

Tentative Agenda
Municipal Committee
March 22, 2016
6:00 p.m.
City Hall Council Chambers

Roll Call

DISCUSSION ITEMS

- 1) Enterprise Fleet Leasing
Kati Horner Gonzalez, Asst. Director of Public Works
Scott Breithaupt, Enterprise
Billy Dobosz, Enterprise
- 2) Streetscape Inspection Services
Kati Horner Gonzalez, Asst. Director of Public Works
- 3) 83rd Street Bridge Design
Kati Horner Gonzalez, Asst. Director of Public Works
- 4) Clean-Up Coupon
Kati Horner Gonzalez, Asst. Director of Public Works
- 5) Updates
 - a. Animal Adoption Services Agreement, John Benson
- 6) Next Meeting Date and Time – April 19, 2016

Adjournment

Future Topics

- 59th Street Sidewalk
- Blue Ridge Resurfacing Project
- 350 & Raytown Road Improvements

CITY OF RAYTOWN
Request for Committee Action

Date: March 22, 2016
To: Municipal Committee
From: Kati Horner Gonzalez, Assistant Director of Public Works

Action Requested: Municipal Committee discussion of the Enterprise Fleet Leasing Program.

Recommendation: Proceed with the phased-in equity approach of the fleet leasing program.

Analysis: Enterprise offers a Fleet Management service which has been selected by the TIPS-TAPS cooperative agreement program for fleet leasing services. This services allows for organizations to lease vehicles for a mutually-agreed-upon term; Enterprise has the ability to sell the vehicles currently owned by the City and to maximize the resale value of the leased vehicles.

Staff has requested that Enterprise analyze the City of Raytown's existing fleet and to evaluate potential options that can be utilized by the City. Through the evaluation, Enterprise developed three options: No-Equity, Phased-In Equity, All-In Equity. All options are projected to reduce vehicle expenditures.

Through evaluation of the three proposed options, staff believes the appropriate course of action is the utilize the Phased-In Equity Option for up to 34 of the City's 100-vehicle fleet. This option is projected to save approximately \$313,217 over ten years by replacing vehicles as they reach the end of projected life.

The program has the option to include acquisition and up-fitting of vehicles, ongoing vehicle maintenance, and selling the vehicles at the end of the term. A separate contract would be in place for each vehicle and each contract would reflect the needs for that specific vehicle. There are no requirements to continue the phasing in of fleet leasing if it is determined that the City should pursue other options.

Alternatives: See above.

Budgetary Impact: None.

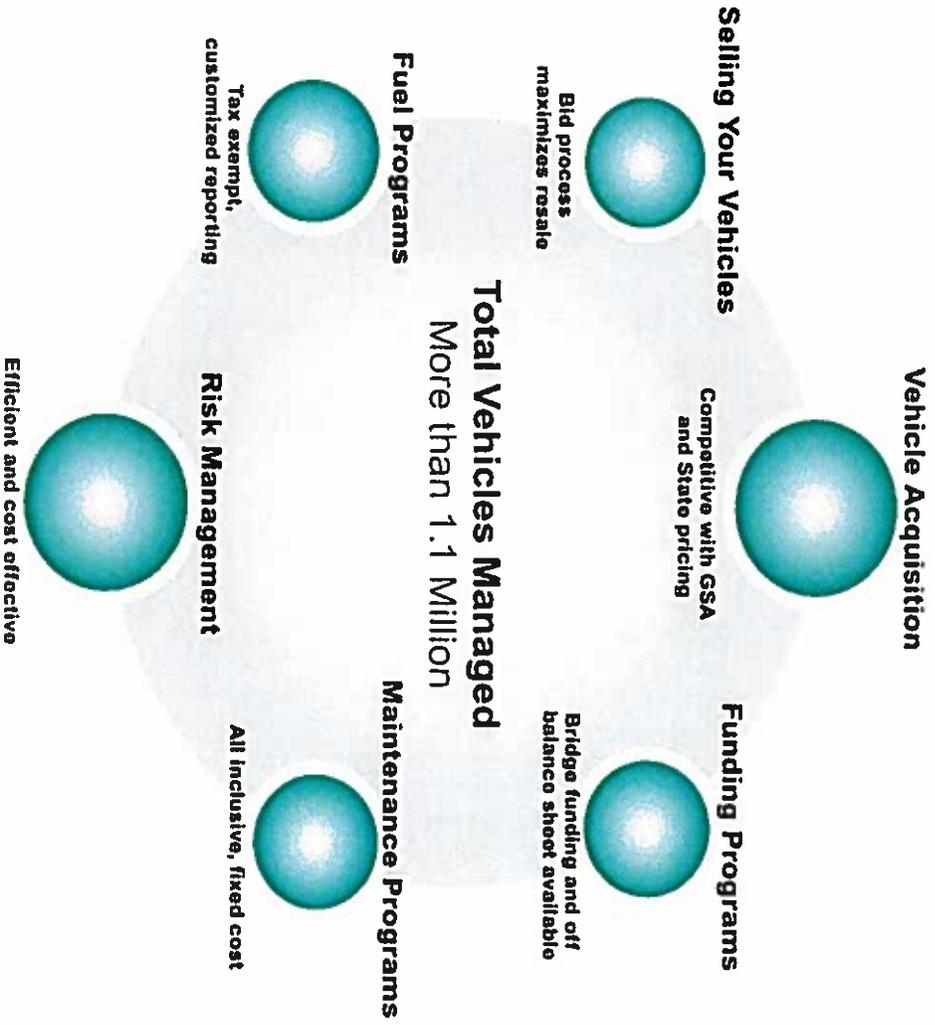
- Not Applicable
 Budgeted item with available funds

Additional Information: Fleet Replacement Schedule, Proposed Leasing Options (3), TIPS-TAPS Cooperative Agreement Information, Example Contract

Enterprise Fleet Management



**Providing
Government
Fleet
Solutions.**





Key Objectives

- **Reduce operating costs**
- **Maintaining manageable vehicle budget**
- **Lower average age of the fleet**



**Providing
Government
Fleet
Solutions.**



Effective Vehicle Life Cycle

- Decrease operating expense
- Lessen employee and vehicle downtime
- Enhance employee morale
- Reduce carbon emissions



**Providing
Government
Fleet
Solutions.**



Commercial Open-End Lease

- Improve cash flow
- No mileage restrictions and wear and tear charges
- Customized terms for use and type of vehicle
- Flexibility of ownership

Commercial Open-End Lease



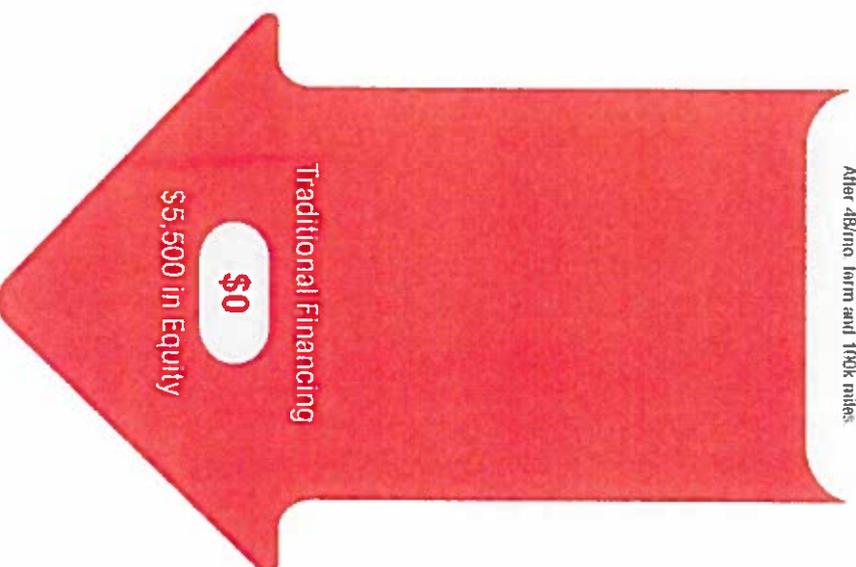
**Providing
Government
Fleet
Solutions.**



Traditional Financing

Vehicle Price \$21,000

\$5,500 Market Value
After 48/mo. term and 100k miles



Enterprise Solution

Vehicle Price \$21,000

\$5,500 Market Value
After 48/mo. term and 100k miles



**Approx. \$100/month lower
payment per vehicle.**



**Providing
Government
Fleet
Solutions.**



Full Maintenance

- Maintenance covered for a fixed monthly charge up to 100,000 miles or 7 years
- Proactive programs save you down time
- Roadside assistance is available 24 hours a day
- Local vendor network

FULL MAINTENANCE	
07 F150 XL 6502 • SUZLON WIND ENERGY CORPORATION	
690T10BLS527	
TIRE/S LIMIT	COST CODE
0/050	MASON CITY
EXP DATE	UNIT NO
06/10	BL5527
GPBR	
1P62	

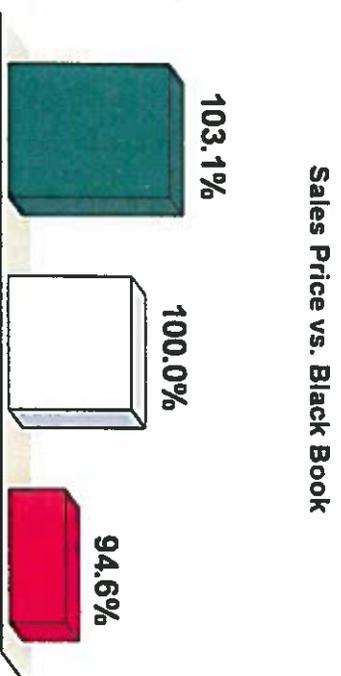


**Providing
Government
Fleet
Solutions.**



Selling Your Vehicles

- Bid process maximizes resale of your assets
- Trust your vehicles are in the hands of a professional sales team that sells more than 500,000 vehicles annually
- Minimize your involvement by outsourcing the entire process
- Consistently experience higher than average price returns



■ EFM Avg. □ Black Book Avg ■ Industry BA Avg



**Providing
Government
Fleet
Solutions.**



Our Local Account Team Makes it Easy

- **Account Managers** proactively design, review, and execute your fleet program
- **Customer Service Representatives** implement your fleet management programs
- **Make it easy** to get back to what you do best - running your business

City of Raytown - Fleet Planning Analysis

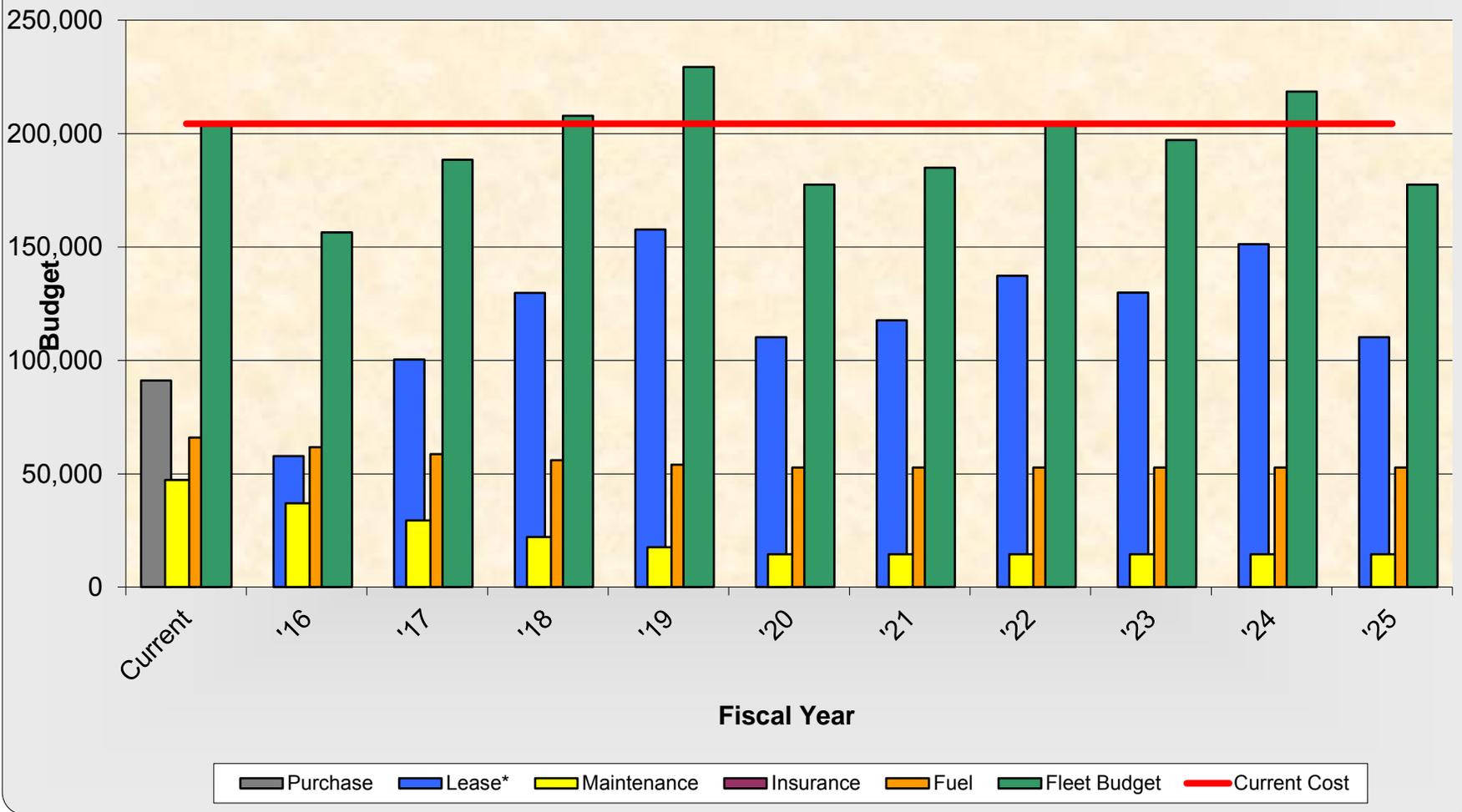


Current Fleet	34	Fleet Growth	-0.67%	Proposed Fleet	33
Current Cycle	10.00	Annual Miles	8,000	Proposed Cycle	5.00
Current Maint.	\$115.68	Insurance	\$0.00	Proposed Maint.	\$36.65
Fuel Info	-	MPG	12	Price/Gallon	\$3.00

10 yr Savings	\$100,277
Long Term Avg. Savings	\$7,718/yr
	3.8%

Fiscal Year	Fleet Mix				Fleet Cost						Annual Savings
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Insurance	Fuel	Fleet Budget	
Current	34	3.4	34	0	91,041	0	47,197	0	66,000	204,238	0
'16	34	11	23	11	0	57,753	36,946	0	61,729	156,429	47,809
'17	34	8	15	19	0	100,409	29,420	0	58,624	188,453	15,786
'18	33	6	8	25	0	129,777	22,107	0	56,000	207,884	-3,646
'19	33	5	3	30	0	157,629	17,613	0	54,000	229,243	-25,004
'20	33	3	0	33	0	110,181	14,514	0	52,800	177,495	26,743
'21	33	11	0	33	0	117,578	14,514	0	52,800	184,892	19,346
'22	33	8	0	33	0	137,308	14,514	0	52,800	204,623	-384
'23	33	6	0	33	0	129,789	14,514	0	52,800	197,103	7,135
'24	33	5	0	33	0	151,173	14,514	0	52,800	218,487	-14,249
'25	33	3	0	33	0	110,181	14,514	0	52,800	177,495	26,743

10 Year Budget Forecast



* Lease Rates are conservative estimates

City of Raytown - Fleet Planning Analysis

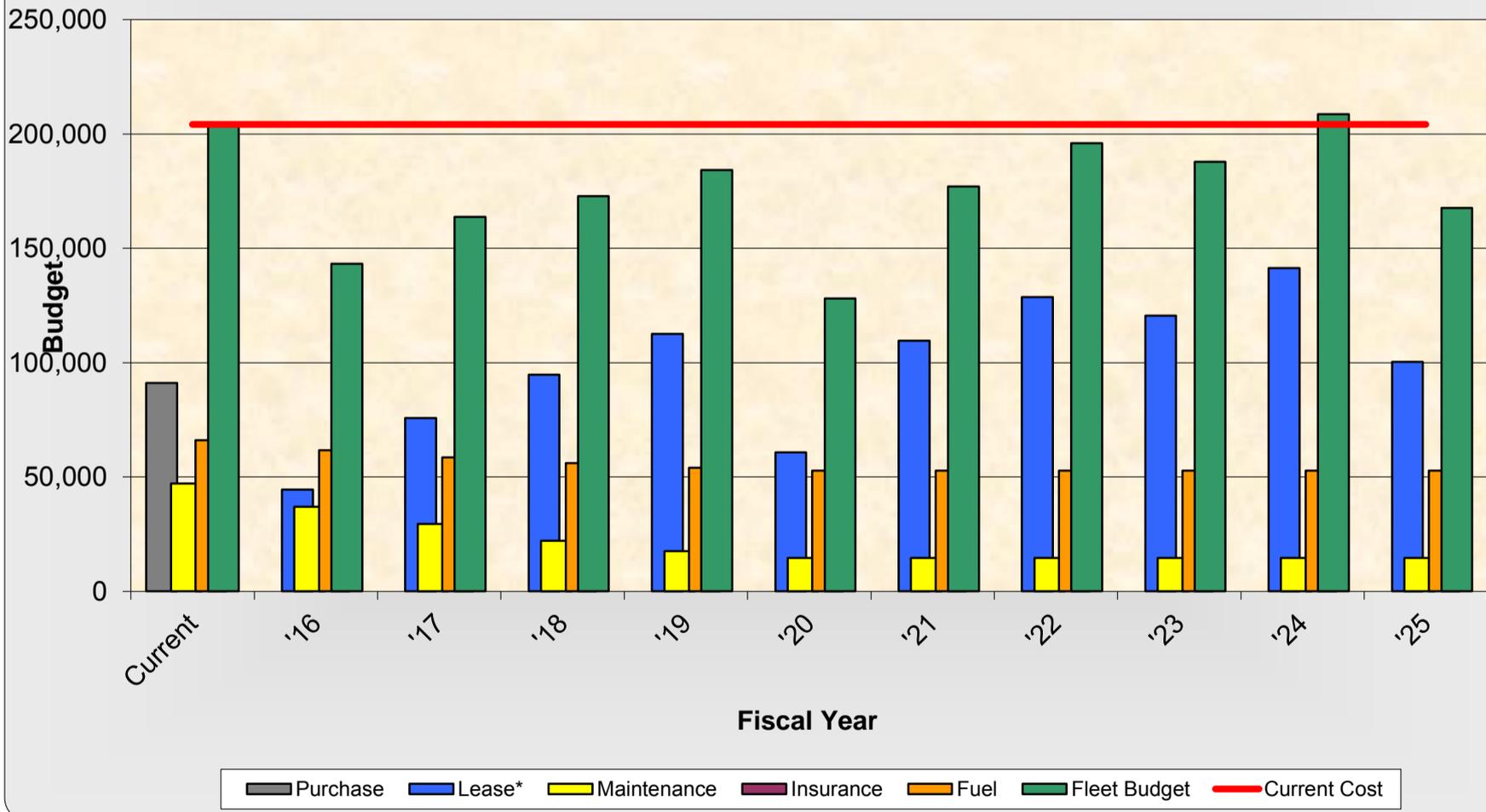


FLEET MANAGEMENT

Current Fleet	34	Fleet Growth	-0.67%	Proposed Fleet	33	10 yr Savings \$313,217 Long Term Avg. Savings \$16,826/yr 8.2%
Current Cycle	10.00	Annual Miles	8,000	Proposed Cycle	5.00	
Current Maint.	\$115.68	Insurance	\$0.00	Proposed Maint.	\$36.65	
Fuel Info	-	MPG	12	Price/Gallon	\$3.00	

Fiscal Year	Fleet Mix				Fleet Cost						Annual Savings
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Insurance	Fuel	Fleet Budget	
Current	34	3.4	34	0	91,041	0	47,197	0	66,000	204,238	0
'16	34	11	23	11	0	44,553	36,946	0	61,729	143,229	61,009
'17	34	8	15	19	0	75,709	29,420	0	58,624	163,753	40,486
'18	33	6	8	25	0	94,777	22,107	0	56,000	172,884	31,354
'19	33	5	3	30	0	112,629	17,613	0	54,000	184,243	19,996
'20	33	3	0	33	0	60,681	14,514	0	52,800	127,995	76,243
'21	33	11	0	33	0	109,658	14,514	0	52,800	176,972	27,266
'22	33	8	0	33	0	128,728	14,514	0	52,800	196,043	8,196
'23	33	6	0	33	0	120,549	14,514	0	52,800	187,863	16,375
'24	33	5	0	33	0	141,273	14,514	0	52,800	208,587	-4,349
'25	33	3	0	33	0	100,281	14,514	0	52,800	167,595	36,643

