to the Sourcwell member if needed.</p> <p>Customer Experience Manager- responsible for the customer's and employee's experience. The Customer Experience Manager, along with the rest of the management team, is responsible ensuring customer satisfaction in the dealership.</p> <p>Sales Consultant- Dedicated to assisting customers online and in the dealership to help in the purchase of their Enterprise vehicle. The Sales Consultant is responsible for creating a unique buying experience for each customer by building trust and educating them on the value of purchasing from Enterprise.</p>	*
29	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Enterprise Car Sales operates more than 160 dealership locations across the United States. These locations act as direct points of contact for Sourcwell members, offering access to a wide inventory of well-maintained, late-model vehicles. Each Sourcwell member is supported by a dedicated Enterprise representative who understands the unique needs of government, education, and nonprofit entities. These professionals ensure compliance with Sourcwell contract terms and guide members through every step of the procurement process. Through our Sourcwell contract, our network enables simplified purchasing without the need for a traditional bid process. This saves our members time and money while ensuring transparency and contract compliance. Our logistics network ensures that vehicles can be sourced from multiple locations and delivered directly to members, regardless of their geographic location. We work with Sourcwell members to coordinate transportation, titling, and registration efficiently.	*

30	Service force.	A team of 65 employees dedicated to handling centralized processes in support of dealerships across the US. Their responsibilities include managing the trade process, such as title handling and payoffs, overseeing centralized accounting functions, coordinating funding with external lenders, and managing titles for all dealerships.	*
31	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will identify which vehicle(s) they intend to purchase (from website or provided list). Most customers will send a list of vehicle(s) needed and specs, and we will provide a list of the inventory that matches the need. The customer will then select which vehicles they intend to purchase. The Enterprise account management team will then contact the appropriate dealership(s) to coordinate the purchase of the vehicle (providing entity's name, confirm Sourcewell pricing, address/delivery location). Proper paperwork will be generated in the customer's name and sent for signature (typically sent via FedEx overnight with return label). Once signed documents are secured and payment exchanged, the dealership will release the vehicle for pickup or delivery (whichever method was requested/agreed upon).	*
32	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)</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"> • 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. 	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Enterprise Car Sales is able to provide our full range of services to Sourcewell member agencies in the United States.	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Car Sales does not operate in Canada.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Enterprise Car Sales does not operate in Canada.	*
36	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Any participating Sourcewell agency in the United States will have full access to our solutions.	*

37	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As Enterprise Car Sales, we are committed to ensuring that all Sourcewell participating entities — including those located in Hawaii, Alaska, and U.S. territories — have access to our vehicle solutions, though there are a couple considerations to be aware of: <ul style="list-style-type: none"> • Hawaii, Alaska, and U.S. Territories: We do not have any dealerships located in Hawaii, Alaska, or any U.S. Territories. Due to no dealerships in those areas, vehicles would have to be purchased from the closest existing dealership and transported to the final destination (at the expense of the customer). • Additional time and coordination will be required to fulfill specific vehicle requests due to shipping logistics. • Transportation and freight charges will apply for vehicles delivered to Hawaii, Alaska, or U.S. territories. These costs are determined based on distance, shipping method, and port access, and will be communicated transparently at the time of order. • Enterprise Car Sales will coordinate logistics to ensure secure and timely delivery to these locations. 	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	These terms will be extended to any Sourcewell member	*
39	Demonstrate how available inventory can be seen or accessed by potential purchaser.	All available inventory can be found at www.enterprisecarsales.com . Additionally, Sourcewell members will be able to request inventory lists (for all vehicles or specific vehicles) from their account management team. These lists will be filtered down to meet whatever criteria the member has requested and emailed over to the recipient.	*

Table 5: Marketing Plan (100 Points)