10 Year Budget Forecast



* Lease Rates are conservative estimates

City of Raytown - Fleet Planning Analysis

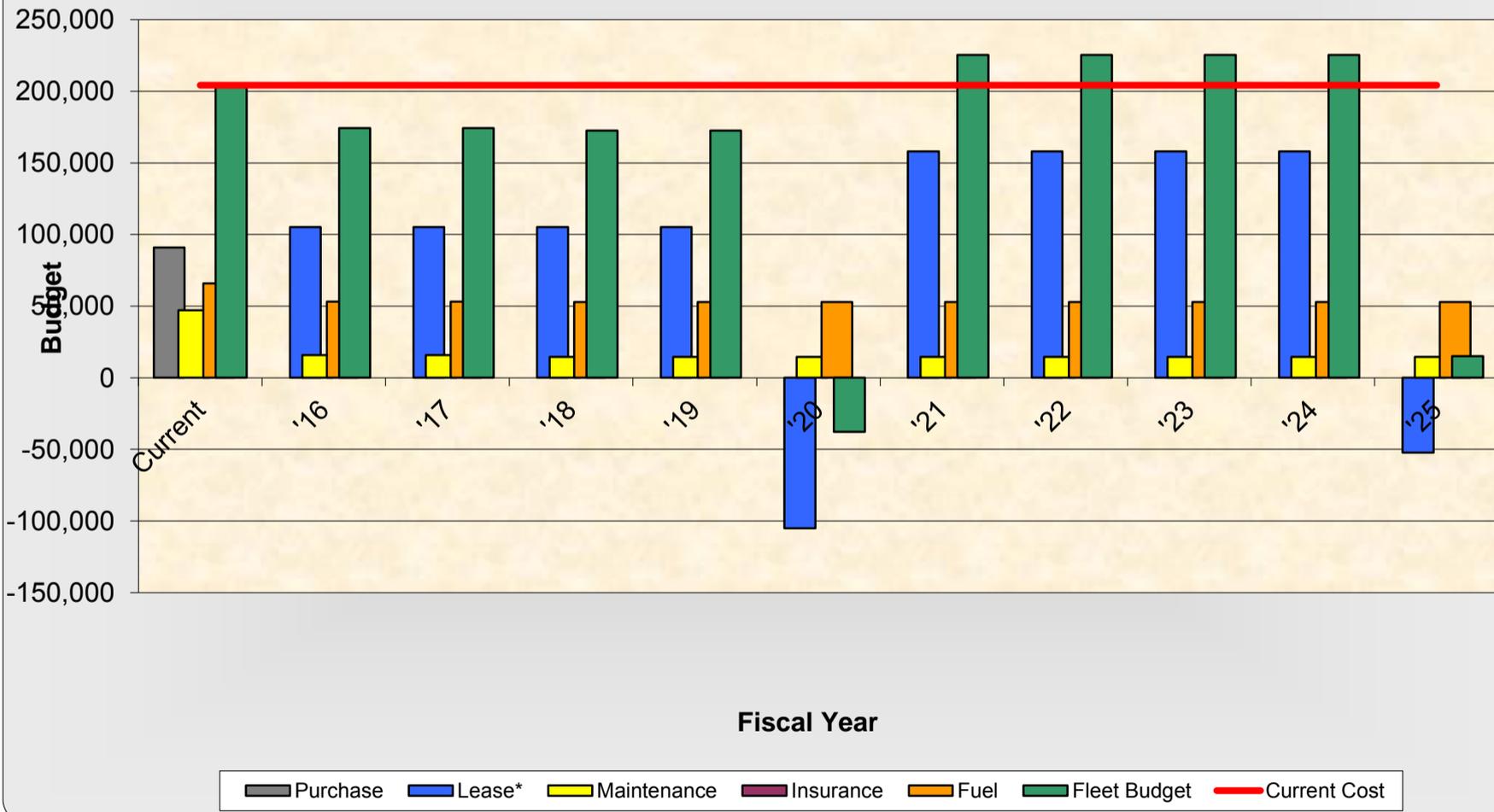


Enterprise
FLEET MANAGEMENT

Current Fleet	34	Fleet Growth	-0.67%	Proposed Fleet	33	10 yr Savings \$469,627 Long Term Avg. Savings \$20,918/yr 10.2%
Current Cycle	10.00	Annual Miles	8,000	Proposed Cycle	5.00	
Current Maint.	\$115.68	Insurance	\$0.00	Proposed Maint.	\$36.65	
Fuel Info	-	MPG	12	Price/Gallon	\$3.00	

Fiscal Year	Fleet Mix				Fleet Cost						Annual Savings
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Maintenance	Insurance	Fuel	Fleet Budget	
Current	34	3.4	34	0	91,041	0	47,197	0	66,000	204,238	0
'16	34	33	1	33	0	105,298	15,902	0	53,188	174,388	29,850
'17	34	0	1	33	0	105,298	15,902	0	53,188	174,388	29,850
'18	33	0	0	33	0	105,298	14,514	0	52,800	172,612	31,626
'19	33	0	0	33	0	105,298	14,514	0	52,800	172,612	31,626
'20	33	0	0	33	0	-105,161	14,514	0	52,800	-37,847	242,085
'21	33	33	0	33	0	158,098	14,514	0	52,800	225,412	-21,174
'22	33	0	0	33	0	158,098	14,514	0	52,800	225,412	-21,174
'23	33	0	0	33	0	158,098	14,514	0	52,800	225,412	-21,174
'24	33	0	0	33	0	158,098	14,514	0	52,800	225,412	-21,174
'25	33	0	0	33	0	-52,361	14,514	0	52,800	14,953	189,285

10 Year Budget Forecast



* Lease Rates are conservative estimates



4845 US Highway 271 North, Pittsburg, Texas 75686

July 25, 2013

Enterprise Fleet Management
1420 W. Mockingbird Lane #640
Dallas, Texas 75247

RE: TIPS VENDOR CONTRACT AWARD

Commodity Category – Fleet Leasing and Management Services
Contract Number - 02072513

Dear Awarded Vendor,

Congratulations! The Interlocal Purchasing System (TIPS) Board of Directors of Region VIII Education Service Center has awarded a contract for Fleet Leasing and Management Services under Contract Number 01072513 to Enterprise Fleet Management. This contract will be in effect from 7/25/13 through 7/25/14. Contracts are renewable annually, if both parties agree, for up to 2 years before awards are rebid with the RFP process. (With the exception of the Commodity Category of Trades, Temporary Labor and Materials which will only have a 12 month contract with no renewals. This commodity category is rebid each 12 months.)

Please Note: Only items submitted on the original proposal can be sold through this contract. If you need to change pricing or add products this can be done through an Addendum to your Awarded Contract. You can only add items that are in the same commodity category. Email the request to add products or change pricing to kthompson@reg8.net.

Awarded Vendor will receive a TIPS Sales Submission Report bi-monthly that will need to be completed and returned to TIPS with the 2% of sales from TIPS Members. We prefer to have a spreadsheet or excel file with the following information: date of purchase, member name, product name, amount, quantity, total amount of sale and 2% due. IT IS A REQUIREMENT THAT WE HAVE BACK UP INFORMATION SUBMITTED WITH THE SUBMISSION CHECK THAT IDENTIFIES THE MEMBER NAME, STATE, SALE AMOUNT, AND the 2% AMOUNT.

Awarded Vendor representatives MUST direct TIPS members to FAX their PO's to TIPS @866-839-8472. TIPS administration office will validate purchase orders and forward by FAX within 2 hours to the appropriate vendor. Should you receive a faxed purchase order direct from a member, please fax a copy to the TIPS office to complete the validation process.

Go to www.tips-usa.com Click on Members then Commodity/Contracts. Take a moment to review the information posted for your company. Notify the TIPS office at 866-839-8477 of any necessary changes.

Individual Awarded Vendors must set up their own TIPS Login and Password. Here are the instructions:

1. Go to www.tips-usa.com/admin/teamlogin.cfm
2. Click on TIPS ADMINISTRATIVE TEAM LOGIN.
3. Click on FORGOT YOUR PASSWORD?
4. Choose your company's name. Enter your name -name must match the Primary Contact's Name on the Awarded Vendor's Contract which is listed on the TIPS Website at www.tips-usa.com (Click on Members. Click on Commodities/Contracts. Click on "All CONTRACTS". Scroll down alphabetically until you find your vendor name then click on it. There you will find listed the Primary Contact's Name and Email Address).
5. Enter Primary Contact's Email Address (must match Primary Contact's email address).
6. An email will be automatically sent to the Vendor Primary Contact's Email Address with a temporary password. After the password is received, Login to: www.tips-usa.com/admin/teamlogin.cfm Enter:
Username: This is the email address
Password: Use the new password that was emailed to the primary contact.
7. After you have successfully logged in the first time, you can change your password. Instructions:
Click on MY ACCOUNT – CHANGE PASSWORD. Then enter the Temporary Password – Enter the New Password – Then Verify the New Password – click on CHANGE IT.

Not all information can be changed by the vendor. If you are not able to update some information, notify the TIPS Office at tips@reg8.net and request a vendor contract change. Some changes may require Board Action through an Addendum to the Vendors Contract. (i.e. name change, product changes, pricing, etc...)

You can also set up additional account users for your company. These users will not have the ability to make changes to the vendor profile. But they will be able to access TIPS Membership Information which will assist them in identifying new members for sales transactions. To SET-UP ADDITIONAL USERS:
Click on Authorized Users – Click on Add Users. Fill in the required fields of information then click ADD.
NOTE: the only person who can set up additional users is the Primary Contact for the Vendor Contract.

TIPS relies on Awarded Vendors to assist in getting new TIPS members. New Members bring in New Sales for all TIPS Awarded Vendors. Membership forms (Interlocal Agreement and Board Resolution) are available at the TIPS website. Click on Members then Click on Membership and scroll down to the appropriate state.

Again, we congratulate and welcome you to TIPS. We look forward to promoting you as a TIPS Awarded Vendor. If you have any questions, you may reach me at 866-839-8477 or by email at TIPS@reg8.net.

Sincerely,

Kim Thompson

TIPS Cooperative Coordinator



RECOGNIZES
Enterprise Fleet Management
As an Awarded Vendor For
Fleet Leasing and Management Services
Contract #1072513

Effective Date through 7/25/13-7/25/14

Renewal Option Year 1 dates:7/25/14-7/25/15
Renewal Option Year 2 dates:7/25/15-7/25/16
Contract due to Publicly Rebid – April of 2016

(annual renewal of vendor contract for consecutive years will be based on sales and service during the contract period)

Dr. Ray Glynn
Executive Director
Region VIII ESC



Visit www.tips-usa.com for details on this Awarded Vendor

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company name	Enterprise Fleet Management
Mailing Address	1420 W. Mockingbird Ln. #640
City/State/Zip	Dallas, TX 75247
Telephone No.	(214) 267-7500
Fax No.	(214) 351-6533
E-mail address	Michael.F.Maguire@efleets.com
Authorized signature	
Printed name	Michael F. Maguire
Position with company	Vice President
Web site	www.efleets.com

Unless otherwise stated, all contracts are for a period of 12 months with an option to renew annually (on the anniversary date of the award) for an additional consecutive two years if agreed to by TIPS/TAPS and the awarded Vendor. Consideration of renewal will be based on vendor sales, contract promotion, member satisfaction and timely payment of to be negotiated with vendor. If Vendor fails to report any sales for a consecutive 12 month period, TIPS/TAPS has the right to terminate the awarded contract at the next renewal date. Vendors will continue to pay the to be negotiated with vendor per PO participation fee for any sales made prior to the termination of a contract even if paid by the member after the date of termination.

Contract Awarded by The Interlocal Purchasing System:

Karen Whitaker
TIPS/TAPS Authorized Signature

7/25/13
Date

Raymond F. Flynn
Approved by Region VIII ESC

7/25/13
Date

Full Term of Contract July 25, 2013 through July 24, 2016
(If both renewals are granted in the two consecutive years following award.)

Sample TIPS/TAPS Membership List

VENDOR CONTRACT

Between Enterprise Fleet Management and
(Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS/TAPS) For Fleet Leasing and Management Services #02072513

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS/TAPS contract, TIPS/TAPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS/TAPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS/TAPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS/TAPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing. (Or for commodity category appropriate for refurbished equipment, products may be "refurbished" but must be clearly represented as refurbished.)

Vendor Support

The Vendor shall provide timely and accurate customer support to TIPS/TAPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

Page 10 of 33

Contracts

All contracts and agreements between Vendors and TIPS/TAPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS/TAPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

- 1.1 Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 1.2 Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS/TAPS program.
- 1.3 The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

All contracts are for a period of one (1) year with an option for renewal for 2 consecutive years before this category is subject to public bid. (Except the Commodity Category of Trades, Temporary Labor and Materials will be a 12 month contract with No Option for Renewal. Trades, Temporary Labor and Materials will go to public bid every 12 months.)

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS/TAPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS/TAPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS/TAPS participant. Each invoice shall include the TIPS/TAPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS/TAPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS/TAPS and the TIPS/TAPS participant.

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

Page 11 of 33

Payments

The TIPS/TAPS members will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS/TAPS and its participating governmental entities that are the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS/TAPS members at a price lower than can be obtained thru the TIPS/TAPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS/TAPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS/TAPS of an increase.

Pricing submitted to TIPS/TAPS will be the base fee. The administrative cost to TIPS shall be negotiated with vendor. Administration fee to be remitted to TIPS/TAPS by the Vendor. (Except for this award for Fleet Leasing and Management Services which will be a flat fee to be negotiated with vendor per purchase order). Vendor will not show adding the fee to be negotiated with vendor to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the to be negotiated with vendor per PO of all sales to TIPS/TAPS on a bi-monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS/TAPS will email a Bi-Monthly Submission Report to each vendor on November, January, March, May, July and September. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS/TAPS contract. Report may be sent to TIPS/TAPS electronically while check for to be negotiated with vendor is mailed. Failure to pay to be negotiated with vendor participation fee will result in termination of contract.

Indemnity

1.1 Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents.

1.2 Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS/TAPS reserves the right to award multiple vendor contracts for commodity categories when deemed in the best interest of the membership. Bidders scoring 80 % or above will be considered for an award. Commodity categories are established at the discretion of TIPS/TAPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS/TAPS is subject to TIPS/TAPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS/TAPS and the Vendor may be construed as a guarantee that TIPS/TAPS participants will submit any orders at any time. TIPS/TAPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS/TAPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS/TAPS may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS/TAPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS/TAPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- o Providing material that does not meet the specifications of the contract;
- o Providing work and/or material that was not awarded under the contract;
- o Failing to adequately perform the services set forth in the scope of work and specifications;
- o Failing to complete required work or furnish required materials within a reasonable amount of time;
- o Failing to make progress in performance of the contract and/or giving TIPS/TAPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- o Performing work or providing services under the contract prior to receiving a TIPS/TAPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS/TAPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

- Purchase orders are issued by participating member to the awarded vendor indicating on the PO "Per TIPS/TAPS Contract". Copy of the PO is faxed to TIPS/TAPS at (866) 839-8472.
- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating member directly.

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales bi-monthly to TIPS/TAPS (unless prior arrangements have been made with TIPS/TAPS to report monthly).

Form of Contract

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS/TAPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS/TAPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS/TAPS's contract with vendor unless and until an authorized representative of TIPS/TAPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS/TAPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS/TAPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

Page 14 of 33

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS/TAPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS/TAPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS/TAPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS/TAPS.

Supplemental agreements

The entity participating in the TIPS/TAPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS/TAPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS/TAPS Member that utilizes this Contract. TIPS/TAPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS/TAPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members.

Notwithstanding the foregoing, in the event that TIPS/TAPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS/TAPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS/TAPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS/TAPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

Page 15 of 33

The specific scope of work for each job shall be determined in advance and in writing between TIPS/TAPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The member having approved and signed an inter-local agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS/TAPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS/TAPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS/TAPS project files, documentation and correspondence.

Any Other Special Terms and Conditions (Not Listed Above) To Be Considered by TIPS/TAPS:

see Section 3) Special Terms and Conditions

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that company is a HUB M/WBE Yes No
(If yes, vendor must provide certificate in Vendor Profile Section of proposal)

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder. Yes No
Vendor's principal place of business is in the city of St. Louis State of Missouri

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached on separate sheet.

1.4. Pricing Information

- 1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No
If answer is no, attach a statement detailing how pricing for TIPS/TAPS participants would be calculated.
- 1.4.2. Pricing submitted includes the to be negotiated with vendor TIPS/TAPS participation fee. Yes No
- 1.4.3. Vendor agrees to remit to TIPS/TAPS the required to be negotiated with vendor participation fee. Yes No
- 1.4.4. Additional discounts to TIPS/TAPS members for bulk quantities? Yes No

Prices are guaranteed for: (Standard Time is "Term of Contract") Term selected will affect scoring.

12 **Month(s);** or **Year(s);** or **Term of Contract**

Vendor contact responsible for collecting sales information and paying the to be negotiated with vendor due to TIPS/TAPS.

Contact person: Vanessa Benavides
Email: Vanessa.V.Benavides@efleets.com
Telephone: (214) 267-7476

1.5. Vendor Service

- 1.5.1. Average shipping time after receipt of customer order is 60-90 working days.
- 1.5.2. Which description best describes your company's position in the distribution channel?
 Manufacturer direct Certified education/government reseller
 Authorized distributor Manufacturer marketing thru reseller
 Value-added reseller Other _____

1.5.3. Company experience in this commodity/category. 56 Years

The Vendor can provide services and/or products to all 50 US States? Yes No

If answer is no, please list which states can be served _____

Company and/or Product Description: (This information will appear on the TIPS/TAPS website for your company, if awarded a TIPS/TAPS contract.) Limit 2500 characters.

see next page

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)



VENDOR PROFILE: COMPANY AND/OR PRODUCT DESCRIPTION

Enterprise Fleet Management is a full-service fleet management business for governmental entities and companies with small and medium-size fleets. Enterprise Fleet Management supplies most makes and models of cars, light- and medium-duty trucks and service vehicles across North America. The company is owned by the Taylor family of St. Louis, who, through regional subsidiaries, also own and operate Enterprise Rent-A-Car's extensive network of more than 5,500 neighborhood and airport branch offices, all located within 15 miles of 90 percent of the U.S. population.

Services offered by Enterprise Fleet Management include:

- Acquisition. Helps businesses acquire fleet vehicles in the most cost effective and efficient manner.
- Funding. Offers flexible terms that can lessen the amount of debt on your company's balance sheet as compared to traditional loans.
- Registration and Renewal. Handles the license and registration process across all 50 states
- Remarketing. Helps businesses sell vehicles across all available channels while ensuring the best market price.
- Online Reporting. Customized reports allow clients to view their data in a way that best suits their needs.
- Maintenance. Offers the industry's most extensive full-maintenance program, extending maintenance coverage to virtually all makes of cars, light duty trucks, and service vehicles, as well as many diesel engine vehicles.
- Fuel Management. Offers one customized card to suit all of your fueling needs authorized for use at most fueling stations around the country.
- Environmental Services. www.drivingfutures.com/fleetmanagement
- Vehicle Cycling/Fleet Optimization
- Emerging Fuel and Engine Technologies
- Offsetting Greenhouse Gas Emissions
- Fleet Emission Footprint Analysis
- Additional services include risk management programs, driver safety program, fleet rental programs, and more.

With 58 fully-staffed offices nationwide, Enterprise Fleet Management has been recognized with the Automotive Service Excellence (ASE) "Blue Seal of Excellence" for 15 consecutive years, an industry record. In addition to winning a 2012 American Business Award for Innovation in Customer Service, Enterprise Fleet Management supports a comprehensive set of environmental initiatives that includes helping customers purchase verifiable greenhouse gas emission offsets by pledging to match a portion of each customer's greenhouse gas offset purchases up to a total match of \$1 million. For more information about Enterprise Fleet Management's environmental stewardship and long-term commitment to the sustainability of the fleet management business, visit <http://drivingfutures.com/fleetmanagement/>. For more information about Enterprise Fleet Management, visit www.efleets.com or call toll free 1-877-23-FLEET.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name not applicable Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Each Awarded Vendor will have 2 contacts listed on the Vendor Profile page of the TIPS/TAPS website. These 2 contacts will answer all sales and general information calls from TIPS/TAPS members and direct them to the appropriate sales person. If vendor is awarded, these 2 contacts must be completely knowledgeable about the TIPS/TAPS contract. Online training by the TIPS/TAPS administration may be required of the 2 contacts listed below. Main Contact and Secondary Contact will remain the same if multiple categories are awarded to the same vendor.

Primary Contact:

Name: Billy Dobosz

Title: Government Marketing Manager

Email: William.J.Dobosz@efleets.com

Phone: (314) 512-5761

Fax: (314) 512-5930

Mobile: (818) 317-0381

Mailing Address: 600 Corporate Park Dr.

City: St. Louis

State/Zip: MO 63105

Secondary Contact:

Name: Kenni Dwyer

Title: Account Exective

Email: Kenni.L.Dwyer@efeets.com

Phone: (214) 267-7516

Fax: (972) 852-9324

Mobile: (469) 995-0240

Mailing Address: 1420 W. Mockingbird Ln. #640

City: Dallas

State/Zip: TX 75247

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the commodity award that you are submitting a proposal for. Words to be included in the Search Engine for my Company are (Limit 500 words): see next page

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this seventh day of June, 2013, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

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

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

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

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

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

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

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

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

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

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

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

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

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

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

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

LESSEE:

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

By:
Title:

By: Michael F. Maguire
Title: Vice President Fleet Management

Address:

Address: 1420 W. Mockingbird Ln. #640
Dallas, TX 75247

Date Signed: _____

Date Signed _____

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

This Addendum is made to the Master Equity Lease Agreement dated the seventh day of June, 2013, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

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

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

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

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

LESSEE:

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

By:
Title:

By: Michael F. Maguire
Title: Vice President Fleet Management

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the seventh day of June, 2013, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and (the "Company").

WITNESSETH:

- 1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

- 2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Lessee's Fleet Manager. If Lessee prefers that EFM handle the damage repair, Lessee agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and lessee agrees to reimburse for repairs as outlined in this agreement. If the lessee desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Lessee.

- 3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

- 4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

- 5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

- 6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet

Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

- 7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
- 8. **FEES:** EFM will charge the Company for the service under this Agreement \$7.00 per month per Card, plus a one time set-up fee of \$0.00.
- 9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____ EFM: Enterprise Fleet Management, Inc.