Line Item	Question	Response *	
40	Describe your marketing strategy for promoting this 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 the US. 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 could include: <ul style="list-style-type: none"> -A marketing banner on the Sourcewell website announcing the partnership and details -Partnering with our other business lines to communicate the new offering to Sourcewell members -Direct-mail campaign with customized fliers featuring program information 	*
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We leverage a variety of first-and third-party data to reach our ideal audience with a targeted, timely and relevant message across paid and owned channels. This includes utilizing a CDP (Customer Data Platform) to reach first-party audiences and develop look-alike audiences for marketing activation. Additionally, we leverage demographic- and affinity-based data to identify specific audiences via providers like Google, Acxiom, Meta. We also employ a variety of marketing automation tools (e.g. automated email journeys, A/B testing, customer segmentation, etc.) focused on increasing quality, efficiency and delivering personalization.	*
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Enterprise has 160+ dealerships nationwide with a trained sales team to help assist Sourcewell members in their vehicle-buying journey. We will provide these teams with training on how the contract works and the benefits of using it over other diligence options. Our expectation would be to promote and send any leads to our management team and help answer specific questions from the government entity regarding utilizing the contract.	*
43	Are your Solutions 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 to each individual member based on their needs. Inventory is available for viewing at www.enterprisecarsales.com or through a request to the account team. Once vehicle needs are communicated and selections are made, the Enterprise team will secure the vehicles and have them ready for delivery. Purchase orders will be sent, and delivery plans will be made.	*

Table 6A: Value-Added Attributes (100 Points, applies to Table 6A and 6B)

Line Item	Question	Response *	
44	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.	To aid in communicating your selection of Enterprise, we will provide documents for posting on internal websites or in emails that will outline the program offering to participating Sourcewell entities.	*

45	Describe any technological advances that your proposed Solutions offer.	<p>Enterprise Car Sales offers customers a benefit of ACE (Accelerated Customer Experience). ACE provides a seamless and transparent experience that empowers customers, making them feel more comfortable and satisfied throughout the buying journey. Transparency fosters trust as customers can witness every step of the sales process through ACE, leading to greater confidence in the dealership. ACE saves time for both customers and dealership employees, reducing wait times and expediting transactions. Allowing customers to test drive, view products, choose financing options, and sign documents electronically provides convenience and flexibility, catering to modern preferences. Electronic documentation and signature processes ensure compliance with legal requirements while also enhancing data security and confidentiality.</p> <p>Additionally, we offer Start My Purchase via www.enterprisecarsales.com. Start My Purchase aligns with customers desire for flexible, low-touch experience. We have an all-in-one digital functionality that combines:</p> <ul style="list-style-type: none"> -Estimate trade-in value -Estimate monthly payments -Apply for financing -Options protection products -Schedule an appointment <p>Start My Purchase allows our customers to dictate how they want to navigate the car-buying journey. If interested, a customer can utilize Start My Purchase to help reduce transaction time at the dealership.</p>
46	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Corporate Social Responsibility Policy</p> <p>Owned by the Taylor family of St. Louis, Enterprise Holdings is 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 is 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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>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:</p> <ul style="list-style-type: none"> • 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 <p>Sustainable Maintenance Programs</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Managing Materials Responsibly • Recycling Windshields • Prioritizing Fuel Efficiency • Renewing License Plates • Using Water-Based Paints • Re-Refining Oil and Recycling Filters • Repurposing Tires

47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	EcoVadis is a global Environmental, Social and Governance (ESG) rating platform. The EcoVadis rating covers a broad range of non-financial management systems including Environmental, Labor & Human Rights, Ethics and Sustainable Procurement impacts. Each company is rated on the material issues as they pertain to their company's size, location and industry. The platform is designed for multinational corporations and geared toward driving supply chain sustainability. We submit our response to EcoVadis and receive a company score on an annual basis.	*
48	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?	Enterprise offers Sourcewell participating entities a uniquely comprehensive and customer-focused vehicle acquisition solution. With over 65 years of industry leadership, Enterprise is known for its dedication to exceptional customer service and long-standing commitment to helping organizations meet their transportation needs efficiently. Our extensive network of more than 160 dealerships nationwide is supported by a team of knowledgeable and responsive sales consultants who provide tailored, local support. What truly sets Enterprise apart is our access to vehicle inventory—powered by our ability to pull from a large and rental fleet—ensuring that Sourcewell members have timely and flexible options regardless of market conditions. This combination of scale, service, and inventory access positions Enterprise as a trusted partner for Sourcewell entities across the country.	*