By: _____ By: Michael F. Maguire
Title: _____ Title: Vice President Fleet Management

Address: _____ Address: 1420 W. Mockingbird Ln. #640
Dallas, TX 75247

Date Signed: _____, _____ Date Signed: _____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this seventh day of June, 2013, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the seventh day of June, 2013, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicles includes a charge for maintenance (the "Covered Vehicle(s)").

3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (li) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:

LESSOR: Enterprise Fleet Management, Inc.

By:
Title:

By: Michael F. Maguire
Title: Vice President Fleet Management

Address:

Address: 1420 W. Mockingbird Ln. #640
Dallas, TX 75247

Attention:

Attention:

Facsimile No.:

Facsimile No.:

Date Signed:

Date Signed

SECTION 5) REFERENCES

REFERENCE ONE

Government/Company Name: City of Chicago

Address: 1685 N. Throop Street, Chicago, IL 60642

Contact Person: Kevin Campbell

Phone: (312) 744-5228 _____

REFERENCE TWO

Government/Company Name: Adams-Arapahoe School District 28J (Aurora Public Schools)

Address: 80 Airport Blvd., Aurora, CO 80011

Contact Person: Scott Benefield

Phone: (303) 326-1986 x28816

REFERENCE THREE

Government/Company Name: Education Service Center Region 12

Address: 2101 W Loop 340 Waco, TX 76712

Contact Person and Title: Terry Marak

Phone: 254-297-1178 Fax: 254-666-0691



SECTION 6) WARRANTY INFORMATION

All vehicles are subject to manufacturer warranty and manufacturer requirements.

SPECIFICATIONS AND PRICING

In General

Specifications may be those developed by TIPS/TAPS and may use wording or terminology by the manufacturer to describe products or services to be provided. TIPS/TAPS specifications will be developed by TIPS/TAPS to indicate minimal standards as to the usage, materials, and contents based on member needs. Manufacturer's specifications (Design Guides), when used by TIPS/TAPS, are to be considered informative to give the vendor information as to the type and kind being requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

1. LEASE REQUIREMENTS

For evaluation purposes, the Member is requiring all Bidders to use the following lease parameters. Upon contract award, the Member will negotiate with the Successful Bidder the appropriate lease parameters the Member deems necessary for each individual vehicle leased.

The following represents the Members's requirements for a lease:

- Three (3) year Open-Ended Lease with no mileage restrictions.
- Vehicles must be depreciated at 1.5% per month with a 10% Residual Book Value.
- Successful Bidder must supply End of Term Balance at the end of the 36-month term.
- List all other applicable fees and charges.
- Maintenance as specified in "Scope of Maintenance" based on 3 years and 36,000 miles.
- Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.

2. SERVICE AND MAINTENANCE REQUIREMENTS

The Member shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repairs are performed to maintain the warranty. As the Member deems necessary it may request maintenance services to be included on select leased vehicles.

Does your company provide a program in which the maintenance costs are billed back to the Member as they occur? YES NO

Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease? YES NO

If yes to either of these questions please include the cost of program(s) in the pricing section and provide detail on program(s) including but not limited to: (See next page)

- Location of facilities that will perform services
- Monitoring, tracking, and service needed notification capabilities / procedures
- Included and excluded items / coverage
- Compatibility with manufacturer's warranty
- Qualification requirements for those performing work on leased vehicles

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.



PS/TAPS Pricing

Equity Lease with 1.25% monthly depreciation

60 Month Equity Lease with 12,000 Annual Miles	Full Maintenance	Physical Damage	Total Payment
\$282.11	\$42.62	\$35.00	\$359.73
\$325.55	\$42.62	\$35.00	\$403.17
\$339.36	\$43.59	\$35.00	\$417.95
\$382.25	\$50.09	\$35.00	\$467.34
\$359.75	\$41.08	\$35.00	\$435.84
\$443.15	\$45.57	\$35.00	\$523.72
\$510.18	\$43.59	\$35.00	\$588.77
\$237.16	\$41.08	\$35.00	\$313.26
\$302.73	\$41.08	\$35.00	\$378.81
\$326.24	\$41.08	\$35.00	\$402.32
\$348.35	\$42.62	\$35.00	\$425.97
\$399.52	\$42.62	\$35.00	\$477.14
\$314.05	\$42.62	\$35.00	\$391.66
\$332.62	\$43.59	\$35.00	\$411.42
\$373.51	\$50.09	\$35.00	\$458.60
\$398.18	\$42.62	\$35.00	\$475.80

Vehicle Type	Selected Year, Make, Model
1/2 Ton Pickup Reg 4x2	2013 Ford F-150 Regular Cab
1/2 Ton Pickup Ext 4x2	2013 Ford F-150 Super Cab
3/4 Ton Pickup Reg 4x2	2014 Ford F-250 Regular Cab
1 Ton Pickup Reg 4x2	2014 Ford F-350 Regular Cab
Full-size Sedan	2014 Ford Taurus
Mid Size SUV 4x4	2014 Ford Explorer
Full Size SUV 4x2	2014 Chevy Tahoe
Compact Sedan	2014 Ford Focus
Mid-size Sedan	2014 Ford Fusion
Compact SUV 4x2	2014 Ford Escape
Mini-van-Cargo	2014 Ford Transit Connect Cargo
Full-size Van-Passenger	2014 Ford E-350
1/2 Ton Van Cargo	2014 Ford E-150 Cargo
3/4 Ton Van Cargo	2014 Ford E-250 Cargo
1 Ton Van Cargo	2014 Ford E-350 Super Duty Cargo
Mini-van-Passenger	2014 Toyota Sienna Passenger

Lease rates are based upon 2013 and 2014 factory ordered pricing and 12,000 miles per year (no taxes included in the rate)

Pricing is guaranteed as long as the vehicle is still being manufactured (pending pricing adjustments from the manufacturer)

Lease rates include: Maintenance with no brakes or tires

Physical Damage rate is pending loss runs and is with \$1000 deductible

Maintenance Management is available for \$7 per month per vehicle, plus the cost of repairs



COPI TAPS Pricing

Equity Lease with 1.50% monthly depreciation

Vehicle Type	Selected Year, Make, Model	36 Month Equity Lease with 12,000 Annual Miles	Full Maintenance	Physical Damage	Total Payment
1/2 Ton Pickup Reg 6x2	2013 Ford F-150 Regular Cab	\$332.73	\$39.17	\$35.00	\$406.90
1/2 Ton Pickup Ext 4x2	2013 Ford F-150 Super Cab	\$384.01	\$39.17	\$35.00	\$458.17
3/4 Ton Pickup Reg 4x2	2014 Ford F-250 Regular Cab	\$400.31	\$39.97	\$35.00	\$475.27
1 Ton Pickup Reg 4x2	2014 Ford F-350 Regular Cab	\$450.93	\$43.10	\$35.00	\$529.03
Full-size Sedan	2014 Ford Taurus	\$424.38	\$37.89	\$35.00	\$497.27
Mid Size SUV 4x4	2014 Ford Explorer	\$522.63	\$41.67	\$35.00	\$599.49
Full Size SUV 4x2	2014 Chevy Tahoe	\$601.94	\$39.97	\$35.00	\$676.91
Compact Sedan	2014 Ford Focus	\$279.69	\$37.89	\$35.00	\$352.58
Mid-size Sedan	2014 Ford Fusion	\$357.07	\$37.89	\$35.00	\$429.96
Compact SUV 4x2	2014 Ford Escape	\$384.82	\$37.89	\$35.00	\$457.71
Minivan-Cargo	2014 Ford Transit Connect Cargo	\$410.92	\$39.17	\$35.00	\$485.09
Full-size Van-Passenger	2014 Ford E-350	\$471.32	\$39.17	\$35.00	\$545.49
1/2 Ton Van Cargo	2014 Ford E-150 Cargo	\$370.43	\$39.17	\$35.00	\$444.59
3/4 Ton Van Cargo	2014 Ford E-250 Cargo	\$392.59	\$39.97	\$35.00	\$467.56
1 Ton Van Cargo	2014 Ford E-350 Super Duty Cargo	\$440.62	\$43.10	\$35.00	\$516.72
Minivan-Passenger	2014 Toyota Sienna Passenger	\$469.74	\$39.17	\$35.00	\$543.91

Lease rates are based upon 2013 and 2014 factory ordered pricing and 12,000 miles per year (no taxes included in the rate)

Pricing is guaranteed as long as the vehicle is still being manufactured (pending pricing adjustments from the manufacturer)

Lease rates include: Maintenance with no brakes or tires

Physical Damage rate is pending loss runs and is with \$1000 deductible

Maintenance Management is available for \$7 per month per vehicle, plus the cost of repairs



ATTN: JOHN DOE
 1234 E MAIN ST.
 ANYWHERE, ZZ 99999

MANAGEMENT REPORT FOR
 G12345

CUSTOMER NAME	PAYF	PAGE
Central City G12345	01/01/XX	1

* DOES NOT INCLUDE RENT DUE

Asset #	Customer ID	Serial #	Driver Name	Start/End	Deliv. Date	Type	License	INS	Use Tax	Delivered Miles	Service Charge	License & Taxes	Depreciation %	Contract Miles	Lease Charge %	Lease Mileage	Business Book Value*
PS9636	DEF	PA7832	GHI	JKL	MNO	PQR	STU	VWX	YZ	10	11	10	12				
ABC	GREEN*ALAN	28	TX B10RPG	2/20/19xx	E48	0	68.41	0.00	17,024.00	170.24	PAID 27	0	1.50	308.29	0.70	66.23	\$3,841.85
DEF	OSBORNE*FRANK	50	MO 397MHB	2/12/19xx	E60	0	68.41	0.00	18,700.00	180.00	PAID 49	0	5.73	413.44	0.93	67.20	\$1,660.78
GHI	MEYERS*FRED	21	KS SSU507	2/28/19xx	E36	0	68.41	0.00	23,885.98	235.84	PAID 20	0	5.21	404.94	0.91	92.34	\$6,025.96
JKL	FRANKLIN*RON	33	MA 255WVK	5/31/19xx	E36	0	68.41	0.00	23,584.98	235.84	PAID 32	0	5.38	441.88	0.91	70.40	\$6,139.69
MNO	DAVIS*MICHAEL	29	KS QBU257	5/8/19xx	E36	0	68.41	0.00	30,635.00	306.35	PAID 28	0	3.19	450.15	0.87	140.43	\$12,052.70
PQR	THOMPSON*SAM	47	KS QCT696	5/16/19xx	E48	0	68.41	0.00	32,714.00	327.14	PAID 46	0	1.25	537.98	0.70	99.22	\$12,998.41
STU	SIMPSON*LINDA	19	MD ENX474	7/19/19xx	E24	0	68.41	0.00	17,784.69	177.84	PAID 18	0	1.80	409.91	0.69	31.55	\$2,726.30
VWX	ROBINS*JOSEPH	21	NY AB327R	8/1/19xx	M48	0	68.91	0.00	0.00	0.00	PAID 20	0	0.00	453.50	0.00	743.40	\$0.00
YZ	CLARK*PATRICIA	21	CA 4GRM026	8/1/19xx	M24	0	68.91	0.00	0.00	0.00	PAID 20	0	0.00	391.08	0.00	386.25	\$0.00
10	FOX*SAMANTHA	21	MA 8854PL	8/1/19xx	M36	0	68.41	0.00	0.00	0.00	PAID 20	0	0.00	413.62	0.00	617.02	\$0.00
11	POOL VEHICLE	23	CA 4AMC098	8/1/19xx	M24	0	0	0.00	0.00	0.00	PAID 22	0	0.00	75,000	0.00	43,749	\$0.00
10	POOL VEHICLE	30	MA 9927BI	8/1/19xx	M36	0	0	0.00	0.00	0.00	PAID 29	0	0.00	75,000	0.00	687.24	\$0.00
12	POOL VEHICLE	30	MI 890MHG	8/1/19xx	M36	0	0	0.00	0.00	0.00	PAID 29	0	0.00	75,000	0.00	687.24	\$0.00

SAMPLE INVOICE

Invoice

Please Remit To:
ENTERPRISE FLEET MANAGEMENT
 Accounts Receivable
 1341 W. Mockingbird Lane Ste 1000E
 Dallas, TX 75247

Page: **1**
 Consolidated Invoice No: **FBND280180**
 Invoice Date: **1/4/20XX**
 Customer Number: **G12345**
 Due upon receipt, late if not paid by 20th day of month

Invoices include only current month items

AMOUNT DUE: \$ **3,006.48**

Customer:
 ABC Manufacturing
 1234 E. Main St.
 Anywhere, ZZ 99999

For more information about the services we offer, please contact your local Account Manager.

For billing questions, please call Amanda McCreery at: 214-351-0313 X 167

Charge Summary

Unit #	Unit Number	Unit Description	Unit Type	Make	Model	Year	Month	Days	1	2	3	4	5	Total
Cost Code	Number	Code	Code	Model	Year	Month	Days	Driver	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous		
12345	HW2358	05/01 - 05/31/03 MONTHLY LEASE CHARGES	04	DODG	B15Q	03	13	John Doe	102.25	140.00	52.89	61.80	755.14	
		04/10/03 LICENSE RENEWAL											61.80	
		Unit Total:							102.25	140.00	52.89	61.80	816.94	
12345	HW3050	04/12 - 04/30/03 PARTIAL MONTH LEASE CHARGES	04	FORD	F150E	04	12	Jane Doe	88.67	140.00	140.00	569.44	628.20	
		05/01 - 05/31/03 MONTHLY LEASE CHARGES	04						140.00				991.90	
		04/23/03 INITIAL CHARGES							228.67				569.44	
		Unit Total:							1,391.43	228.67		569.44	2,189.54	
Total for Customer:													577.44	\$ 3,006.48

Model Invoice Number

- 1 **Example 1**
 HW2358-0503-MR
 HW2358 (Our Unit #)
 0503 (Month & year of billing ie May 2003 (0503))
 MR (Monthly Recurring)
- 2 **Example 2**
 HW2358-0503-MMM
 HW2358 (Our unit #)
 0503 (Month & Year of billing ie May 2003 (0503))
 MMM (Maintenance Management)
- 3 **Example 3**
 03865409-OT
 03865409 (Number assigned to item by system)
 OT (Other)
 Other includes: Parking tickets, license renewals,
 VIP rentals, initial charges, etc.

2 **Maintenance Fee**
 This charge is for our customers enrolled in our Full Maintenance program.

3 **Insurance**
 This charge is for our customers enrolled in our vehicle insurance

4 **Tax /Other charges**
 Some states (Texas not included) have a monthly use tax if the customer chooses not to pay sales tax at time of lease.

5 **Misc**
 Misc charges include parking tickets, license renewals, VIP rentals, etc.

Enterprise Fleet Management Website Redesign

www.enterprisefleet.com

Enterprise Fleet Management has released the next generation of our customer website. With this re-design, our goal is to give our customers the tools and information they need to better manage their fleet of vehicles. Here are just a few highlights of the features available.

Login

To view your fleet information, go to www.enterprisefleets.com and log in on the right hand side of the screen under "Fleet Account Login". If you do not have an account, please contact your Enterprise Fleet Management account representative to set one up for you.

Fleet Account Login

Username:

Password:

[Forgot Username or Password?](#)

Remember me

Reset Password

If you have forgotten your username or password click the "Forgot username or password?" link on the homepage. Simply fill in the email address associated to your online account and a temporary password will be e-mailed to you.

Customizable Dashboard

Your dashboard can be customized by clicking on the green title bar of a dashboard module and dragging and dropping the module into a new location. Additionally the module can be minimized by clicking the orange arrow at the top left of the module. Your view will be saved for your next visit to the dashboard.



EXAMPLE COMPANY
 Customer Number: ABC123 [\(change\)](#)

USER NAME

Dashboard
Reports
Enter Mileage
Requests
Contacts
User Profile

Report Manager

Services Overview

Lease Type	Units
Faculty (open-end)	50
Net (closed-end)	0
Total	50
Maintenance	
Full Maintenance	1
Maintenance Management	40
Enrollment Coverage	
Physical Damage	0
Liability	0

Vehicle Under Status (3 of 3)

Risk Management

Total Repair Costs	\$248.00
Average Cost of Repair	\$20.00

Fuel

Total Spent	\$480.20
-------------	----------

Billing Overview

[View Statement](#) | [View Invoices](#)

Current Statement	
Previous Balance	\$8,000.00
Payments Received	(-\$8,000.00)
Current Month Charges	\$8,000.00
Adjustments	\$0.00
Finance Charges	\$0.00
Statement Totals	\$8,000.00
Current Invoice	
Recurring Charges	\$6,000.00
Non-Recurring Charges	\$2,000.00
Invoice Total	\$8,000.00

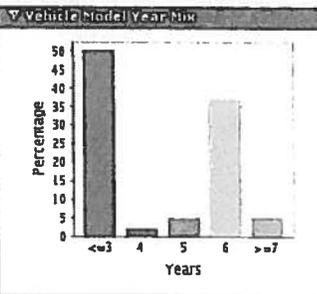
Renewals (1/20)

Renewals	Past	Current	Future
Lease	19	1	2
License	1	0	0
Reminders			
Of Changes	28	0	--

Fleet Mix (1/20)

1/2 Ton Cargo Van	1	(3%)
Cab Chassis	3	(8%)
Coupe	35	(88%)
SUV	11	(3%)
Total Units	50	

Vehicle Model Year Mix



[Enterprise Rent-A-Car Privacy Policy](#)
[Terms of Use](#)
[About Us](#)
© 2008 Enterprise Rent-A-Car



Enter Mileage

Keeping track of business and personal mileage is easy with the Enter Mileage tool. Access it by clicking on the "Enter Mileage" tab. You can enter vehicle mileage on a unit by unit basis or enter them all at once. To enter them one at a time simply choose the unit from the dropdown and click the "Enter Mileage" button. To enter them all at once click the "All Units" link. From there you can tab through all of your vehicles and submit them together. Total miles and personal miles (number or percentage) can be entered. Additionally, previously entered mileage can be updated if necessary.

Online Customized Reports

To view a report simply click the Reports tab. Choose the report you wish to view from the left-side menu. If you choose, your account representative can customize your report to display it the manner you prefer. If this has been done, a "View Customized" link will display at the top right of the report. To return to the default report, simply click the "View Default" link. Customizations include changing the sort order, removing columns, changing column order, and highlighting exception data.

Download

View Customized <input type="button" value="View Default"/>				
Reduced Book Value* (\$)	Contract Mileage	Last Mileage	Mileage Date	
0.00	68100	43844	06/23/2	^
10397.96	N/A	97711	09/26/2	
14187.58	N/A	11230	06/06/2	
7399.81	N/A	65288	09/25/2	

Download

All reports can be downloaded in a PDF, XLS, or CSV format. Click the dropdown labeled "Downloads" at the top-right of the report and choose the format you wish to download.

Print

Quickly print your reports by clicking on the printer icon in the upper-right corner of the report.

Email

All reports, both default and customized, can also be e-mailed as well.



SPECIFICATIONS AND PRICING

In General

Specifications may be those developed by TIPS/TAPS and may use wording or terminology by the manufacturer to describe products or services to be provided. TIPS/TAPS specifications will be developed by TIPS/TAPS to indicate minimal standards as to the usage, materials, and contents based on member needs. Manufacturer's specifications (Design Guides), when used by TIPS/TAPS, are to be considered informative to give the vendor information as to the type and kind being requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

1. LEASE REQUIREMENTS

For evaluation purposes, the Member is requiring all Bidders to use the following lease parameters. Upon contract award, the Member will negotiate with the Successful Bidder the appropriate lease parameters the Member deems necessary for each individual vehicle leased.

The following represents the Members's requirements for a lease:

- Three (3) year Open-Ended Lease with no mileage restrictions.
- Vehicles must be depreciated at 1.5% per month with a 10% Residual Book Value.
- Successful Bidder must supply End of Term Balance at the end of the 36-month term.
- List all other applicable fees and charges.
- Maintenance as specified in "Scope of Maintenance" based on 3 years and 36,000 miles.
- Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.

2. SERVICE AND MAINTENANCE REQUIREMENTS

The Member shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repairs are performed to maintain the warranty. As the Member deems necessary it may request maintenance services to be included on select leased vehicles.

Does your company provide a program in which the maintenance costs are billed back to the Member as they occur? YES NO

Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease? YES NO

If yes to either of these questions please include the cost of program(s) in the pricing section and provide detail on program(s) including but not limited to: (See next page)

- Location of facilities that will perform services
- Monitoring, tracking, and service needed notification capabilities / procedures
- Included and excluded items / coverage
- Compatibility with manufacturer's warranty
- Qualification requirements for those performing work on leased vehicles

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

Page 8 of 33



PRICING: SERVICE AND MAINTENANCE REQUIREMENTS

Location of facilities that will perform services: Enterprise utilizes an extensive network of shops in the local tax base to perform work on TIPS/TAPS member vehicles. There are over 33,800 shops that we already work with in the country, and over 2,500 in the State of Texas.

Monitoring, tracking, and service needed notification capabilities / procedures: Enterprise monitors the utilization of the vehicles by capturing the odometer readings via fuel management and regular oil changes. Based on individual driving patterns, we generate service reminders online that can be pushed via email or the mobile app for smart phone devices by driver.

Compatibility with manufacturer's warranty: Enterprise recommends service to align with manufacturer's recommendations. Our tracking and management ensure vehicles are properly maintained to manufacturer's standards and to minimize the TIPS/TAPS member's liability exposure.

Qualification requirements for those performing work on leased vehicles: Our ASE technicians ensure the proper work is being completed at shops that are properly certified and bonded.