Table 6B: Value-Added Attributes

Line Item	Question	Certification	Offered *	Comment
49	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While Enterprise 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 business that are classified as small, minority-owned, women-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 branches and dealerships companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & M/WBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See above
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See above
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See above

53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While Enterprise does not qualify as a veteran-owned business, our founder, Jack Taylor, selected the name Enterprise as a salute to the WWII aircraft carrier he served on, the USS Enterprise (CV-6). Jack, a decorated WWII Navy Hellcat fighter pilot, founded the company using the lessons he learned in the military about honor, respect and integrity, as well as the philosophy that if you "take care of your customers and employees first, profits will follow".</p> <p>Over the past six decades, that philosophy has manifested itself in professional, exemplary customer service from empowered employees, and today, the name embodies Enterprise's ongoing commitment to those who serve our nation and communities.</p>
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See above
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See above
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See above
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	See above

Table 7A: Pricing (400 Points, applies to Table 7A and 7B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	<p>Accepted payment methods: ACH/wire transfer, cashier's or business check for vehicle purchases. ACH/wire transfer or credit card for transport fees.</p> <p>Payment terms: Funds due upon delivery. Additional terms and conditions (outlined below) may apply:</p> <ul style="list-style-type: none"> • If Buyer is paying the full amount of the purchase price of the vehicle Buyer is purchasing under this Contract ("the Vehicle") in cash or by personal check, the Vehicle purchase shall not be completed, and title to the Vehicle shall not pass to Buyer, until Seller has received in cash, the full amount of the balance due at settlement. • If Buyer requires financing for all or part of the Vehicle's purchase price, Buyer's purchase of the Vehicle shall not be completed, and title to the Vehicle shall not pass to Buyer, until Buyer has completed all documents necessary to apply for and consummate the financing and the financing has been approved by a financial institution. Buyer agrees that he/she will, before or at the time of delivery of the Vehicle, execute and deliver to Seller such other agreements, documents and instruments as Seller may require to apply for and to consummate the financing. • Unless otherwise expressly provided on the front of this Contract, the purchase price for the Vehicle does not include any taxes imposed by any government authority with respect to the Vehicle before or at the time of delivery to Buyer; and Buyer assumes and agrees to pay any and all such taxes, and any and all other taxes (other than taxes imposed on Seller's income), imposed or incidental to the transaction covered by this Contract, regardless of who may have the primary tax liability. • Any amount marked as an estimate on this Contract is based on the best information available to Seller and is subject to change when Seller finally determines the true amount. Buyer agrees to such changes in the terms of the Contract as may be necessary to reflect the correction of any such estimate.
59	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We do not offer any leasing options, but financing is available through our network of preferred lenders. We make financing easy. Our customers can visit https://www.enterprisevehicles.com/financing and then select "Apply for Financing".</p>

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A Buyers Order is created and signed for every vehicle purchase. The buyers order will vary by state. A copy of the Missouri Buyer's order is being included. All customers have the option to purchase the Enterprise Mechanical Repair Protection Plan. A copy of that agreement is also included.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We do not accept P-card procurement and payment process.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Enterprise Car Sales uses a transparent, market-based pricing methodology to ensure customers receive fair and competitive vehicle prices without the need for haggling. Pricing is determined by analyzing real-time data from thousands of comparable vehicles in the market, considering factors such as make, model, mileage, condition, and regional demand. This approach allows Enterprise to set prices that reflect true market value, giving customers confidence in the fairness of their purchase. Additionally, all vehicles undergo a rigorous inspection and reconditioning process to meet high quality standards, further enhancing the overall value offered. Pricing for Sourcwell members will be based off the above methodology less a \$300 discount on every vehicle. Current vehicle pricing can be found at www.enterpriseCarsales.com	*
63	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.	\$300 discount off the listed price from www.enterpriseCarsales.com on every vehicle purchased by a Sourcwell member. Non-discounted line items include taxes (sales, state, county, municipality, dealer inventory), smog waiver fee, state smog fee, government inspection fee, document fee, processing fee, document process fee, transport fee, hybrid fee, license fee, title fee, electric filing fee, hybrid fee, DMV fees, Registration fee.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	\$300 off starting on the first vehicle for all Sourcwell members.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Sourcwell members will have the ability to purchase any additional Enterprise offerings at the listed price, this includes all of our protection products.	*
66	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.	Non-discounted line items include taxes (sales, state, county, municipality, dealer inventory), smog waiver fee, state smog fee, government inspection fee, document fee, processing fee, document process fee, transport fee, hybrid fee, license fee, title fee, electric filing fee, hybrid fee, DMV fees, Registration fee. Fees vary based on the state in which the vehicle is purchased. A list of examples is included in the attachment section.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	If a vehicle needs to be transported from one dealership to another, outside of the immediate vicinity the process is as follows: -Transport quotes are requested from our preferred vendors -Cost of transport is passed onto customer's invoice -The transport fee must be paid ahead of time via ACH/ wire transfer or credit card (using a secure link). -Transport can take anywhere from 2-15 business days, depending on weather/ traffic/ driver availability/ transport truck availability. The quoted ETA by the company is estimated/ subject to change based on factors stated previously. -Once the vehicle arrives at the selling dealership, the local team reviews it to make sure it's ready to go for the customer.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not operate or sell any vehicles in Canada. For Hawaii or Alaska, the closest dealership that we operate handles the sale (Southern California for Hawaii and Washington for Alaska). The vehicle is purchased at the dealership and transport is arranged through a 3rd party. All transport costs are passed on to the customer. As we do not have dealerships in either Alaska or Hawaii, vehicles cannot be purchased directly in those state but may be shipped there at the cost of the customer.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Enterprise will set up a pricing code for Sourcewell members in our system. Quarterly, we will review all vehicle sales that have been purchased through the Sourcewell program to ensure compliance and accuracy. We will provide a breakdown quarterly to Sourcewell for review.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	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're meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as 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.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	\$50 per vehicle sold to a Sourcewell member.	*

Table 7B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing being offered to Sourcewell and its members is a very competitive offer. This is as good as or better than pricing typically offered to our customers.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 8A and 8B)