Our ASC Technicians Save You Time and Money

- Enterprise directs your drivers to the closest repair facility able to solve your problem
- Enterprise recommends the most effective repair solution
- Each repair request is scrutinized to reduce over-selling and duplication of repairs
- Driver's do not have to negotiate repairs
- Complete invoice auditing insures the accuracy and authorization of your repair bills

Hands on Approach to Customer Service

- Hard to find parts can be located and shipped overnight to expedite your repairs
- Toll free 800 number access for emergencies and authorizations
- Assistance in managing your warranty and claims
- If a dispute arises, Enterprise will seek out of warranty adjustments for you from the factory
- Comprehensive monthly analysis outlines the actual maintenance and repairs performed

Leverage Our Buying Power

- Local relationships with over 33,800 shops, that are already servicing our more than 1.3 million vehicles
- Competitive rates on repairs

Roadside Assistance Available 24 Hours/Day

- Includes towing, lock-out service, and fuel delivery

Consolidated Billing & Reporting

Full Maintenance Fixed & Inflation Proof

- Includes all routine maintenance and repairs, with the option to include brakes & tires

3. RISK MANAGEMENT / PHYSICAL DAMAGE REQUIREMENTS (Loss of, Theft, or Damage Coverage)

As the Member deems necessary it may request this service to be included in select instances.

Does your company provide this program? YES NO

If yes please include the cost of this program in the pricing section and provide detail on your program including but not limited to: (see next page)

- Deductibles
- Location(s) of service

4. DESCRIPTION/WORK STATEMENT - Project Organization and Management

The Successful Bidder shall establish and maintain an appropriate organizational structure to enable local management of any awarded contract. Documentation supporting the Successful Bidder's ability to service an awarded contract (including but not limited to office locations) should be included with the bid submission. All ordering will originate directly from the Member.

Vehicle Quantities and Locations

The Member fleet targeted to be satisfied by the awarded lease contract consists of the number contracted with vendor. **THIS SHALL BE A NONGUARANTEED AMOUNT CONTRACT.**

The Member reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the Member.

Vehicle Mileage and Term

The Successful Bidder shall be able to support vehicle return and replacement as specified in the awarded contract. The Successful Bidder may propose, and the Member may consent to, a desired timeframe or mileage interval different than levels requested by the Member, if such intervals provide advantages to the Successful Bidder, the Member, or both, such as lower lease prices due to better vehicle resale potential.

Vehicle Inspection

All vehicles leased under the awarded contract shall be inspected, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle.

Condition of Leased Vehicles

Each vehicle furnished under the awarded contract shall be of good quality and in safe operating condition. The Center shall accept or reject the vehicles promptly after receipt. If the Member determines that any vehicle is defective or unsafe at delivery, the Member shall promptly inform the Successful Bidder in writing.



PRICING: RISK MANAGEMENT / PHYSICAL DAMAGE REQUIREMENTS

Physical Damage Coverage: \$35/month per vehicle
Deductible: \$1,000

Rate based on acceptable loss runs.

Location(s) of service: Enterprise Fleet Management leverages its Enterprise Rent A Car company and relationships with local body shops through our insurance replacement business within the local tax base. We only work with shops who are properly certified and bonded, to ensure vehicles are properly repaired. This protects the government entity's risk of exposure and the resale value of the vehicles.

Claims Process-One Call Service

- First report, setting up loaner vehicle (if applicable), facilitating repairs, subrogation against at fault parties

Preferred Direct Repair Shops

- 6,000 shops nationwide
- Volume ensures your vehicles have top priority
- Body shop bills us directly for the entire repair
- Entity doesn't have to pay deductible upfront (billed monthly)
- Vehicle repairs guaranteed for the life of the vehicle
- Reduced labor and/or part rates
- Helps keep premiums down
- Glass Replacement
- No cost star and chip repair
- Reduced pricing through shared discounts

Claims under deductibles

- Save money on repair cost
- Entire repair is billed directly through the Enterprise invoice
- Subrogation against at fault parties
- No charge for service

Aggressive Subrogation Department

- Pursue at fault party first
- Use attorney/collection agencies

No Total Loss Exposure-Gap Coverage

- Settled at Greater of Reduced Book Value or Market Value

No Depreciation of "wear" items-Betterment

- Tires, Engine, Battery

Monthly or Annual Billing

- Consolidation of billing for all repairs
- Fee billed as part of monthly fleet management statement
- No Down payments or finance charges



THE INTERLOCAL PURCHASING SYSTEM

4845 US Highway 271 North, Pittsburg, Texas 75686

July 16, 2015

Enterprise Fleet Management
Billy Dobosz
1420 W. Mockingbird Lne. #640
Dallas, TX 75247

RE: TIPS AWARDED VENDOR ANNUAL CONTRACT RENEWAL

CATEGORY: Fleet Leasing and Emergency Services
CONTRACT NUMBER: 2072513

Dear Awarded Vendor,

The Interlocal Purchasing System (TIPS) has reviewed the above listed Awarded Contract for Annual Renewal. Your contract has been RENEWED for an additional 12 months by the Region 8 Education Service Center Board of Directors.

If you have not reported sales through your TIPS Awarded Contract, please make every effort to promote and encourage TIPS Sales during the next 12 months. Scoring of new awards include a review of previous TIPS sales.

If you have any questions, please contact the TIPS office at 866-839-8477.

Sincerely,

Kim Thompson

Kim Thompson
TIPS Cooperative Coordinator

“Specializing in the Management of High Quality Cooperative Procurement Solutions to reduce Costs and Mitigate Risks!”

REQUEST FOR PROPOSAL DOCUMENT



The Interlocal Purchasing System (TIPS/TAPS)

A Purchasing Support Group available for memberships by Government Entities and Schools in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, (Mississippi – can only use contracts approved by state purchasing department) Missouri, Montana, Nebraska, New Hampshire, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

Authorized By



Region VIII Education Service Center

**Address: 4845 North US Hwy. 271
Pittsburg, Texas 75686**

**Toll-free (866) 839-8477 Fax (866) 839-8472
website: www.tips-usa.com E-mail: tips@reg8.net**

NOTICE TO BIDDERS

Sealed proposals must be addressed to The Interlocal Purchasing System (TIPS/TAPS) and will be received in the TIPS/TAPS Office located at **4845 North US Hwy 271, Pittsburg, TX 75686** (Note: For All Ground Deliveries bidder must send proposal 3 days prior to the deadline to guarantee delivery by 3:00 p.m. on the designated date.)

DEADLINE DATE FOR ALL PROPOSALS TO BE RECEIVED:

Thursday, June 13, 2013 at 3:00 p.m.

NO PROPOSALS WILL BE ACCEPTED AFTER 3:00 p.m. NO EXCEPTIONS!

FOR THE COMMODITY CATEGORY–

FLEET LEASING AND MANAGEMENT SERVICES

RFP/Contract #02072513

About TIPS/TAPS

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

TIPS/TAPS is available for use by all public and private schools, colleges, universities, cities, counties and other government entities in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi (may only use contracts individually approved by state purchasing department), Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

It is the intention of TIPS/TAPS to establish vendor awarded contracts to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded contracts will enable member entities to purchase on an “as needed” basis from competitively awarded contracts with high performance vendors. Bidders are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful bidder(s) for the products submitted.(Unless bidder has submitted inappropriate items for the commodity category. Those items will not be awarded.)
- Awarded contracts will be automatically renewed on the annual contract award date for two-five consecutive year terms (as listed in the original awarded contract), if sales have been successfully reported to TIPS/TAPS and if both parties agree. (**Exception:** There is one commodity category: Trades, Temporary Labor and Materials that will not have an automatic 12 month renewals as this commodity category will be rebid every 12 months and will not be subject to a renewal.)
- TIPS/TAPS reserves the right to award multiple vendors if vendors offer items that are unique or serve different geographic regions and have best value to TIPS/TAPS participating entities.
- This proposal is requested for the benefit of the attached list of members and other new members as they execute Interlocal Agreements.

Benefits of TIPS/TAPS

- Provide entities the opportunity for greater efficiency and economy in acquiring goods and services through competitively bid vendor contracts.
- Provide comprehensive purchasing practices with the insurability of the most competitive contracts.
- Provide competitive priced solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by contracting with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Assist government entities in maintaining the essential controls for budget and accounting purposes.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitively bid process for all TIPS/TAPS Awarded Contracts.

Customer Service

- TIPS/TAPS staff is available to members for assistance in viewing/contacting awarded vendors for commodity categories to make purchases and contract decisions.
- TIPS/TAPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS/TAPS enables vendors to become more efficient and competitive by reducing the number of bids and proposals that require responses to be made to individual districts.

Financing of TIPS/TAPS

- The total cost of the TIPS/TAPS program is funded through a Two Percent (to be negotiated with vendor) participation fee paid to TIPS/TAPS by the participating vendors (or for this particular Fleet

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

Leasing and Management Services it will be to be negotiated with vendor per purchase order). The fee is based on actual vendor invoiced sales.

- TIPS/TAPS does not charge any fee to participating member entity.

Purchasing Procedures

- Contracts are established through open competitive bidding as described by the laws of the states listed where membership by entities is allowable. Purchase orders are issued by participating member entities made payable directly to the Vendor or vendor assigned dealer. Purchase orders are sent to the TIPS/TAPS office where they are reviewed and authorized by the TIPS/TAPS staff and forwarded to the Vendor within one working day.
- Vendors deliver goods/services directly to the participating member entity and then invoice the member entity. The Vendor receives payment directly from the member entity.

SCHEDULE OF AWARD OR RELATED EVENT

Proposal Deadline	Thursday, June 13, 2013 at 3:00 p.m.
Proposal Opening	Thursday, June 13, 2013 beginning at 3:01 p.m.
Proposals Review/Scoring	Friday, June 14, 2013 through July 24, 2013
Proposals Award	July 25, 2013
Award Notifications	Begin posting to TIPS/TAPS Website 7/26/2013 Vendor may call for results after 7/26/2013 Award letters will be mailed to all Awarded Vendors. Non Award letters will be mailed to vendors with No Awards.

How to Submit a Proposal

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

Proposals are to include the information requested in the sequence and format prescribed herein.

Proposals are scored on bidder's ability to follow the requested format. Elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. Any proposal received later than the specified date/time, whether delivered in person or mailed, will be disqualified. **Faxed or electronically submitted proposals will not be accepted.**

Proposal envelopes must be plainly marked with

TIPS/TAPS COMMODITY CATEGORY

FLEET LEASING AND EMERGENCY SERVICES

RFP-CONTRACT #02072513

OPENING DATE and TIME: Thursday, June 13, 2013 at 3:00 p.m.

On the specified time of the Opening Date, TIPS/TAPS will publicly receive, open, and read aloud the names and cities of proposing vendors. TIPS/TAPS reserves the right to waive any informality and/or reject any or all proposals.

PROPOSAL INSTRUCTIONS

1. Only sealed proposals are accepted. Faxed proposals will not be accepted because the fax process does not provide for the delivery of a sealed proposal.
2. Proposals may be submitted on any or all items, unless stated otherwise. TIPS/TAPS reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the participants in TIPS/TAPS and to waive any informality in the proposal process.
3. Deviations to any Terms, Conditions and/or Specifications shall be conspicuously noted in writing by the vendor and shall be included with the proposal.
4. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS/TAPS.
5. Addenda, if required, will be issued by TIPS/TAPS to all those known to have received a complete set of RFP documents at least five working days prior to the opening. The vendor shall acknowledge on the Signature Form any addenda that have been received.
6. Vendors not submitting proposals are requested to notify TIPS/TAPS if they wish to receive RFP's in the future. Failure to do so may result in being deleted from the TIPS/TAPS prospective bidder list.

PROPOSAL FORMAT - BIDDERS PAY CLOSE ATTENTION TO DETAILS LISTED.

Bidders shall submit written proposals in a three ring binder using the following format. Proposals not received in a 3-ring binder could receive -0- points for *proposal format*. All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree.

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

Proposals are to be categorized within the binder with dividers according to the following:

Section	Tab Divider Title
1.	Contract- required
2.	Vendor Profile- required
3.	Special Terms and Conditions- required
4.	Pricing- required
5.	References- required
6.	Warranty Information*if applicable
7.	Vendor Certificates*if applicable
8.	Catalogs*if applicable

Felony Conviction Notice (Required in Texas) -Notification of Criminal History “A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS/TAPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities). In addition to the name of the entity, a contact name and phone number shall be included.

Vendor Certifications

Vendor certifications will include applicable M/WBE and manufacturer certifications for sales and service (if applicable).

AWARD OF CONTRACT TO NONRESIDENT BIDDER - “A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.” *Texas Government Code § 2252.002.*

PROPOSAL SCORING

Scoring of Proposal: Criteria and Relative Weights

A Review Committee will evaluate and score all proposals. Recommendations for award of contracts will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors. TIPS/TAPS will

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

base a recommendation for contract award on several factors. The factors which will be considered in are weighted points in each category as follows:

1. **Purchase price.** (Pricing factors as determined by TIPS/TAPS using a market basket study of randomly selected items.) (20%)
2. **Reputation** of the vendor and the vendor's goods or services. References may be contacted. (10%)
3. **Quality** of the vendor's goods or services. (Including quantity of line items available that are commonly purchased by the entity and electronic on-line catalog, order entry use by and suitability for the entity's needs and quality of catalog(s) for use by entity's employees that do not have electronic access.) (10%)
4. Extent to which the goods or services **meet criteria** outlined in RFP category submitted. (10%)
5. Vendor's **past relationship** with TIPS/TAPS. (10%)
6. Impact on the ability of TIPS/TAPS to comply with laws and rules relating to historically underutilized businesses. **HUB/M-WBE** (10%)
7. The total **long-term cost** to TIPS/TAPS to acquire the vendor's goods or services. Length of price guaranty. (10%)
8. **Delivery time** to the member entity for goods/services. (10%)
9. **Proposal format.** (Vendors ability to follow instructions for submitting proposal.) (10%)

BIDDERS FALLING BELOW AN 80% THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

SAMPLE SCORING GRID

The Interlocal Purchasing System (TIPS) & Texas Arkansas Purchasing System (TAPS) Bid Criteria and Relative Weights

BID CATEGORY: Appropriate Commodity Category will be listed here.

THIS PAGE WILL BE COMPLETED BY TIPS/TAPS REVIEW COMMITTEE

Company Name	Purchase Price	Vendor References	Quality of Goods	Meets Needs	Past Relationship	HUB Impact	Contract TERM	Delivery Time	Proposal Format	Total Points Scored
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										

TIPS/TAPS Authorized Review Representative Signature

Date

Approved by Region VIII ESC Board of Directors

Date

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

SPECIFICATIONS AND PRICING

In General

Specifications may be those developed by TIPS/TAPS and may use wording or terminology by the manufacturer to describe products or services to be provided. TIPS/TAPS specifications will be developed by TIPS/TAPS to indicate minimal standards as to the usage, materials, and contents based on member needs. Manufacturer's specifications (Design Guides), when used by TIPS/TAPS, are to be considered informative to give the vendor information as to the type and kind being requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

1. LEASE REQUIREMENTS

For evaluation purposes, the Member is requiring all Bidders to use the following lease parameters. Upon contract award, the Member will negotiate with the Successful Bidder the appropriate lease parameters the Member deems necessary for each individual vehicle leased.

The following represents the Members's requirements for a lease:

- Three (3) year Open-Ended Lease with no mileage restrictions.
- Vehicles must be depreciated at 1.5% per month with a 10% Residual Book Value.
- Successful Bidder must supply End of Term Balance at the end of the 36-month term.
- List all other applicable fees and charges.
- Maintenance as specified in "Scope of Maintenance" based on 3 years and 36,000 miles.
- Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.

2. SERVICE AND MAINTENANCE REQUIREMENTS

The Member shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repairs are performed to maintain the warranty. As the Member deems necessary it may request maintenance services to be included on select leased vehicles.

Does your company provide a program in which the maintenance costs are billed back to the Member as they occur? YES _____ NO _____

Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease? YES _____ NO _____

If yes to either of these questions please include the cost of program(s) in the pricing section and provide detail on program(s) including but not limited to:

- Location of facilities that will perform services
- Monitoring, tracking, and service needed notification capabilities / procedures
- Included and excluded items / coverage
- Compatibility with manufacturer's warranty
- Qualification requirements for those performing work on leased vehicles

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

3. RISK MANAGEMENT / PHYSICAL DAMAGE REQUIREMENTS (Loss of, Theft, or Damage Coverage)

As the Member deems necessary it may request this service to be included in select instances.

Does your company provide this program? YES _____ NO _____

If yes please include the cost of this program in the pricing section and provide detail on your program including but not limited to:

- Deductibles
- Location(s) of service

4. DESCRIPTION/WORK STATEMENT - Project Organization and Management

The Successful Bidder shall establish and maintain an appropriate organizational structure to enable local management of any awarded contract. Documentation supporting the Successful Bidder's ability to service an awarded contract (including but not limited to office locations) should be included with the bid submission. All ordering will originate directly from the Member.

Vehicle Quantities and Locations

The Member fleet targeted to be satisfied by the awarded lease contract consists of the number contracted with vendor. **THIS SHALL BE A NONGUARANTEED AMOUNT CONTRACT.**

The Member reserves the right to order any amount of leased vehicles and additional services it deems in the best interest of the Member.

Vehicle Mileage and Term

The Successful Bidder shall be able to support vehicle return and replacement as specified in the awarded contract. The Successful Bidder may propose, and the Member may consent to, a desired timeframe or mileage interval different than levels requested by the Member, if such intervals provide advantages to the Successful Bidder, the Member, or both, such as lower lease prices due to better vehicle resale potential.

Vehicle Inspection

All vehicles leased under the awarded contract shall be inspected, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle.

Condition of Leased Vehicles

Each vehicle furnished under the awarded contract shall be of good quality and in safe operating condition. The Center shall accept or reject the vehicles promptly after receipt. If the Member determines that any vehicle is defective or unsafe at delivery, the Member shall promptly inform the Successful Bidder in writing.

VENDOR CONTRACT

Between _____ and
(Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS/TAPS)

For

Fleet Leasing and Management Services #02072513

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS/TAPS contract, TIPS/TAPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS/TAPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS/TAPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS/TAPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing. (Or for commodity category appropriate for refurbished equipment, products may be "refurbished" but must be clearly represented as refurbished.)

Vendor Support

The Vendor shall provide timely and accurate customer support to TIPS/TAPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

Contracts

All contracts and agreements between Vendors and TIPS/TAPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS/TAPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

- 1.1 Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 1.2 Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS/TAPS program.
- 1.3 The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

All contracts are for a period of one (1) year with an option for renewal for 2 consecutive years before this category is subject to public bid. (Except the Commodity Category of Trades, Temporary Labor and Materials will be a 12 month contract with No Option for Renewal. Trades, Temporary Labor and Materials will go to public bid every 12 months.)

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS/TAPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS/TAPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS/TAPS participant. Each invoice shall include the TIPS/TAPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS/TAPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS/TAPS and the TIPS/TAPS participant.

Payments

The TIPS/TAPS members will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS/TAPS and its participating governmental entities that are the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS/TAPS members at a price lower than can be obtained thru the TIPS/TAPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS/TAPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS/TAPS of an increase.

Pricing submitted to TIPS/TAPS will be the base fee. The administrative cost to TIPS shall be negotiated with vendor. Administration fee to be remitted to TIPS/TAPS by the Vendor. (Except for this award for Fleet Leasing and Management Services which will be a flat fee to be negotiated with vendor per purchase order). Vendor will not show adding the fee to be negotiated with vendor to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the to be negotiated with vendor per PO of all sales to TIPS/TAPS on a bi-monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS/TAPS will email a Bi-Monthly Submission Report to each vendor on November, January, March, May, July and September. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS/TAPS contract. Report may be sent to TIPS/TAPS electronically while check for to be negotiated with vendor is mailed. Failure to pay to be negotiated with vendor participation fee will result in termination of contract.

Indemnity

1.1 Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents.

1.2 Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS/TAPS reserves the right to award multiple vendor contracts for commodity categories when deemed in the best interest of the membership. Bidders scoring 80 % or above will be considered for an award. Commodity categories are established at the discretion of TIPS/TAPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS/TAPS is subject to TIPS/TAPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS/TAPS and the Vendor may be construed as a guarantee that TIPS/TAPS participants will submit any orders at any time. TIPS/TAPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS/TAPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS/TAPS may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS/TAPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS/TAPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS/TAPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS/TAPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS/TAPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

- Purchase orders are issued by participating member to the awarded vendor indicating on the PO "Per TIPS/TAPS Contract". Copy of the PO is faxed to TIPS/TAPS at (866) 839-8472.
- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating member directly.

- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales bi-monthly to TIPS/TAPS (unless prior arrangements have been made with TIPS/TAPS to report monthly).

Form of Contract

Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS/TAPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS/TAPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS/TAPS's contract with vendor unless and until an authorized representative of TIPS/TAPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS/TAPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS/TAPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating **“Per TIPS/TAPS Contract”**. The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS/TAPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS/TAPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS/TAPS.

Supplemental agreements

The entity participating in the TIPS/TAPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS/TAPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS/TAPS Member that utilizes this Contract. TIPS/TAPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS/TAPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members.

Notwithstanding the foregoing, in the event that TIPS/TAPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS/TAPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS/TAPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS/TAPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS/TAPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The member having approved and signed an inter-local agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS/TAPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS/TAPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS/TAPS project files, documentation and correspondence.

Any Other Special Terms and Conditions (Not Listed Above) To Be Considered by TIPS/TAPS:

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that company is a HUB M/WBE Yes No
(If yes, vendor must provide certificate in Vendor Profile Section of proposal)

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder. Yes No
Vendor's principal place of business is in the city of _____ State of _____

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached on separate sheet.

1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No

If answer is no, attach a statement detailing how pricing for TIPS/TAPS participants would be calculated.

1.4.2. Pricing submitted includes the to be negotiated with vendor TIPS/TAPS participation fee. Yes No

1.4.3. Vendor agrees to remit to TIPS/TAPS the required to be negotiated with vendor participation fee. Yes No

1.4.4. Additional discounts to TIPS/TAPS members for bulk quantities? Yes No

Prices are guaranteed for: (Standard Time is "Term of Contract") Term selected will affect scoring.

_____ **Month(s); or** _____ **Year(s); or** _____ **Term of Contract**

Vendor contact responsible for collecting sales information and paying the to be negotiated with vendor due to TIPS/TAPS.

Contact person: _____

Email: _____

Telephone: _____

1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is _____ working days.

1.5.2. Which description best describes your company's position in the distribution channel?

Manufacturer direct

Certified education/government reseller

Authorized distributor

Manufacturer marketing thru reseller

Value-added reseller

Other _____

1.5.3. Company experience in this commodity/category. _____ Years

The Vendor can provide services and/or products to all 50 US States? Yes No

If answer is no, please list which states can be served _____

Company and/or Product Description: (This information will appear on the TIPS/TAPS website for your company, if awarded a TIPS/TAPS contract.) Limit 2500 characters.

Primary Contact:

Secondary Contact:

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Mobile: _____

Mobile: _____

Mailing
Address: _____

Mailing
Address: _____

City: _____

City: _____

State/Zip: _____

State/Zip: _____

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the commodity award that you are submitting a proposal for. Words to be included in the Search Engine for my Company are (Limit 500 words): _____

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company name _____
Mailing Address _____
City/State/Zip _____
Telephone No. _____
Fax No. _____
E-mail address _____
Authorized signature _____
Printed name _____
Position with company _____

Web site _____

Unless otherwise stated, all contracts are for a period of 12 months with an option to renew annually (on the anniversary date of the award) for an additional consecutive two years if agreed to by TIPS/TAPS and the awarded Vendor. Consideration of renewal will be based on vendor sales, contract promotion, member satisfaction and timely payment of to be negotiated with vendor. If Vendor fails to report any sales for a consecutive 12 month period, TIPS/TAPS has the right to terminate the awarded contract at the next renewal date. Vendors will continue to pay the to be negotiated with vendor per PO participation fee for any sales made prior to the termination of a contract even if paid by the member after the date of termination.

Contract Awarded by The Interlocal Purchasing System:

TIPS/TAPS Authorized Signature Date

Approved by Region VIII ESC Date

Full Term of Contract July 25, 2013 through July 24, 2016

(If both renewals are granted in the two consecutive years following award.)

Sample TIPS/TAPS Membership List

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

District	State	District	State
A. W. BROWN FELLOWSHIP CHARTER SCHOOL	TX	LOCKNEY ISD	TX
ABERNATHY ISD	TX	LOMETA ISD	TX
ABILENE ISD	TX	LONE OAK ISD	TX
ACADEMY ISD	TX	LONGVIEW ISD	TX
ADA CITY SCHOOLS	OK	LONOKE SCHOOL DISTRICT	AR
ADAIR CO R-1 SCHOOL DISTRICT	MO	LOOP ISD	TX
ADAIR COUNTY R-II SCHOOL DISTRICT	MO	LORAIN ISD	TX
ADRIAN R-III SCHOOL DISTRICT	MO	LORENA ISD	TX
ALBA-GOLDEN ISD	TX	LORENZO ISD	TX
ALBANY SCHOOL DISTRICT	TX	LOUISIANA R-11 SCHOOL DISTRICT	MO
ALDINE ISD	TX	LOVEJOY ISD	TX
ALEDO ISD	TX	LOWREY SCHOOL DISTRICT C-010	OK
ALIEF ISD	TX	LUBBOCK ISD	TX
ALLEN ISD	TX	LUBBOCK-COOPER ISD	TX
ALLEN PUBLIC SCHOOLS	OK	LUEDERS-AVOCA ISD	TX
ALVARADO ISD	TX	LUMBERTON ISD	TX
ALVIN ISD	TX	LYFORD CISD	TX
ALVORD ISD	TX	LYTLE ISD	TX
AMARILLO ISD	TX	MABANK ISD	TX
AMHERST ISD	TX	MACKS CREEK R-V SCHOOL DISTRICT	MO
ANAHUAC ISD	TX	MADILL PUBLIC SCHOOL	OK
ANGLETON ISD	TX	MADISON C-3 SCHOOL DISTRICT	MO
ANNA ISD	TX	MAGAZINE SCHOOL DISTRICT	AR
ANNA, CITY OF	TX	MAGNET COVE SCHOOL DISTRICT	AR
ANSON ISD	TX	MALAKOFF ISD	TX
ANTON ISD	TX	MALTA ISD	TX
AQUILLA ISD	TX	MALVERN SCHOOL DISTRICT	AR
ARANSAS COUNTY ISD	TX	MAMMOTH SPRING SCHOOL DISTRICT	AR
ARCHER CITY ISD	TX	Manor ISD	TX
ARCHIE R-V SCHOOL DISTRICT	MO	MANSFIELD ISD	TX
ARGYLE ISD	TX	MANSFIELD R-IV SCHOOL DISTRICT	MO
ARKADELPHIA SCHOOL DISTRICT	AR	MANSFIELD SCHOOL DISTRICT	AR
ARKANSAS DEPARTMENT OF PARKS & TOURISM	AR	MARBLE FALLS ISD	TX
ARKANSAS SCHOOL BOARD ASSOCIATION	AR	MARE	MO
ARKANSAS STATE UNIVERSITY	AR	MARION C.EARLY R-5 SCHOOL DISTRICT	MO
ARKANSAS TECH UNIVERSITY	AR	MARION COUNTY R-II	MO
ARLINGTON CLASSICS ACADEMY	TX	MARION SCHOOL DISTRICT	AR
ARLINGTON ISD	TX	MARKED TREE SCHOOL DISTRICT	AR
ARMOREL SCHOOL DISTRICT	AR	MARLIN ISD	TX
ASHDOWN SCHOOL DISTRICT	AR	MARMADUKE SCHOOL DISTRICT	AR
ASHER PUBLIC SCHOOLS	OK	MARSHALL ISD	TX
ASPERMONT ISD	TX	MARSHFIELD R-1 SCHOOL DISTRICT	MO

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

ATKINS SCHOOL DISTRICT	AR	MART ISD	TX
ATLANTA ISD	TX	MASON ISD	TX
AUBREY ISD	TX	MAUD ISD	TX
AVALON ISD	TX	May ISD	TX
AVENUE CITY R-IX SCHOOL DISTRICT	MO	MAYNARD SCHOOL DISTRICT	AR
AVERY ISD	TX	MAYPEARL ISD	TX
AVINGER ISD	TX	MAYSVILLE R-I SCHOOL DISTRICT	MO
AZLE ISD	TX	MCALESTER PUBLIC SCHOOLS	OK
AZLEWAY CHARTER SCHOOL	TX	MCALLEN ISD	TX
BAIRD ISD	TX	MCCAMEY ISD	TX
BALLINGER ISD	TX	McCRORY SCHOOL DISTRICT	AR
BANGS ISD	TX	MCKINNEY ISD	TX
BANQUETE ISD	TX	MCKINNEY, CITY OF	TX
BARTON-LEXA SCHOOL DISTRICT	AR	MCLENNAN COUNTY JUNIOR COLLEGE	TX
BASTROP ISD	TX	MCLEOD ISD	TX
BATESVILLE SCHOOL DISTRICT	AR	MEADOW HEIGHTS R-II SCHOOL DISTRICT	MO
BAUXITE SCHOOL DISTRICT	AR	MEADOW ISD	TX
BAY SCHOOL DISTRICT	AR	MELBOURNE SCHOOL DISTRICT	AR
BEARDEN SCHOOL DISTRICT	AR	MELISSA ISD	TX
BEAUMONT ISD	TX	MEMPHIS ISD	TX
BECKVILLE ISD	TX	MENA SCHOOL DISTRICT	AR
BEEBE SCHOOL DISTRICT	AR	MERCEDES ISD	TX
BEGGS SCHOOLS	OK	MERKEL ISD	TX
BELL COUNTY	TX	MESQUITE ISD	TX
BELLEVUE ISD	TX	METRO CHARTER ACADEMY	TX
BELLS ISD	TX	METRO MATH & SCIENCE	TX
BELLVILLE ISD	TX	MIAMI R-1 SCHOOL	MO
BENJAMIN ISD	TX	MIAMI R-1 SCHOOL (MIAMI)	MO
BENNINGTON PUBLIC SCHOOLS	OK	MIDLAND SCHOOL DISTRICT	AR
BENTON COUNTY SCHOOL OF THE ARTS	AR	MIDLOTHIAN ISD	TX
BENTON SCHOOL DISTRICT	AR	MID-SOUTH COMMUNITY COLLEGE	AR
BERNIE R-XIII SCHOOLS	MO	MIDWAY ISD	TX
BERRYVILLE SCHOOL DISTRICT	AR	MIDWESTERN STATE UNIVERSITY	TX
BEVIER C-4 SCHOOL DISTRICT	MO	MILFORD ISD	TX
BEXAR COUNTY	TX	MILLER GROVE ISD	TX
BIG SANDY ISD	TX	MILLSAP ISD	TX
BIRDVILLE ISD	TX	MINERAL WELLS ISD	TX
BISMARCK SCHOOL DISTRICT	AR	MISSION CISD	TX
BLACK ROCK SCHOOL DISTRICT	AR	MONITEAU R-V SCHOOL DISTRICT	MO
BLACKWELL ISD	TX	MONTAGUE ISD	TX
BLANCO ISD	TX	MONTGOMERY COUNTY	TX
BLAND ISD	TX	MONTGOMERY ISD	TX
BLEVINS SCHOOL DISTRICT	AR	MONTICELLO SCHOOL DISTRICT	AR

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

BLOOMBURG ISD	TX	MONTROSE R-XIV SCHOOL DISTRICT	MO
BLUE RIDGE ISD	TX	MOORELAND PUBLIC SCHOOL	OK
BLUFF DALE ISD	TX	MORAN ISD	TX
BLUM ISD	TX	MORGAN ISD	TX
BLYTHEVILLE SCHOOL DISTRICT	AR	MORGAN MILL ISD	TX
BOERNE ISD	TX	MORTON ISD	TX
BOLES ISD	TX	MOTLEY COUNTY	TX
BOLING ISD	TX	MOTLEY COUNTY ISD	TX
BOLIVAR R-1 SCHOOL DISTRICT	MO	MOUNT IDA SCHOOL DISTRICT	AR
BONCL R-X SCHOOL	MO	MOUNT PLEASANT CHRISTIAN SCHOOL	TX
BONHAM ISD	TX	MOUNT PLEASANT ISD	TX
BOOKER ISD	TX	MOUNT VERNON - ENOLA SCHOOL DISTRICT	AR
BOONEVILLE SCHOOL DISTRICT	AR	MOUNT VERNON ISD	TX
BORDEN COUNTY ISD	TX	MOUNTAIN HOME SCHOOL DISTRICT	AR
BORGER ISD	TX	MOUNTAIN PINE SCHOOL DISTRICT	AR
BOWIE COUNTY	TX	MOUNTAIN VIEW SCHOOL DISTRICT	AR
BOWIE ISD	TX	MOUNTAIN VIEW-GOTEBO SCHOOL DISTRICT	OK
BOWLING GREEN R-I SCHOOL DISTRICT	MO	MOUNTAINBURG PUBLIC SCHOOL	AR
BOYD ISD	TX	MUENSTER ISD	TX
BOYS RANCH ISD	TX	MULESHOE ISD	TX
BRADFORD SCHOOL DISTRICT	AR	MULLIN ISD	TX
BRADLEY SCHOOL DISTRICT	AR	MUNDAY ISD	TX
BRADY ISD	TX	MURFREESBORO SCHOOL DISTRICT	AR
BRAZOS RIVER CHARTER SCHOOL	TX	NEA CO-OP	AR
BRECKENRIDGE ISD	TX	NEDERLAND ISD	TX
BRIDGE CITY ISD	TX	NEMO VISTA SCHOOL DISTRICT	AR
BRIDGEPORT ISD	TX	NETTLETON SCHOOL DISTRICT	AR
BRINKLEY SCHOOL DISTRICT	AR	NEVADA SCHOOL DISTRICT	AR
BROCK ISD	TX	NEW BOSTON ISD	TX
BRONTE ISD	TX	NEW BRAUNFELS ISD	TX
BROOKELAND ISD	TX	NEW CANEY ISD	TX
BROOKESMITH ISD	TX	NEW DEAL ISD	TX
BROOKLAND SCHOOL DISTRICT	AR	NEW DIANA ISD	TX
BROWNFIELD ISD	TX	NEW HOME ISD	TX
BROWNSBORO	TX	NEW SUMMERFIELD ISD	TX
BROWNSVILLE ISD	TX	NEWCASTLE ISD	TX
BRUCEVILLE-EDDY ISD	TX	NEWPORT SPECIAL SCHOOL DISTRICT	AR
BRUNO-PYATT SCHOOL DISTRICT	AR	NEWTON ISD	TX
BRYAN INDEPENDENT SCHOOL DISTRICT	TX	NIXON-SMILEY CONS ISD	TX
BRYANT SCHOOL DISTRICT	AR	NOCONA ISD	TX
BRYANT SCHOOL DISTRICT	AR	NORBORNE R-VIII SCHOOL DISTRICT	MO
BRYSON ISD	TX	NORTH ARKANSAS COLLEGE	AR
BUNA ISD	TX	NORTH DAVIESS R-III SCHOOL DISTRICT	MO

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

BURKBURNETT ISD	TX	NORTH HARRISON R-III SCHOOL DISTRICT	MO
BURKEVILLE ISD	TX	NORTH HOPKINS ISD	TX
BURLESON ISD	TX	NORTH LAMAR ISD	TX
BURNET CONS ISD	TX	NORTH LITTLE ROCK SCHOOL DISTRICT	AR
BUTLER R-V SCHOOL DISTRICT	MO	NORTH PLATTE R-I SCHOOL DISTRICT	MO
BYERS ISD	TX	NORTH SIDE ISD	TX
CABOT SCHOOL DISTRICT	AR	NORTH ST. FRANCOIS COUNTY R-I SCHOOL DISTRICT	MO
CADDO HILLS SCHOOL DISTRICT	AR	NORTHEAST INDEPENDENT SCHOOL DISTRICT	TX
CADDO MILLS ISD	TX	NORTHEAST TEXAS COMMUNITY COLLEGE-MT. PLEASEANT	TX
CADDO PUBLIC SCHOOLS	OK	NORTHEAST VERNON COUNTY R-I SCHOOL DISTRICT	MO
CAINSVILLE R-1 SCHOOL	MO	Northside ISD	TX
CALERA PUBLIC SCHOOL	OK	NORTHWEST ARKANSAS COMMUNITY COLLEGE	AR
CALLISBURG ISD	TX	Northwest Arkansas Education Service Center	AR
CAMERON COUNTY	TX	NORTHWEST ISD	TX
CAMPBELL ISD	TX	NORTHWESTERN R-1 SCHOOL DISTRICT	MO
CAMPBELL R-II SCHOOL DISTRICT	MO	NORTHWOOD R-IV SCHOOL DISTRICT	MO
CANADIAN ISD	TX	NOTRE DAME CATHOLIC SCHOOL	TX
CANADIAN SCHOOL DISTRICT I-002	OK	NOVA OAK CLIFF SCHOOL	TX
CANTON ISD	TX	NOVICE ISD	TX
CANUTILLO ISD	TX	O.U.R. EDUCATIONAL COOPERATIVE	AR
CARRIZO SPRINGS CONS ISD	TX	O'DONNELL ISD	TX
CARROLL ISD	TX	OGLESBY ISD	TX
CARROLLTON-FARMERS BRANCH ISD	TX	OLNEY ISD	TX
CARTHAGE ISD	TX	OLTON ISD	TX
CASTLE HILLS FIRST BAPTIST SCHOOL	TX	OMAHA SCHOOL DISTRICT	AR
CASTLEBERRY ISD	TX	ORAN R-3 SCHOOL DISTRICT	MO
CATOOSA PUBLIC SCHOOL DISTRICT I-002	OK	ORANGEFIELD ISD	TX
CAVE CITY SCHOOL DISTRICT	AR	ORENDA CHARTER SCHOOLS	TX
CAYUGA ISD	TX	OROS	OK
CEDAR HILL ISD	TX	OSAGE COUNTY R-II SCHOOL DISTRICT	MO
CEDAR RIDGE CHARTER- "CLOSED"	TX	OSCEOLA COMMUNICATION, ART & BUSINESS	AR
CEDAR RIDGE SCHOOL DISTRICT	AR	OSCEOLA SCHOOL DISTRICT (AR)	AR
CELESTE ISD	TX	OSCEOLA SCHOOL DISTRICT (MO)	MO
CELINA ISD	TX	OTTERVILLE R-VI SCHOOL DISTRICT	MO
CENTERPOINT SCHOOL DISTRICT	AR	OUACHITA RIVER SCHOOL DISTRICT	AR
CENTERVILLE ISD	TX	OUACHITA SCHOOL DISTRICT	AR
CENTRAL ISD	OK	OUACHITA TECHNICAL COLLEGE	AR
CHAPEL HILL ISD	TX	OVERTON ISD	TX
CHAPEL HILL ISD-TYLER	TX	OZARK SCHOOL DISTRICT	AR
CHARLESTON SCHOOL DISTRICT	AR	OZARKA COLLEGE	AR
CHECOTAH ISD #19	OK	PADUCAH ISD	TX
CHEROKEE ISD	TX	PAINT CREEK ISD	TX
CHESTER ISD	TX		

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

CHICKASHA SCHOOL DISTRICT 26 I-001	OK	PAINT ROCK ISD	TX
CHICO ISD	TX	PALESTINE-WHEATLEY SCHOOL DISTRICT	AR
CHILDRESS ISD	TX	PALMER ISD	TX
CHILHOWEE R-IV SCHOOL DISTRICT	MO	PALO PINTO ISD	TX
CHILLICOTHE ISD	TX	PAMPA ISD	TX
CHINA SPRING ISD	TX	PAMPA, CITY OF	TX
CHISUM ISD	TX	PANHANDLE ISD	TX
CISCO ISD	TX	PARADIGM ACCELERATED SCHOOL	TX
CITY OF TEXAS CITY	TX	PARADISE ISD	TX
CITY VIEW ISD	TX	PARAGOULD SCHOOL DISTRICT	AR
CLARKSVILLE ISD	TX	PARIS ISD	TX
CLAUDE ISD	TX	PARIS JUNIOR COLLEGE	TX
CLEAR CREEK ISD	TX	PARIS R-II SCHOOL DISTRICT	MO
CLEBURNE ISD	TX	PARIS SCHOOL DISTRICT	AR
CLIFTON ISD	TX	PARKERS CHAPEL SCHOOL DISTRICT	AR
CLINT ISD	TX	PASADENA ISD	TX
CLINT ISD	TX	PATTON SPRINGS ISD	TX
CLYDE SCHOOL DISTRICT	TX	PEA RIDGE SCHOOL DISTRICT	AR
COLBERT PUBLIC SCHOOLS	OK	PEASTER ISD	TX
COLDSRING-OAKHURST CISD	TX	PEMISCOT COUNTY R-3 SCHOOL DISTRICT	MO
COLEMAN ISD	TX	PERRIN-WHITT CISD	TX
COLLEGE OF THE MAINLAND	TX	PERRYVILLE SCHOOL DISTRICT	AR
COLLIN COUNTY	TX	PETERSBURG ISD	TX
COLLINSVILLE ISD	TX	Petrolia ISD	TX
COLORADO ISD	TX	PEWITT ISD	TX
COLUMBIA-BRAZORIA ISD	TX	PHARR, CITY OF	TX
COLUMBUS ISD	TX	Pharr-San Juan-Alamo ISD	TX
COMANCHE ISD	TX	PHELPS COUNTY R-3 SCHOOL DISTRICT	MO
COMMERCE ISD	TX	PIGGOTT SCHOOL DISTRICT	AR
COMMERCE SCHOOL DISTRICT	OK	PILOT POINT ISD	TX
COMMUNITY ISD	TX	PINE BLUFF SCHOOL DISTRICT	AR
COMMUNITY R-VI SCHOOL DISTRICT	MO	PINE TREE ISD	TX
COMO-PICKTON CISD	TX	PITTSBURG ISD	TX
COMSTOCK ISD	TX	PITTSBURG SCHOOL DISTRICT I-063	OK
CONCORD SCHOOL DISTRICT	AR	PLAINS ISD	TX
CONCORDIA R-2 SCHOOL DISTRICT	MO	PLAINVIEW ISD	TX
CONWAY SCHOOL DISTRICT	AR	PLANO ISD	TX
COOPER COUNTY R-IV SCHOOL DISTRICT	MO	PLANO, CITY OF	TX
COOPER ISD	TX	PLATO R-V SCHOOL DISTRICT	MO
COPPELL ISD	TX	PLEASANT GROVE ISD	TX
COPPERAS COVE ISD	TX	PLEASANT HOPE R-1 SCHOOL DISTRICT	MO
CORDELL SCHOOL DISTRICT I-78	OK	POCAHONTAS SCHOOL DISTRICT	AR
CORNING SCHOOL DISTRICT	AR	POINSETT SCHOOL DISTRICT	AR