Line Item	Question	Response *	
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74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Because we are part of the Enterprise family, many of our for-sale vehicles are from the rental fleet, which means they're recent models that have been meticulously cared for. We offer a variety of cars, SUVs, trucks and vans equipped with today's top technology and features including Apple CarPlay, Android Auto, four/all-wheel drive, backup cameras and much more. Knowing where they come from and that every vehicle has to pass our rigorous inspection means we can feel confident about selling you a car you'll love—and will drive for many years to come.</p> <p>Every car, truck, SUV and van must pass a rigorous inspection before being reconditioned and offered as an Enterprise Certified® vehicle. All Enterprise Certified® cars pass a thorough inspection by an ASE-certified technician, who tests all of the systems listed below. Any necessary repairs and replacements are made and inspected again. If a vehicle fails any aspect of this inspection, it is not sent to an Enterprise Car Sales dealership.</p> <p>We offer a variety of optional protection products for your vehicle purchase. These products include:</p> <ul style="list-style-type: none"> -Enterprise Mechanical Repair Protection (EMRP): The Enterprise Mechanical Repair Protection Plan1 can help you save money on unexpected repairs and keep your car running smoothly. -Guaranteed Asset Protection (GAP): We partnered with Allstate® to offer Enterprise Guaranteed Asset Protection. GAP covers the difference between what your insurance pays and what you owe. -Tire and Wheel Plan: The Enterprise Tire and Wheel 5-Year Protection Plan covers the repair and replacement of tires with no deductibles and no limits on mileage or occurrences. This includes tire and wheel repair and replacement due to road hazards like nails, glass, potholes, rocks or tree limbs or other objects or conditions not normally found on roadways, costs associated with repairs, like mounting balancing, valve stems and taxes, 24-hour roadside assistance, towing, and flat tire change services -Windshield Protection Plan: The Enterprise Windshield Protection Plan1 makes it easy to get your windshield repaired or replaced. This includes: Repair of chips or cracks, windshield replacement, 5-year coverage, \$0 deductibles, and is transferable to a different vehicle. 	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Pre-Owned Vehicle Sales: Certified, late-model sedans, SUVs, trucks, and vans sourced primarily from our rental fleet. • Fleet Vehicle Solutions: Scalable vehicle acquisition for government, education, and nonprofit fleets. • Vehicle Trade-In and Disposal Services: Appraisal and trade-in programs for existing fleet vehicles • Vehicle Transportation and Delivery Services: Nationwide delivery of purchased vehicles, including logistics coordination for remote locations. • Financing Support: Flexible vehicle financing options through Enterprise preferred partners. • Title and Registration Support: Assistance with documentation, title processing, and registration compliance across multiple jurisdictions. • Protection Products: a range of optional protection products including Enterprise Mechanical Repair Protection, GAP (Guaranteed Asset Protection) coverage, Tire & Wheel coverage, and Windshield protection. 	*
76	Demonstrate the access to inventory and average volume of used vehicles offered for sale.	Enterprise Car Sales has a unique advantage in the used car space. We have access to hundreds of thousands of vehicles from our rental fleet. Customers are able to see available inventory at www.enterpriseCarsales.com . The average volume will fluctuate based on time of year, demand etc., but vehicles are being sourced from our over 1,000,000 million fleet of rental vehicles.	*
77	Describe any warranties offered on vehicles purchased, including transferrable OEM warranties as well as any additional warranties offered by the proposer.	<p>Because Enterprise Certified® cars are recent-model vehicles, many may still be covered under the manufacturer's warranty. That means buying an Enterprise Certified® car gets you:</p> <p>The remainder of the manufacturer warranty, if applicable, plus...</p> <ul style="list-style-type: none"> -The 12-month/12,000-mile limited powertrain warranty that begins on the vehicle purchase date, and... -All of the benefits that come with owning an Enterprise Certified® car, including a free CARFAX Vehicle History Report™ and 12 months of roadside assistance. 	*