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

COTTER SCHOOL DISTRICT	AR	PONDER ISD	TX
COTTON CENTER ISD	TX	POOLVILLE ISD	TX
COTULLA ISD	TX	PORT ARTHUR ISD	TX
COUNTY LINE SCHOOL	AR	PORT NECHES-GROVES ISD	TX
COUPLAND ISD	TX	POST ISD	TX
COVENANT KEEPERS COLLEGE	AR	POTTER, COUNTY OF	TX
COVINGTON ISD	TX	POTTSBORO ISD	TX
CRANDALL ISD	TX	POTTSVILLE SCHOOL DISTRICT	AR
CRAWFORD ISD	TX	POYEN SCHOOL DISTRICT	AR
CROCKETT Co. CCSD	TX	PRAIRIE LEA ISD	TX
CROSBYTON CISD	TX	PRAIRIE VALLEY ISD	TX
CROSS COUNTY SCHOOL DISTRICT	AR	PRAIRILAND ISD	TX
CROSS PLAINS ISD	TX	PRESCOTT SCHOOL DISTRICT	AR
CROSSETT SCHOOL DISTRICT	AR	PRINCETON ISD	TX
CROWELL ISD	TX	PROSPER ISD	TX
CROWLEY ISD	TX	PULASKI COUNTY SPECIAL SCHOOL DISTRICT	AR
CROWLEY'S RIDGE EDUCATIONAL CO-OP	AR	QUANAH ISD	TX
CUMBY ISD	TX	QUEEN CITY ISD	TX
CUSHMAN SCHOOL DISTRICT	AR	QUINLAN ISD	TX
CUTTER MORNING STAR SCHOOL DISTRICT	AR	QUITMAN ISD - TX	TX
CYRIL SCHOOL DISTRICT I-064	OK	QUITMAN SCHOOL DISTRICT	AR
DAINGERFIELD-LONE STAR ISD	TX	RAINS ISD	TX
DALLAS CAN ACADEMY CHARTER SCHOOL	TX	RALLS ISD	TX
DALLAS COMMUNITY CHARTER SCHOOL	TX	RANDOLPH FIELD ISD	TX
DALLAS COUNTY JUVENILE JUSTICE CHARTER SCHOOL	TX	RANGER ISD	TX
DALLAS COUNTY R-I SCHOOL DISTRICT	MO	RATTAN PUBLIC SCHOOLS	OK
DALLAS COUNTY SCHOOLS	TX	RAYMONDVILLE ISD	TX
DALLAS ISD	TX	RECTOR SCHOOL DISTRICT	AR
DANVILLE SCHOOL DISTRICT	AR	RED LICK ISD	TX
DARDANELLE SCHOOL DISTRICT	AR	RED OAK ISD	TX
DAWSON EDUCATION CO-OP	AR	REDWATER ISD	TX
DAWSON ISD	TX	RICE ISD	TX
DECATUR ISD	TX	RICH HILL R-IV SCHOOL DISTRICT	MO
DECATUR SCHOOL DISTRICT	AR	RICHARD MILBURN ACADEMY	TX
DEER PARK ISD	TX	RICHARDSON ISD	TX
DEKALB ISD	TX	RICHLAND SPRINGS ISD	TX
DEL RIO, CITY OF	TX	Rio Brazos Education Cooperative	TX
DEL VALLE ISD	TX	RIO HONDO ISD	TX
DeLeon ISD	TX	RIO VISTA ISD	TX
DELIGHT SCHOOL DISTRICT	AR	RISING STAR ISD	TX
DELTA C-7 SCHOOL DISTRICT	MO	RIVERCREST ISD	TX
DENISON ISD	TX	RIVERSIDE SCHOOL DISTRICT	AR
		ROBERT LEE ISD	TX

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

DENTON ISD	TX	ROBY CISD	TX
DENTON, COUNTY OF	TX	ROCK CREED PUBLIC SCHOOLS	OK
DENVER CITY ISD	TX	ROCKDALE ISD	TX
DEQUEEN SCHOOL DISTRICT	AR	ROCKSPRINGS ISD	TX
DEQUEEN-MENA EDUCATION COOP	AR	ROCKWALL COUNTY OF	TX
DERMOTT SCHOOL DISTRICT	AR	ROCKWALL ISD	TX
DESOTO ISD	TX	ROCKWALL, CITY OF	TX
DETROIT ISD	TX	ROFF PUBLIC SCHOOL	OK
DEW ISD	TX	ROGERS INDEPENDENT SCHOOL DISTRICT	TX
DEWEYVILLE ISD	TX	ROGERS SCHOOL DISTRICT	AR
DICKINSON ISD	TX	ROLAND PUBLIC SCHOOLS	OK
DIERKS SCHOOL DISTRICT	AR	ROLLA, CITY OF	MO
DIME BOX ISD	TX	ROOSEVELT ISD	TX
DODD CITY ISD	TX	ROPES ISD	TX
DREW CENTRAL SCHOOL DISTRICT	AR	ROSCOE ISD	TX
DRIPPING SPRINGS ISD	TX	ROTAN ISD	TX
DRISCOLL ISD	TX	ROXTON ISD	TX
DUBLIN ISD	TX	ROYSE CITY ISD	TX
DUMAS SCHOOL DISTRICT	AR	RULE ISD	TX
DUNCANVILLE ISD	TX	RUSK ISD	TX
EAGLE ADVANTAGE SCHOOL	TX	RUSSELLVILLE SCHOOL DISTRICT	AR
EAGLE MT-SAGINAW ISD	TX	RYLIE ACADEMY CHARTER SCHOOL	TX
EAGLE PROJECT	TX	S AND S CONS ISD	TX
EARLE SCHOOL DISTRICT	AR	SABINE ISD	TX
EAST CHAMBERS ISD	TX	SABINE PASS ISD	TX
EAST END SCHOOL DISTRICT	AR	SACHSE, CITY OF	TX
EAST FORT WORTH MONTESSORI ACADEMY	TX	SAINT JO ISD	TX
EAST POINSETT CO. SCHOOL DISTRICT	AR	SALEM PUBLIC SCHOOLS	AR
EASTLAND ISD	TX	SALEM R-80 SCHOOL DISTRICT	MO
ECTOR COUNTY ISD	TX	SALISBURY R-IV SCHOOL DISTRICT	MO
ECTOR ISD	TX	SALTILLO ISD	TX
EDEN PARK ACADEMY	TX	SAM RAYBURN ISD	TX
EDGEWOOD ISD	TX	SAN ANGELO ISD	TX
EDUCATION SERVICE CENTER, III	TX	SAN FELIPE DEL RIO CISD	TX
EDUCATION SERVICE CENTER, REGION I	TX	SAN JACINTO COMMUNITY COLLEGE	TX
EDUCATION SERVICE CENTER, REGION V	TX	SANDS CISD	TX
EDUCATION SERVICE CENTER, REGION VIII	TX	SANGER ISD	TX
EDUCATION SERVICE CENTER, REGION X	TX	SANTO ISD	TX
EDUCATION SERVICE CENTER, REGION XI	TX	SAVOY ISD	TX
EDUCATION SERVICE CENTER, REGION XII	TX	SCHERTZ-CIBOLO-U CITY ISD	TX
EDUCATION SERVICE CENTER, REGION XIII	TX	SCHULENBURG ISD	TX
EDUCATION SERVICE CENTER, REGION XIV	TX	SCHUYLER R-1 SCHOOL DISTRICT	MO
EDUCATION SERVICE CENTER, REGION XIX	TX	SCOTLAND COUNTY R-1 SCHOOL DISTRICT	MO

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

EDUCATION SERVICE CENTER, REGION XV	TX	SCURRY-ROSSER ISD	TX
EDUCATION SERVICE CENTER, REGION XVI	TX	SEAGRAVES ISD	TX
EDUCATION SERVICE CENTER, REGION XVII	TX	SEARC ESC	AR
EDUCATION SERVICE CENTER, VI	TX	SEARCY SPECIAL SCHOOL	AR
EDUCATION SERVICE CENTER, XX	TX	SEDALIA SCHOOL DISTRICT #200	MO
EDUCATION SERVICE CENTER, REGION IX	TX	SEILING PUBLIC SCHOOLS	OK
EL DORADO SCHOOL DISTRICT	AR	SEMINOLE ISD	TX
EL DORADO SPRINGS R-II	MO	SENATH-HORNERSVILLE C-8	MO
EL SHADDAI WORLD OUTREACH CENTER	TX	SEYMOUR ISD	TX
ELAINE SCHOOL DISTRICT	AR	SHALLOWATER ISD	TX
ELECTRA ISD	TX	SHELDON ISD	TX
ELGIN ISD	TX	SHERIDAN SCHOOL DISTRICT	AR
ENNIS ISD	TX	SHERMAN ISD	TX
ERA ISD	TX	SHIRLEY SCHOOL DISTRICT	AR
ERATH EXCELS ACADEMY INC	TX	SIDNEY ISD	TX
EULA ISD	TX	SILSBEE ISD	TX
EVADALE ISD	TX	SIMMS ISD	TX
EVANT ISD	TX	SIVELLS BEND ISD	TX
EVERMAN ISD	TX	SLATON ISD	TX
EXCEL ACADEMY	TX	SLIDELL ISD	TX
FAIR GROVE R-10 SCHOOL DISTRICT	MO	SMACKOVER SCHOOL DISTRICT	AR
FAIRFIELD ISD	TX	SMITHTON RVI SCHOOL DISTRICT	MO
FANNIN, COUNTY OF	TX	SMYER ISD	TX
FANNINDEL ISD	TX	SNYDER ISD	TX
FARGO PUBLIC SCHOOLS	OK	SOMERSET ISD	TX
FARMERSVILLE ISD	TX	SONORA ISD	TX
FARMINGTON R-7 SCHOOL DISTRICT	MO	SOUTH MISSISSIPPI COUNTY SCHOOL DISTRICT	AR
FARMINGTON SCHOOL DISTRICT	AR	SOUTH NODAWAY R-IV SCHOOLS	MO
FERRIS ISD	TX	SOUTH SAN ANTONIO ISD	TX
FIRST LUTHERAN CHRISTIAN SCHOOL (AR)	AR	SOUTH SIDE BEE BRANCH SCHOOL DISTRICT	AR
FLATONIA ISD	TX	SOUTHEAST ARKANSAS COLLEGE	AR
FLIPPIN SCHOOL DISTRICT	AR	SOUTHEAST ARKANSAS EDUCATION CO-OP	AR
FLORESVILLE ISD	TX	SOUTHERN REYNOLDS R-II ELLINGTON	MO
FLOYDADA ISD	TX	SOUTHLAND ISD	TX
FORDYCE SCHOOL DISTRICT	AR	SOUTHSIDE ISD	TX
FOREMAN SCHOOL DISTRICT	AR	SOUTHSIDE SCHOOL DISTRICT	AR
FORESTBURG ISD	TX	SOUTHWEST ARKANSAS EDUCATION CO-OP	AR
FORNEY ISD	TX	Southwest ISD	TX
FORREST CITY SCHOOL DISTRICT	AR	SPIRO PUBLIC SCHOOLS	OK
FORT SMITH SCHOOL DISTRICT	AR	SPLENDORA ISD	TX
FORT WORTH ACADEMY OF FINE ARTS	TX	SPRING BRANCH ISD	TX
FORT WORTH CAN ACADEMY	TX	SPRING HILL ISD	TX
FORT WORTH ISD	TX	SPRING HILL SCHOOL DISTRICT	AR

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

FOUKE SCHOOL DISTRICT	AR	SPRINGLAKE-EARTH ISD	TX
FOUNTAIN LAKE SCHOOL DISTRICT	AR	SPRINGTOWN ISD	TX
FREDERICK PUBLIC SCHOOL	OK	SPUR ISD	TX
FRENSHIP ISD	TX	ST. JOSEPH, THE SCHOOL DISTRICT OF	MO
FRISCO ISD	TX	ST. LOUIS COUNTY LIBRARY DISTRICT	MO
FRISCO, CITY OF	TX	ST.ELIZABETH ANN SETON SCHOOL DISTRICT	OK
FRIUTVALE ISD	TX	ST.FRANCIS DE SALES SCHOOL	TX
FROST ISD	TX	STAFFORD MSD	TX
FT.COBB-BROXTON SCHOOL DISTRICTS	OK	STAMFORD ISD	TX
GAINESVILLE ISD	TX	STANBERRY R-II SCHOOL DISTRICT	MO
GALENA PARK ISD	TX	STAR CITY SCHOOL DISTRICT	AR
GALVESTON ISD	TX	STEPHENVILLE ISD	TX
GARBER PUBLIC SCHOOL I-047	OK	STEWARTSVILLE C-2 SCHOOL	MO
GARLAND ISD	TX	STOCKTON R-1 SCHOOL DISTRICT	MO
GARNER ISD	TX	STOUTLAND R-11 SCHOOL DISTRICT	MO
GARRISON ISD	TX	STRATFORD I-002	OK
GARY ISD	TX	STRATFORD ISD	TX
GASCONADE C-4	MO	STRAWN ISD	TX
GATESVILLE ISD	TX	STRONG-HUTTIG SCHOOL DISTRICT	AR
GENOA CENTRAL SCHOOL DISTRICT	AR	STUTTART SCHOOL DISTRICT	AR
GENTRY PUBLIC SCHOOL DISTRICT	AR	SUDAN ISD	TX
GEORGETOWN ISD	TX	SULLIVAN SCHOOL DISTRICT	MO
GHOLSON ISD	TX	SULPHUR BLUFF ISD	TX
Giddings ISD	TX	SULPHUR SCHOOL DISTRICT I-001	OK
GILMER ISD	TX	SULPHUR SPRINGS ISD	TX
GLADEWATER ISD	TX	SUNDOWN ISD	TX
GLEN ROSE ISD	TX	SUNNYVALE ISD	TX
GLEN ROSE SCHOOL DISTRICT (Hot Spring Co.)	AR	SWEET SPRINGS R-7 SCHOOL DISTRICT	MO
GODLEY ISD	TX	SWEETWATER ISD	TX
GOLD BURG ISD	TX	TAHOKA ISD	TX
GOLDTHWAITE ISD	TX	TANEYVILLE R-11 SCHOOL DISTRICT	MO
GONZALES ISD	TX	TARLETON STATE UNIVERSITY	TX
GOOSE CREEK CISD	TX	TARRANT COUNTY	TX
GORDON ISD	TX	TARRANT COUNTY COLLEGE	TX
GORMAN ISD	TX	TATUM ISD	TX
GOSNELL SCHOOL DISTRICT	AR	TAYLOR ISD	TX
GRAFORD ISD	TX	TEAGUE ISD	TX
GRAHAM ISD	TX	TEMPLE COLLEGE	TX
GRANBURY ISD	TX	TEMPLE ISD	TX
GRAND PRAIRIE ISD	TX	TERRELL ISD	TX
GRAND PRAIRIE, CITY OF	TX	TEXARKANA ARKANSAS SCHOOL DISTRICT	AR
GRAND SALINE ISD	TX	TEXARKANA COLLEGE	TX
		TEXARKANA ISD	TX

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

GRANDVIEW ISD	TX	TEXARKANA, CITY OF	TX
GRAPE CREEK ISD	TX	TEXARKANA, CITY OF	AR
GRAPEVINE-COLLEYVILLE ISD	TX	TEXAS A & M - COMMERCE	TX
GREAT PLAINS TECHNOLOGY CENTER	OK	TEXAS A & M INTERNATIONAL UNIVERSITY	TX
GREEN CITY R-I SCHOOL DISTRICT	MO	TEXAS A & M UNIVERSITY-TEXARKANA	TX
GREEN FOREST R-11 SCHOOL DISTRICT	MO	TEXAS CITY ISD	TX
GREEN FOREST SCHOOL DISTRICT	AR	TEXAS SOTHMOST COLLEGE	TX
GREENE COUNTY TECH SCHOOL DISTRICT	AR	TEXAS STATE UNIVERSITY-SAN MARCOS	TX
GREENVILLE ISD	TX	TEXAS TECH UNIVERSITY	TX
GREENVILLE R-II	MO	TEXAS WOMAN'S UNIVERSITY-Denton	TX
GREENWOOD SCHOOL DISTRICT	AR	TEXLINE ISD	TX
GROESBECK ISD	TX	Thackerville Public Schools	OK
GROVETON ISD	TX	THE EDUCATION CENTER	TX
GUNTER ISD	TX	THE WOODLANDS CHRISTIAN ACADEMY	TX
GUSTINE ISD	TX	THERESA B LEE ACADEMY	TX
GUTHRIE CSD	TX	THRALL ISD	TX
HACKETT SCHOOL DISTRICT	AR	THREE WAY ISD	TX
HALE CENTER ISD	TX	THROCKMORTON ISD	TX
HALLSBURG ISD	TX	TINA-AVALON RII SCHOOL	MO
HAMBURG SCHOOL DISTRICT	AR	TIOGA ISD	TX
HAMILTON ISD	TX	TOLAR ISD	TX
HAMLIN ISD	TX	TOM BEAN ISD	TX
HAMSHIRE-FANNETT ISD	TX	TONKAWA SCHOOLS	OK
HARDIN-JEFFERSON ISD	TX	TORAH GIRLS ACADEMY OF TEXAS	TX
HARLETON ISD	TX	TRAVIS ACADEMY OF FINE ARTS	TX
HARMONY GROVE SCHOOL DISTRICT (Ouachita Co.)	AR	TREETOPS SCHOOL INTERNATIONAL	TX
HARMONY GROVE SCHOOL DISTRICT (Saline Co.)	AR	TRENT ISD	TX
HARMONY ISD	TX	TRENTON ISD	TX
HARRIS COUNTY DEPT OF EDUCATION	TX	TRINIDAD ISD	TX
HARRIS COUNTY EMERGENCY SERVICE	TX	TRINITY ISD	TX
HARRISBURG R-VIII SCHOOL DISTRICT	MO	TRINITY VALLEY SCHOOL	TX
HARRISBURG SCHOOL DISTRICT	AR	TROUP ISD	TX
HARRISON SCHOOL DISTRICT	AR	TROY ISD	TX
HARROLD ISD	TX	TULIA ISD	TX
HART ISD	TX	TWIN RIVERS R-X	MO
HARTS BLUFF ISD	TX	TWO RIVERS SCHOOL DISTRICT	AR
HARTSHORNE SCHOOL DISTRICT	OK	UNION GROVE ISD	TX
HASKELL ISD	TX	UNION HILL ISD	TX
HAWKINS ISD	TX	UNIVERSAL ACADEMY CHARTER SCHOOL	TX
HAWLEY ISD	TX	UNIVERSITY OF ARKANSAS	AR
HAYS CONS ISD	TX	UNIVERSITY OF ARKANSAS AT LITTLE ROCK	AR
		UNIVERSITY OF ARKANSAS COMMUNITY COLLEGE	AR

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

HAYTI R-II SCHOOL DISTRICT	MO	UNIVERSITY OF ARKANSAS, FORT SMITH	AR
HEBER SPRINGS SCHOOL DISTRICT	AR	UNIVERSITY OF NORTH TEXAS	TX
HECTOR SCHOOL DISTRICT	AR	UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER	TX
HENDERSON ISD	TX	UNIVERSITY OF TEXAS AT AUSTIN	TX
HENDERSON STATE UNIVERSITY	AR	UNIVERSITY OF TEXAS AT BROWNSVILLE	TX
HENRIETTA ISD	TX	VALLEY MILLS ISD	TX
HENRY COUNTY R-I SCHOOL DISTRICT	MO	VALLEY SPRINGS SCHOOL DISTRICT	AR
HERMITAGE SCHOOL DISTRICT	AR	VALLEY VIEW ISD	TX
HERMLEIGH ISD	TX	VALLEY VIEW ISD	TX
HICO ISD	TX	VALLEY VIEW SCHOOL DISTRICT	AR
HIDALGO COUNTY	TX	VAN ALSTYNE ISD	TX
HIGGINS ISD	TX	VAN BUREN SCHOOL DISTRICT	AR
HIGH ISLAND ISD	TX	VAN ISD	TX
HIGHLAND ISD	TX	VAN-COVE SCHOOL DISTRICT	AR
HIGHLAND PARK ISD	TX	VENUS ISD	TX
HIGHLAND PARK ISD-R16	TX	VERNON ISD	TX
HIGHLAND SCHOOL DISTRICT	AR	VERONA R-VII SCHOOL DISTRICT	MO
HOLLIDAY ISD	TX	VIAN SCHOOL DISTRICT	OK
HONEY GROVE ISD	TX	VICI PUBLIC SCHOOLS	OK
HOOKS ISD	TX	VICTORY FIELD SCHOOL	TX
HOPE SCHOOL DISTRICT	AR	VIDOR ISD	TX
HOPKINS COUNTY SPECIAL EDUCATION	TX	VILONIA SCHOOL DISTRICT	AR
HOT SPRINGS SCHOOL DISTRICT	AR	VIOLA SCHOOL DISTRICT	AR
HOWE ISD	TX	WACO ISD	TX
HUBBARD ISD	TX	WAELDER ISD	TX
HUBBARD ISD - R12	TX	WALDRON SCHOOL DISTRICT	AR
HUCKABAY ISD	TX	WALL ISD	TX
HUFFMAN ISD	TX	WALLER ISD	TX
HUGHES SPRINGS ISD	TX	WALNUT BEND ISD	TX
HULL-DAISETTA ISD	TX	WALNUT RIDGE SCHOOL DISTRICT	AR
HUMBLE, CITY OF	TX	WARREN ISD	TX
HUNTSVILLE ISD	TX	WARREN SCHOOL DISTRICT	AR
HURLEY R-I SCHOOL DISTRICT	MO	WATER VALLEY ISD	TX
HURST, CITY OF	TX	WATSON CHAPEL SCHOOL DISTRICT	AR
HURST-EULESS-BEDFORD ISD	TX	WAXAHACHIE ISD	TX
HUTTO ISD	TX	WEATHERFORD ISD	TX
I D E A ACADEMY	TX	WELLMAN-UNION CONS ISD	TX
IDALOU ISD	TX	WELLSVILLE-MIDDLETOWN R-1 SCHOOL	MO
IOWA PARK CISD	TX	WEST HARDIN COUNTY CONS ISD	TX
IRA ISD	TX	WEST MEMPHIS CHRISTIAN SCHOOL	AR
IREDELL ISD	TX	WEST MEMPHIS SCHOOL DISTRICT	AR
IRVING ISD	TX	WEST ORANGE-COVE CONS ISD	TX
ITALY ISD	TX		