78	Describe maintenance history and preventative maintenance programs, including if service records can be provided, for vehicles offered.	<p>Enterprise Car Sales offers vehicles that are primarily sourced from the Enterprise rental fleet, which means they have been maintained to rigorous standards throughout their service life. Our maintenance approach includes:</p> <ol style="list-style-type: none"> 1. Comprehensive Preventative Maintenance Program: All vehicles are enrolled in Enterprise's preventative maintenance program from the time they are added to our fleet. This includes routine oil changes, tire rotations, brake inspections, fluid checks, and manufacturer-recommended services performed at scheduled intervals. 2. Strict Adherence to OEM Standards: Maintenance is performed according to each manufacturer's specifications by certified technicians at authorized service facilities. This ensures all services are completed with OEM-grade parts and proper documentation. 3. Vehicle History Reports: Every vehicle comes with a free CARFAX® Vehicle History Report, which includes service entries, ownership history, accident reports (if any), and title status. 4. Inspection and Certification Process: Before sale, each vehicle undergoes a rigorous multi-point inspection as part of our Enterprise Certified program. Any items not meeting our standards are repaired or replaced to ensure the vehicle is in excellent condition for resale. 	*
79	Describe the typical age and condition of vehicles offered.	<p>Enterprise Car Sales specializes in offering late-model, low-mileage, pre-owned vehicles, primarily sourced from our professionally maintained rental fleet. The typical characteristics of our vehicles include:</p> <ul style="list-style-type: none"> • Most vehicles are 1 to 3 years old, aligning with the latest model years available on the market. • Vehicles generally have low to moderate mileage, typically ranging from 25,000 to 50,000 miles, depending on make, model, and usage history. • All vehicles undergo a rigorous multi-point inspection and certification process conducted by ASE-certified technicians. Vehicles are Enterprise Certified®, meaning they meet or exceed standards for mechanical integrity, safety, and cosmetic appearance. • Every vehicle comes with a clear title, and we provide a free CARFAX® Vehicle History Report. • Vehicles are fully reconditioned both mechanically and cosmetically before sale, ensuring they are ready for immediate use in public sector operations. <p>Our goal is to provide Sourcewell members with reliable, high-quality vehicles that deliver long-term value and performance with minimal need for initial maintenance or repairs.</p>	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered*	Comments
80	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Enterprise Car Sales offers a wide selection of over 250 makes and models, ranging from sedans and SUVs to trucks and cargo vans. Through exclusive access to our rental fleet, we provide Sourcewell participants with unmatched inventory.
81	SUVs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Enterprise Car Sales offers a wide selection of over 250 makes and models, ranging from sedans and SUVs to trucks and cargo vans. Through exclusive access to our rental fleet, we provide Sourcewell participants with unmatched inventory.
82	Minivans	<input checked="" type="radio"/> Yes <input type="radio"/> No	Enterprise Car Sales offers a wide selection of over 250 makes and models, ranging from sedans and SUVs to trucks and cargo vans. Through exclusive access to our rental fleet, we provide Sourcewell participants with unmatched inventory.
83	Vans: Passenger	<input checked="" type="radio"/> Yes <input type="radio"/> No	Enterprise Car Sales offers a wide selection of over 250 makes and models, ranging from sedans and SUVs to trucks and cargo vans. Through exclusive access to our rental fleet, we provide Sourcewell participants with unmatched inventory.
84	Vans: Cargo	<input checked="" type="radio"/> Yes <input type="radio"/> No	Enterprise Car Sales offers a wide selection of over 250 makes and models, ranging from sedans and SUVs to trucks and cargo vans. Through exclusive access to our rental fleet, we provide Sourcewell participants with unmatched inventory.
85	Trucks: Class 1-3	<input checked="" type="radio"/> Yes <input type="radio"/> No	Enterprise Car Sales offers a wide selection of over 250 makes and models, ranging from sedans and SUVs to trucks and cargo vans. Through exclusive access to our rental fleet, we provide Sourcewell participants with unmatched inventory.

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 your 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 Plan.zip - Thursday May 01, 2025 09:29:54
- [Financial Strength and Stability](#) - Financial highlights and Credit Outlook 3.2025.pdf - Thursday May 01, 2025 08:21:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Sourcewell Proposal.pdf - Thursday May 01, 2025 08:21:24
- [Requested Exceptions](#) - Enterprise Legal Review RFP_050125_Used_Rental_Fleet_Vehicles_Master_Agreement 04.28.2025.pdf - Thursday May 01, 2025 08:21:14

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Michael Bystrom, Senior Vice President, Enterprise Holdings, 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 obligations contemplated in the solicitation proposal.

☒ 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_1_Used_Rental_Fleet_Vehicles_RFP 050125 Mon April 21 2025 04:19 PM	<input checked="" type="checkbox"/>	1