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

JACKSBORO ISD	TX	WESTBROOK ISD	TX
JARRELL ISD	TX	WESTLAKE ACADEMY	TX
JASPER CO. R-V SCHOOL DISTRICT	MO	WESTPHALIA ISD	TX
JASPER ISD	TX	WESTSIDE CONSOLIDATED SCHOOL DISTRICT	AR
JASPER SCHOOL DISTRICT	AR	WESTSIDE SCHOOL DISTRICT	AR
JAYTON-GIRARD ISD	TX	WESTVIEW C-6 SCHOOL DISTRICT	MO
JEAN MASSIEU ACADEMY	TX	WHEATON R-III SCHOOL DISTRICT	MO
JEFFERSON ISD	TX	WHITE CO. CENTRAL SCHOOL	AR
JESSIEVILLE SCHOOL DISTRICT	AR	WHITE HALL SCHOOL DISTRICT	AR
JIM NED ISD	TX	WHITE OAK ISD	TX
JOHNSON COUNTY AMBULANCE DISTRICT	MO	WHITE SETTLEMENT ISD	TX
JOHNSON COUNTY R-VIII SCHOOL DISTRICT	MO	WHITEFACE CONS ISD	TX
JONESBORO ISD	AR	WHITEHOUSE ISD	TX
JOSHUA ISD	TX	WHITESBORO ISD	TX
JUBILEE ACADEMIC CENTER, INC.	TX	WHITENWRIGHT ISD	TX
JUNCTION CITY SCHOOL DISTRICT	AR	WHITHARRAL ISD	TX
JUNCTION ISD	TX	WICHITA FALLS ISD	TX
KATY ISD	TX	WICKES SCHOOL DISTRICT	AR
KAUFMAN ISD	TX	WILDORADO ISD	TX
KEENE ISD	TX	WILLIS ISD	TX
KELLER ISD	TX	WILLS POINT ISD	TX
KELLER, CITY OF	TX	WILSON ISD	TX
KEMP ISD	TX	WINDTHORST ISD	TX
KENNEDALE ISD	TX	WINFIELD ISD	TX
KILGORE ISD	TX	WINFIELD R-IV SCHOOL DISTRICT	MO
KILGORE, CITY OF	TX	WINFREE ACADEMY - GRAPEVINE	TX
KINGSTON PUBLIC SCHOOL	OK	WINFREE ACADEMY - LEWISVILLE	TX
KINGSVILLE R-1	MO	WINNSBORO ISD	TX
KIOWA ISD	OK	WINTERS ISD	TX
KIRBY SCHOOL DISTRICT	AR	WOLFE CITY ISD	TX
KIRBYVILLE CISD	TX	WONDERVIEW SCHOOL DISTRICT	AR
KIRBYVILLE R-VI SCHOOL DISTRICT	MO	WOODLAWN SCHOOL DISTRICT	AR
KLEIN ISD	TX	WOODSON ISD	TX
KLONDIKE ISD	TX	WOODVILLE ISD	TX
KNOX CITY CISD	TX	WOODWARD PUBLIC SCHOOLS	OK
KOPPERL ISD	TX	WORTHAM ISD	TX
KOUNTZE ISD	TX	WYLIE ISD-R10	TX
KRESS ISD	TX	WYLIE ISD-R14	TX
KRUM ISD	TX	WYNNE SCHOOL DISTRICT	AR
LA JOYA ISD	TX	YANTIS ISD	TX
LA PORTE INDEPENDENT SCHOOL DISTRICT	TX	YELLVILLE-SUMMIT SCHOOL DISTRICT	AR
LAFAYETTE COUNTY SCHOOL DISTRICT	AR	YOUNG COUNTY	TX
LAGRANGE ISD	TX	YOUTH WAVE HIGH	TX

RFP/CONTRACT #02072513 Fleet Leasing and Management Services - Due 6/13/2013 at 3:00 p.m.

LAKE DALLAS ISD	TX
LAKE HAMILTON SCHOOL DISTRICT	AR
LAKE TRAVIS ISD	TX
LAKE WORTH ISD	TX
LAKELAND R-3 SCHOOL DISTRICT	MO
LAKESIDE SCHOOL DISTRICT	AR
LAMAR SCHOOL DISTRICT - AR	AR
LAMESA ISD	TX
LANCASTER ISD	TX
LANCASTER, CITY OF	TX
LATTA SCHOOL	OK
LAZBUDDIE ISD	TX
LEADHILL SCHOOL DISTRICT	AR
LEARY ISD	TX
LEE A. TOLBERT COMMUNITY ACADEMY	MO
Lee A. Tolbert community Academy	MO
LEE COLLEGE	TX
LEE COUNTY SCHOOL DISTRICT	AR
LEONARD ISD	TX
LEVELLAND ISD	TX
LEWISVILLE ISD	TX
LIBERTY HILL ISD	TX
LIBERTY-EYLAU ISD	TX
LINDEN-KILDARE CONS ISD	TX
LINDSAY ISD	TX
LINDSAY SCHOOL DISTRICT I-009	OK
LINGLEVILLE ISD	TX
LINN COUNTY R-I SCHOOL DISTRICT	MO
LIPAN ISD	TX
LITTLE ELM ISD	TX
LITTLE ROCK SCHOOL DISTRICT	AR
LITTLEFIELD ISD	TX
LIVINGSTON ISD	TX
LLANO ISD	TX
LOCKESBURG SCHOOL DISTRICT	AR
LOCKHART ISD	TX

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this fourteenth day of August, 2015, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

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

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

3. RENT AND OTHER CHARGES:

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

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

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

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

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

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

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

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

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

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

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

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

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

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

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

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

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

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

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

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

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

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

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

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

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

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

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

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

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

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

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

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

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

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

LESSEE: City or Raytown, Missouri

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

By: >
Title: >

By: Dan Paule
Title: Director

Address: 10000 East 59th Street
Raytown, MO 64133

Address: 5359 Merriam Drive
Merriam, KS 66203

Date Signed: _____, _____

Date Signed _____, _____

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

This Addendum is made to the Master Equity Lease Agreement dated the fourteenth day of August, 2015, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

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

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

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

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

LESSEE: City or Raytown, Missouri

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

By: >
Title: >

By: Dan Paule
Title: Director

Date Signed: _____, _____, _____

Date Signed: _____, _____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this fourteenth day of August, 2015, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City or Raytown, Missouri ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the fourteenth day of August, 2015, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City or Raytown, Missouri

EFM: Enterprise Fleet Management, Inc.

By: >
Title: >

By: Dan Paule
Title: Director

Address: 10000 East 59th Street
Raytown, MO 64133

Address: 5359 Merriam Drive
Merriam, KS 66203

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed _____, _____

EXAMPLE

CITY OF RAYTOWN

Request for Board Action

Date: March 22, 2016
To: Municipal Committee
From: Kati Horner Gonzalez, Asst. Director of Public Works

Action Requested: Discussion of the Professional Services Agreement with GBA for inspection services for the Downtown Streetscape Project in an amount not to exceed of \$95,913.00.

Recommendation: Staff recommends approval of the Professional Services Agreement.

Analysis: The Downtown Streetscape construction project is scheduled to begin construction on March 28, 2016. This is a complex construction project that will require a significant amount of labor-intensive oversight. It is estimated that adequate inspection of this project will require approximately 6 hours per day through the duration of the aggressive 90-day construction schedule.

As a means to provide adequate inspection and testing throughout the project, staff requested a cost proposal from GBA utilizing the MoDOT 2014-2017 LPA Consultant On-Call List. Every three years, MoDOT solicits bids statewide from consultants and testing companies for the Local Public Agency (LPA) Consultant On-Call List. As a means for local agencies to provide the appropriate oversight for LPA projects, which often are over and beyond the inspection capabilities of the agencies, this list is developed and is available for the agencies to select an inspection service to oversee the construction of LPA projects.

Due to the large number of construction projects currently under design or going out to bid as well as the complexity of the Downtown Streetscape Project, it was determined that the use of inspection services will be required to ensure federal and state guideline compliance as well as an acceptable final product in construction and stakeholder communications. The proposal includes the oversight of all construction activities, utility coordination, the upkeep of all required daily inspection notes and forms, communications with City staff and surrounding businesses, bi-weekly progress meetings, coordination of all required testing, and the completion of as-builts.

Alternatives: Significant risk for non-compliance with federal and state inspection & testing standards.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount: \$95,913.00
From: Transportation Sales Tax Reserves
To: Transportation Sales Tax Fund

Additional Reports Attached: Professional Services Agreement, Scope of Services along with Costs and Expenses tables, and the GBA On-Call List Proposal

GENERAL ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF RAYTOWN
AND
GBA

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Raytown, Missouri, hereafter referred to as “CITY”, and **GBA**, hereinafter referred to as “ENGINEER”. For the consideration herein expressed, it is agreed by and between the CITY and ENGINEER as follows:

ARTICLE I – SCOPE OF SERVICES

ENGINEER shall prepare construction plans and associated services for the “*Project Description*”, as further enumerated in Exhibit A (Attached).

Refer to Scope Checklist for items the consultant should include in Exhibit A. If the Scope Checklist is not applicable to the particular project, review the consultant’s proposed scope carefully. Check it against the scope checklist even when that does not apply, but use it as a checklist only. Not all items will apply, but some may even if the project is unusual.

ARTICLE II – COMPENSATION

For services provided under this contract, the CITY shall compensate the ENGINEER as follows:

A. Fee

The ENGINEER will provide the professional service described herein at actual hourly costs per the attached Schedule of Hourly Rates (Exhibit B).

Directly reimbursable fees shall be paid in accordance with the attached Schedule of Reimbursable Fees (Exhibit C).

The total amount paid to the ENGINEER shall be the actual hours expended multiplied by the hourly rate from Exhibit B, plus directly reimbursable fees as computed from Exhibit C, and the total shall not exceed **\$95,913.00**.

B. Method of Payment

Partial payments for work satisfactory completed will be made to the ENGINEER upon receipt of itemized invoices by the CITY. Invoices will be submitted no more frequently than one invoice per month.

ARTICLE III – SCHEDULE

See Exhibit D

Consultant to submit a schedule for the project, with intermediate milestones and a final completion. The schedule shall include a stated number of calendar days as a text item in addition to any diagrammatic submittal.

ARTICLE IV – STANDARDS

Design criteria will be in accordance with City of Raytown Specifications.

ARTICLE V – COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working for the ENGINEER, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, plus reasonable attorney's fee.

ARTICLE VI – SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the CITY. The subletting of the work shall in no way relieve the ENGINEER of his primary responsibility for the quality and performance of the work.

ARTICLE VII – SUBLETTING, ASSIGNMENT ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the ENGINEER and shall reflect the name and seal of the Registered Professional Engineer endorsing the work.

ARTICLE VIII – RETENTION OF RECORDS

The ENGINEER shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for the period of not less than three years following final payment. Said records shall be made available for inspections by authorized representatives of the CITY, during regular working hours at the ENGINEER place of business.

ARTICLE IX – OWNERSHIP OF DOCUMENTS

Plans, designs, tracings, maps and specifications prepared under this contract shall be delivered

to and become the property of the CITY upon termination or completion of work. Copies of basic survey notes, design computations and other data prepared under this contract shall be made available for use by the CITY. If the CITY incorporates any portion of the work into a project other than that for which it was performed, the CITY shall hold the ENGINEER harmless from any claims and liabilities resulting from such use, to the extent permitted by law.

ARTICLE X – TERMINATION

The CITY may terminate the contract at any time by giving seven (7) days written notice. If the contract is terminated because the project is abandoned or postponed by the CITY, the ENGINEER will be paid for services performed to the date of termination.

If the contract is terminated due to the ENGINEER service being unsatisfactory in the judgment of the CITY based on a reasonable engineering standard, or if the ENGINEER fails to prosecute the work with due diligence, the CITY may procure completions of the work in such a manner as it deems to be in the best interest of the CITY. The ENGINEER will be paid for the services performed to the date of termination.

ARTICLE XI – DECISIONS UNDER THIS CONTRACT

The CITY will determine the acceptability of work performed under this contract based on a reasonable engineering standard, and will decide all questions which may arise concerning the project. In the event of a dispute between Engineer and the CITY, the decision of the Public Work's Director shall be conclusive.

ARTICLE XII – SUCCESSORS AND ASSIGNS

The CITY and the ENGINEER agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XIII – COMPLIANCE WITH LAWS

The ENGINEER shall comply with federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XIV – RESPONSIBILITY FOR CLAIMS AND LIABILITY

The ENGINEER agrees to hold harmless the CITY from all claims and liabilities due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XV – NONDISCRIMINATION

The ENGINEER, with regard to the work performed by it after award and prior to the completion of the contract work, will not discriminate on the grounds of race, color or national

origin in the selection and retention of subcontractors. The ENGINEER will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations, either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of material or equipment, each potential subcontract or supplier shall be notified by the ENGINEER'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE XVI – GENERAL CONSIDERATIONS

- A. The City of Raytown expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.
- B. The ENGINEER agrees to maintain error and/or omission or liability insurance coverage in an amount sufficient to cover the estimated design cost of the project.
- C. Insurance: The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Worker's Compensation Acts, and insurance from claims for bodily injury, death, or property damage which may arise from the performance of his services under this agreement. Such insurance shall include provision to indemnify, hold harmless and defend the CITY from and against any and all liability for loss, damage or expense which the CITY may suffer or for which the CITY may be held liable by reason of any injury (including death) or damage to property arising out of negligence on the part of the ENGINEER or any of its representatives or employees in the execution of the work to be performed.
- D. The ENGINEER must be current with payment to the City of Raytown and/or Jackson County, Missouri regarding Personal Property and Real Estates Tax (if applicable).
- E. The following limitations of responsibility shall apply to the ENGINEER for services provided during construction of the project.
 - 1. Shall not be held responsible for Contractor's construction means, methods, techniques, sequences, procedures, or the safety precautions, or any programs indirect thereto.
 - 2. Shall not be held responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
 - 3. Shall not be held responsible for acts or omissions of the Contractor or any subcontractor or their agents or employees or any other persons performing any of the work.

EXHIBIT A

Scope of Services

SURVEY, H&H, CONCEPTUAL ROADWAY DESIGN AND BRIDGE TSL STUDY

83rd STREET BRIDGE IN RAYTOWN, MO

This exhibit is hereby attached to and made a part of the General Engineering Services Contract dated March 17, 2016 between the City of Raytown (“Client”) and Olsson Associates (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Raytown, MO

Project Description: The project is the replacement of the 83rd Street Bridge, located approximately ¼ mile east of Raytown Road.

GENERAL

Services included in this proposal include survey, hydraulic and hydrologic (H&H) design, conceptual engineering services for roadway design, and a bridge type, size, and location (TSL) study for the replacement of the 83rd Street Bridge located approximately ¼ mile east of Raytown Road in Raytown, MO. The focus of the study will be to evaluate four bridge improvement and/or replacement solutions, calculate opinions of cost, and prepare a memorandum with findings and a recommendation to the City.

- Alternative #1 – Replace the entire bridge with a similar type structure, but with a sidewalk on one side.
- Alternative #2 – Replace the deck and superstructure, and save as much of the substructure as practical. Add a sidewalk on one side.
- Alternative #3 – Replace the entire bridge with a double concrete arch (large) and an earth fill. Add a sidewalk on one side.
- Alternative #4 - Evaluate a shorter single span bridge with MSE walls on the approaches

It is understood that designs shall be configured to limit the acquisition or impacts to private rights-of-way. The roadway geometrics are to match or nearly match existing alignment and profile in an effort to develop solutions that fit within these right-of-way and anticipated budgetary constraints.

It is assumed that designs shall conform to City of Raytown, APWA, and MoDOT design criteria, where applicable.

TASKS

Task 1: Project Management and Meetings

Provide staff management, monthly invoicing, and progress reporting.

This task includes a pre-design meeting after receiving the Notice-to-Proceed. Olsson will provide monthly progress meetings (3), one review meeting for addressing review comments, and one meeting with formal presentation to the Board of Alderman.

The formal presentation to the Board of Alderman will include a powerpoint presentation summarizing the findings, opinions of cost, and recommendation as determined through the course of this study.

This task includes time to prepare a notice of impact to area utilities, collect initial responses and coordinate for incorporation into the project survey files.

Task 2: Survey (TREKK Design Group)

Topographical survey services and base mapping are included within this scope and fee proposal. A survey text file, fully symbolized Microstation drawings, generated and checked topographic file, and TIN file for use in preparation of the bridge and roadway plans will be created.

Horizontal Control

The consultant shall provide a list of horizontal control points with coordinates, descriptions, station and offset. Coordinate information will be provided as ground (project) coordinates and will be referenced to State Plane Coordinates and tied to known area land survey control monuments.

Vertical Control

Vertical control will be referenced to NAVD 88 datum.

Locate Section Corners

Survey additional section corners needed in order to assemble the geometry to create the right-of-way drawings.

Utility Locate

A utility locate will be performed and drawn from surveying above ground features, including marking utility companies resulting from the locate request through the Missouri One-Call System. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from the utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities. Locations, size, elevations and heights of major overhead transmission lines will be included.

Survey Extents

Stream centerline profile for Min. 500' upstream, and downstream of bridge centerline. Stream cross-section located 500' north of bridge and 500' south of bridge.

Full contour mapping of the area within 100' of centerline roadway north and south, and from 100' west of existing west abutment to 100' east of east abutment. Contour intervals at 1 ft.

Collect low opening and low adjacent grade elevations for the six homes located north of the roadway, and one located south of the roadway.

Hard shot elevations along centerline roadway at 10' stations, starting 200' west of the west abutment, continuing across bridge and for at least 300' east of east abutment.

Location and elevation of site features such as crown, edge of curb, edge of wearing surface, bridge substructure, sidewalks, barriers, fences, driveways, roof tops, power lines, manholes, utility markers, vegetation, fire hydrants, retaining walls (top of wall and ground line at front face).

Rim and flowline elevations at adjacent manholes for known sanitary sewer and water lines running parallel to creek underneath the bridge.

Location and elevation of Geotechnical borings (subsequent site visit in final design)

Supply City with full mapping and centerline profiles as noted above, in Microstation format (Software v8i SS2).

Task 3: Bridge TSL Study

The services and fees associated with this task were prepared with the assumption that four bridge alternatives would be evaluated during conceptual design and a memorandum with recommendations to the City would be provided. Alternative #2, which would require replacement of the deck and superstructure and saving as much substructure as possible, necessitates a bridge inspection to be conducted and is included within this task. The focus of this inspection will be to identify structural deficiencies, extents of the proposed retrofit, and gather measurements for determining the basis of quantifying member rehabilitations.

Bridge Inspection

Make a detailed visual and sounding inspection of the bridge's substructure and approach roadway retaining walls. Access to the columns and bent caps will be accomplished via extension ladder, provided by Olsson. A visual inspection will be conducted for the approach roadway pavement, curbs, and sidewalks for 100' on both ends of the bridge noting any damage that would be rehabilitated by pursuing Alternative #2.

Prepare an inspection report with photo log to be included as an appendix to the final deliverable (recommendations memorandum) for this phase of the project. The inspection report will include annotated photographs documenting the substructure and approach roadway retaining wall's condition and structural deficiencies.

Inspection services not included:

1. Destructive or NDT Testing
2. Subsurface inspection
3. Scaffolding or man lift equipment rental

Bridge Conceptual Design

The following bridge design tasks are anticipated for the preparation of conceptual designs and exhibits for each alternative.

- 1) Review As-Built Drawings, Prior Inspection and Rating Reports
- 2) Prepare Structural Design Criteria
- 3) Determine Type, Size, and Location of the four bridge alternatives
- 4) Alternative # 1 – Layout new, multi-span prestressed girder bridge
 - a. Preliminary 2D Superstructure model
 - b. Size new retaining walls on the approaches
- 5) Alternative #2 – Superstructure Replacement
 - a. Preliminary 2D Superstructure model for new Slab Bridge
 - b. Existing interior bent column and footing evaluation
 - c. Existing end bent and pile evaluation
- 6) Alternative #3 – Double Arch Structure
 - a. Coordinate layout, hydraulic sizing, and configuration with Pre-engineered arch manufacturer
 - b. Preliminary sizing of headwalls and wingwalls
- 7) Alternative #4 – Single span girder structure with MSE walls
 - a. Preliminary 2D Superstructure model
- 8) Prepare Conceptual costs for each alternative (4)
- 9) Prepare & Submit Exhibits for each alternative (4)
- 10) Conduct Quality Control Review

Exhibits shall consist of a one page plan drawing illustrating the Bridge Plan, Elevation, and Bridge typical section. A summary of the hydraulic design parameters will be presented on each alternative.

Task 4: Hydraulic and Hydrologic Design

Hydraulic design criteria for the crossing will be prepared.

It is understood that this waterway falls outside of the mapped area in FEMA's flood insurance study (FIRM Maps), therefore requiring hydrologic and hydraulic modelling to be completed for the bridge crossing. Olsson will utilize the City's existing GIS contours, available aerial photography, gathered topographic mapping, and survey cross-sections to prepare an existing conditions and ultimate conditions hydrologic and hydraulic models. The watershed will be delineated utilizing available City GIS contours. Existing and future land uses will be provided by the City. An analysis will be completed to determine the existing and ultimate stormwater flows for the 2, 10, 25, 50 and 100-year design storms.

A HEC-RAS hydraulic model for the existing bridge will be created. Olsson will update the stream and bridge geometry if merited based on the survey data. Bridge cross-sections will be updated and modelled in HEC-RAS to evaluate the hydraulic design for each of the four replacement alternatives.

Task 5: Roadway Design (Conceptual Design)

The services and fees associated with this task were prepared with the assumption that four bridge alternatives would be evaluated during conceptual design and a memorandum with recommendations to the City would be provided.

The roadway design will evaluate the existing vertical and horizontal alignment of 83rd Street within the immediate vicinity (within 200 feet) of the bridge. The roadway geometrics are to match or nearly match existing alignment and profile in an effort to provide solutions within the existing right-of-way.

This work would include configuration of paving, shoulder reshaping & transitioning, sidewalk locations and transitions, preliminary storm drainage design, excavation/fill, and calculation of preliminary quantities.

The following roadway design tasks are anticipated and included;

- 1) Typical Section on 83rd Street
- 2) Plan & Profile Exhibit
- 3) Preliminary storm drainage analysis
- 4) Retaining wall layouts
- 5) Preliminary quantities and cost estimate

Exhibits shall consist of a limited number of plan drawings to sufficiently illustrate the primary project improvements, impacts, roadway geometrics, and proposed roadway section. The purpose of these exhibits is to illustrate the project improvements for correlation to conceptual construction costs. (Corresponds to 10% drawings)

Task 6: Quality Assurance / Quality Control (QA/QC)

All deliverables prepared as part of this scope of services will be reviewed by qualified Olsson staff (Senior Engineer or Professional Associate) who was not involved in the production of the calculations, exhibits, or specifications. This quality control review will be of sufficient detail and effort to thoroughly review the deliverable to ensure that constructability, design practice, geometry, value, and conformance with client's expectations are met.

Deliverables

Recommendations Memorandum

PDF (on DVD) & (3) Bound, hard copies

Memorandum to include the following;

- Inspection Findings and Photos
- Summary of Bridge Alternatives
- Roadway and Bridge Exhibits
- Cost Opinions
- Recommendation for Preferred Alternative

City Provided Information

The City will supply the following:

- Tenant names (if known)
- Available water and sewer locations, size, and materials
- Copies of available inspection reports and as-built plans (if available)
- Available drainage studies
- Assist Consultant to gain right-of-entry to private property for field investigations
- Available current and future traffic volumes and reports if needed
- City will be responsible for any fees associated with permits

Assumptions and Exclusions

It is understood that the following engineering services are not included in this Scope of Services and Fee Estimate. They are planned to be developed dependent upon the agreed upon bridge alternative and negotiated at the conclusion of the conceptual engineering study;

Project Management, Invoicing from Conceptual through Construction
Public Involvement Meetings (2)
Utility Coordination Meetings (3)
Geotechnical Investigation and Report
60% & 100% Roadway, Bridge, H&H, Utility, and Traffic Design
60% & 100% Plan, Specifications, and Estimates
Environmental & Construction Permitting (Federal, State, Local)
Right-of-way Appraisals/Negotiation Services
Bid Phase Services
Construction Phase Services

Exhibit A

SCOPE OF CONSTRUCTION OBSERVATION SERVICES

Raytown Downtown Streetscape - 63rd Street Federal No. STP-3301(477)

Work under this scope includes the project construction observation, documentation and construction administration of the above-mentioned project. These tasks consist of the following items:

- Pre-construction activities including set up of project documentation.
- Daily construction observation and documentation.
- Daily construction administration and coordination with City of Raytown and affected property owners.
- Post-construction activities.

Part 1 - Pre Construction

- 1.1. Prepare for and attend one (1) pre-construction meeting.
- 1.2. Pre-Construction Engineering
 - 1.2.1. Set up field books for documentation of pay items and daily diaries.
 - 1.2.2. Evaluate potential utility conflicts. Meet with City, contractor and utilities to resolve any identified issues.
 - 1.2.3. Identify potential constructability issues including ADA compliance and building face impacts.

Part 2 - Construction

- 2.1. Provide a lead project inspector who will:
 - 2.1.1. Take responsible charge for the daily administration of the project.
 - 2.1.2. Serve as the main point of contact between the contractor and City of Raytown.
 - 2.1.3. Be on-site when the contractor is working on contract items that require inspection as designated in the contract documents. It is anticipated that this will include work on items for contract pay and any subsidiary item to that line item. It is assumed that 6 hours per day for 5 days per week during the 90 calendar day window will be adequate.
 - 2.1.4. Compile a daily diary that documents the contractor's construction activity, contractor's personnel and equipment on site.
 - 2.1.5. Coordinate necessary materials testing with materials testing subconsultant to address field and laboratory testing per contract specifications. These costs will be billed through GBA's contract as a pass-through cost.
 - 2.1.6. Provide daily oversight of the project traffic control.

- 2.1.7. Prepare change orders and submit to City of Raytown for processing and approval.
- 2.1.8. Meet with contractor personnel monthly to review, prepare and submit monthly pay estimates. It is anticipated that there will be four (4) pay estimates to process.
- 2.1.9. Provide interpretation of the intent of the specifications and plans as requested by the contractor. In the event the contractor does not agree with the interpretation, staff will refer the issue to City for further clarification.
- 2.1.10. Provide field book and/or electronic documentation of contract pay items as they are incorporated into the project.
- 2.1.11. Keep and maintain project files of the contractor's certifications of materials incorporated into the project.
- 2.1.12. Determine whether or not the contractor is generally adhering to the specifications and plan documents, through on-going observations.
- 2.1.13. Attend weekly project progress meetings, record and distribute minutes for each.

Part 3 - Post-Construction

- 3.1. Provide assistance to contractor in preparing one (1) set of As-Built plans for the completed project. These plans will consist of red-line comments on half-size, plain paper plan sheets or electronic pdf plans.
- 3.2. Attend one (1) final walk-through of the project. Compile notes and distribute the punch list to the prime contractor and City of Raytown.
- 3.3. Ascertain that the punch list items are completed. It is anticipated that the observation of the remedial work necessary for the completion of the punch list shall consist of no more than five (5) working days.
- 3.4. Complete and submit to City of Raytown paperwork required by the contract documents.
- 3.5. Attend one (1) final close out meeting with City of Raytown to submit items from tasks 3.1 and 3.4.

Part 4 - General Assumptions

- 4.1. This project will be built according to the specifications outlined in the contract documents.
- 4.2. Utility relocations are assumed to have been completed. Evaluation of potential utility conflicts will be performed prior to the start of construction. If utility coordination is required beyond the hours shown in the proposed fee, they will be outside of the scope of services.
- 4.3. The City of Raytown will provide one (1) full size plan set, (including cross-sections) if required for as-builts, two (2) sets of the project contract and a pdf copy of the contract.

- 4.4. The preconstruction conference will be administered by others.
- 4.5. Review of potential project phase changes proposed by the contractor is not included in this scope.
- 4.6. Review of proposed value engineering submittals by the contractor is not included in this scope.
- 4.7. Design engineering services during construction normally performed by the project design team are not included in this scope.
- 4.8. It is expected that the Notice to proceed will be granted to the prime contractor on March 28, 2016. Construction is expected to be completed within 90 calendar days. Any work requiring observation performed beyond the dates and the hours listed in this contract are not included in this scope.
- 4.9. All materials testing will be performed by others hired by GBA. GBA will coordinate the required testing and include these costs in the monthly invoice. The costs for the materials testing were estimated during a meeting with the City. Should additional testing be required, these costs will be outside of the scope of services and be reimbursed through a supplemental agreement.
- 4.10. Materials testing requires 24 hour advance notice. Contractor shall be notified and expected to provide notifications to GBA 24 hours in advance of the completion of items requiring testing.
- 4.11. It is anticipated that a lead project observer will work on the project an average of 6 hours per day for 65 days during construction plus 16 hours for project meetings. In addition, the lead inspector is anticipated to work for 36 hours on preconstruction activities and 128 hours on post construction activities. Any work required beyond these hours will be considered outside of this scope of services.
- 4.12. No staff inspection time was estimated to oversee any double shifts, night work or weekend work by the contractor(s).
- 4.13. Staff mileage was estimated based upon the statements above. It is estimated that the staff members would average approximately 50 miles per day while engaged on the project. This includes mileage to perform traffic control checks during the course of the day.
- 4.14. City of Raytown will serve as primary contact with MoDOT. GBA will provide required documentation to City and coordinate witnessing of materials testing on site by MoDOT.
- 4.15. Shop drawings reviews are not included in this scope of services.
- 4.16. One hundred-eighty day pavement marking inspection is not included in this scope of services.
- 4.17. Any work performed outside of the scope of services will be reimbursed through a supplemental agreement.

Raytown Downtown Streetscape - 63rd Street

CLASSIFICATION	PRIN	Sr. ASC	DT1	INSP 1	INSP 3	CLI	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	\$265	\$215	\$95	\$105	\$86	\$87	HOURS	Mileage	COST
Construction Inspection									
Pre-construction									
Preconstruction conference		2	4				6	\$27.00	\$837.00
Set up documentation (books & electronic)			8	2		2	12		\$1,144.00
Utility coordination		8	8	16			32	\$54.00	\$4,214.00
Site meetings/constructability		4	16	8			28	\$108.00	\$3,328.00
Construction									
Daily inspection (6 hrs per day for 65 days)		8	390	24	16		438	\$2,430.00	\$45,096.00
Materials testing									\$16,250.00
Post construction									
Punchlist & inspection of remedial work			48	4			52	\$216.00	\$5,196.00
Final paperwork (Books, as-builts, certifications, computations, etc.)			80	8			88	\$108.00	\$8,548.00
Project Management									
Provide General Project Management, Supervision, and Coordination	2	24					26	\$162.00	\$5,852.00
Project coordination meetings (8)		8	16	8			32	\$324.00	\$4,404.00
Project administration						12	12		\$1,044.00
TOTAL	2	54	570	70	16	14	726	\$3,429.00	\$95,913.00



November 15, 2013

Missouri Department of Transportation
105 W. Capitol Ave.
Jefferson City, MO 65102

SUBJECT: LPA On-Call: Construction Inspection

Dear Selection Committee:

creating remarkable solutions
for a higher quality of life

GBA has been performing construction observation and administration for more than 30 years on all varieties of infrastructure construction projects and we are on MoDOT's Approved Consultant Prequalification List. The depth of our staff assures a high degree of training and experience with all aspects of a project. Our 12 inspectors have combined experience that exceeds 150 years.

With offices in both the Kansas City and St. Louis metro areas, we have completed several successful LPA projects for multiple clients. We are in close proximity to the communities we work for and have a proven track record of responsiveness.

Our approach to this work is to provide the highest level of service while representing the Client's interests at all times. We match our field staff with the appropriate experience and skillset to each project, and provide the necessary project management and oversight.

9801 Renner Boulevard
Lenexa, Kansas
66219-9745

GBA's management team supports our construction observers by providing a responsible professional engineer for technical interpretation and quality control.

913.492.0400
913.577.8200 fax

John Cooper, P.E., with 20 years' experience, would be assigned as the primary point of contact resulting in streamlined project communications. John will be on-call at all times, will meet with the Client's project managers regularly and will oversee GBA's daily responsibilities and testing protocols as well as oversight of project documentation.

GBA Companies
Lenexa, KS
Kansas City, MO
O'Fallon, MO
St. Louis, MO
St. Joseph, MO
Omaha, NE
Rock Island, IL
Broomfield, CO

In addition, John's professional attitude will be an asset when dealing with the public. We understand the value of public perception so we put every effort into maintaining a positive project image throughout the construction process.

At GBA, we have 12 experienced and certified construction observers. We will gladly provide resumes for our staff members upon request. We are confident that these observers will be able to meet and exceed your expectations. All GBA observers have experience with state heavy highway construction and documentation processes and possess field experience with urban and rural construction management. Our culture is one of proactive, thorough and professional services.

Our staff qualifications include various components of all types of infrastructure construction – earthwork, bridges, asphalt pavement, concrete pavement, curb and gutter, sidewalk, storm sewer, utility relocation coordination, landscaping, etc.

www.gbateam.com

Contract enforcement is key to a high quality product and we back ours up with substantive documentation. We are familiar with MoDOT's specifications and documentation procedures in addition to being certified by ACI, OSHA, APWA, KDOT CIT and MoDOT.

GBA's staff will participate in the project meetings and will also organize, schedule and administer the meetings if requested. We look forward to the opportunity to meet with Federal, State and local officials, property owners, business owners or concerned citizens affected by a project to keep them apprised of the construction progress and answer their questions. Our business cards are distributed and we encourage stakeholders to contact us with any questions or concerns.

The construction observation services that GBA offers include the following:

- Preliminary construction documentation preparation (field books and electronic format)
- Project bid item quantity review and verification
- Utility relocation coordination and observation during relocation
- Project inspection for compliance with specifications
- Plan and specification interpretation
- Materials testing
- Traffic control inspection
- Erosion control inspection
- ADA compliance inspection
- Thorough and accurate project documentation – including daily project diaries, quantity tracking, change order and pay application reviews
- Public relations with affected stakeholders during construction, including problem resolution
- Liaison between owner, contractor and other affected parties
- Review of project submittals (shop drawings, pay estimates, change orders, RFIs, etc.)
- Preparation of project punch list and documentation of corrective work
- Project close out documentation

Should complications arise on the project, we work diligently to resolve issues in a timely manner. Should it be necessary to approach the Client about a project related problem, we will bring recommendations for potential solutions. The problem resolution approach can be tailored to the specific project needs. Communications will follow the proper chain of command and the issues and resolution will be documented thoroughly.

Our staff philosophy is to work with contractors to provide the highest quality finished product. We are firm but fair. We focus on effective communication – both verbal and written – between all parties. We emphasize cooperation and partnering. Our documentation is precise, concise and relevant. We don't just do the job – we do it well.

We are excited about the opportunity to demonstrate our construction management

capabilities for you and provide you with the comforting knowledge that any project we are associated with was constructed with MoDOT and the LPAs interest at the forefront.

GBA is an Equal Opportunity Employer, with a commitment to workforce diversity through recruiting and placing the most qualified persons, regardless of race, religion, color, national origin, age, sex, marital status, disability, veteran status or genetic information.

Thank you for considering GBA. We look forward to hearing from you.

Sincerely,

GEORGE BUTLER ASSOCIATES, INC.



Timothy J. Ross, P.E.
Senior Vice President/Principal



John C. Cooper, P.E.
Project Manager

Firm Profile

GBA is a full-service professional design firm providing a wide range of engineering and architectural services to clients in the public and private sectors. These clients include cities, counties, state and federal agencies, school districts, commercial and residential developers, major corporations, hospitals, educational institutions, utility companies, professional service firms, and contractors.

Since GBA's establishment in 1969, the firm has grown dramatically in both size and capability. Some of this growth can be attributed to the expanded use of services by many of GBA's earliest clients. GBA's growth is also the result of the firm's ability to attract a highly qualified staff of professionals representing a broad spectrum of design and planning disciplines. This enables GBA to organize "in-house" project teams with the specialized experience uniquely suited for each project. With an experienced multi-disciplined staff, GBA provides clients with a wide range of project types and design capabilities including:

- Traffic analysis and engineering
- Roadways and bridges
- Construction Inspection
- Surveys
- Storm water management
- Water treatment and distribution
- Sewage collection and treatment
- Lake and dam design & restoration
- Building design and space planning
- Business and industrial parks
- Commissioning
- Environmental studies and permitting
- Energy studies and retrofit
- HVAC systems
- Utility studies and systems
- Fire protection and life safety
- Park and recreation facilities
- Residential development
- Renewable energy feasibility studies and turnkey projects

GBA has worked hard to establish and maintain a reputation for uncompromising quality, on-time project completion, and fair and reasonable fees.

Each project is considered in its entirety, within the boundaries specified by the client and with the comprehensive experience and expertise of the GBA staff. The result is an innovative, functional, and cost-effective design.



CITY OF RAYTOWN
Request for Board Action

Date: March 22, 2016
To: Municipal Committee
From: Kati Horner Gonzalez, Asst. Director of Public Works

Action Requested: Board of Aldermen approval of the Professional Services Agreement with Olsson Associates for preliminary design services for the 83rd Street Bridge in an amount not to exceed of \$57,801.86.

Recommendation: Staff recommends approval of the Professional Services Agreement.

Analysis: Per the direction of the Board, staff solicited design proposals for the replacement of the 83rd Street Bridge. One proposal was received for the replacement of the bridge from Olsson Associates. Upon review of the proposal staff determined that the proposal met or exceeded all requirements of the proposal and awarded the project to Olsson Associates.

The design phase of the project will be divided into two phases: Preliminary Design and Final Design/Construction Services. During Phase I evaluation of four alternatives for the repair or replacement of the bridge will be conducted with a final report on each alternative and the recommendation for construction. Phase II will be the final design of the selected alternative and associated construction services.

Phase I includes survey, monthly progress meetings, evaluation of existing structure, hydraulic conditions, and four design alternatives, development of cost estimations for alternatives, preparation of the final analysis report and recommendations, and a formal presentation to the Board of Aldermen overviewing the findings and recommendations. The tentative schedule is as such:

Notice to Proceed	March 24, 2016
Delivery Recommendations	June 1, 2016
Presentation to the Board	June 22, 2016

Alternatives: Delay design and replacement of 83rd Street Bridge.

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount: \$57,801.86
From: Unbudgeted Reserves
To: Transportation Sales Tax Fund

Additional Reports Attached: Professional Services Agreement, Scope of Services, & Costs and Expenses tables.

**GENERAL ENGINEERING SERVICES CONTRACT
BETWEEN
CITY OF RAYTOWN
AND
OLSSON ASSOCIATES**

THIS AGREEMENT made and entered into this 17th day of March, 2016, by and between the City of Raytown, Missouri, hereafter referred to as “CITY”, and Olsson Associates, hereinafter referred to as “ENGINEER”. For the consideration herein expressed, it is agreed by and between the CITY and ENGINEER as follows:

ARTICLE I – SCOPE OF SERVICES

ENGINEER shall prepare construction plans and associated services for the “83rd Street Bridge Project”, as further enumerated in Exhibit A (Attached).

ARTICLE II – COMPENSATION

For services provided under this contract, the CITY shall compensate the ENGINEER as follows:

A. Fee

The ENGINEER will provide the professional service described herein at actual hourly costs per the attached Schedule of Hourly Rates (Exhibit B).

Directly reimbursable fees shall be paid in accordance with the attached Schedule of Reimbursable Fees (Exhibit C).

The total amount paid to the ENGINEER shall be the actual hours expended multiplied by the hourly rate from Exhibit B, plus directly reimbursable fees as computed from Exhibit C, and the total shall not exceed \$57,801.86.

B. Method of Payment

Partial payments for work satisfactory completed will be made to the ENGINEER upon receipt of itemized invoices by the CITY. Invoices will be submitted no more frequently than one invoice per month.

ARTICLE III – SCHEDULE

See Exhibit D

ARTICLE IV – STANDARDS

Design criteria will be in accordance with City of Raytown Specifications.

ARTICLE V – COVENANT AGAINST CONTINGENT FEES

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working for the ENGINEER, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee, plus reasonable attorney's fee.

ARTICLE VI – SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the CITY. The subletting of the work shall in no way relieve the ENGINEER of his primary responsibility for the quality and performance of the work.

ARTICLE VII – SUBLETTING, ASSIGNMENT ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the ENGINEER and shall reflect the name and seal of the Registered Professional Engineer endorsing the work.

ARTICLE VIII – RETENTION OF RECORDS

The ENGINEER shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for the period of not less than three years following final payment. Said records shall be made available for inspections by authorized representatives of the CITY, during regular working hours at the ENGINEER place of business.

ARTICLE IX – OWNERSHIP OF DOCUMENTS

Plans, tracing, maps and specifications prepared under this contract shall be delivered to and become the property of the CITY upon termination or completion of work. Copies of basic survey notes, design computations and other data prepared under this contract shall be made available for use by the CITY without restriction or limitations on its use. If the CITY incorporates any portion of the work into a project other than that for which it was performed, the CITY shall save the ENGINEER harmless from any claims and liabilities resulting from such use, the extent permitted by law.

ARTICLE X – TERMINATION

The CITY may terminate the contract at any time by giving seven (7) days written notice. If the contract is terminated because the project is abandoned or postponed by the CITY, the ENGINEER will be paid for services performed to the date of termination.

If the contract is terminated due to the ENGINEER service being unsatisfactory in the judgment of the CITY, or if the ENGINEER fails to prosecute the work with due diligence, the CITY may procure completions of the work in such a manner as it deems to be in the best interest of the CITY. The ENGINEER will be paid for the services performed to the date of termination. The ENGINEER may terminate the agreement for non-payment by the CITY.

ARTICLE XI – DECISIONS UNDER THIS CONTRACT

The CITY will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The CITY'S decisions shall be final and conclusive.

ARTICLE XII – SUCCESSORS AND ASSIGNS

The CITY and the ENGINEER agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XIII – COMPLIANCE WITH LAWS

The ENGINEER shall comply with federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XIV – RESPONSIBILITY FOR CLAIMS AND LIABILITY

The ENGINEER agrees to save harmless the CITY from all claims and liabilities due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XV – NONDISCRIMINATION

The ENGINEER, with regard to the work performed by it after award and prior to the completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors. The ENGINEER will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations, either by competitive bidding or negotiation made by the ENGINEER for work to be performed under a subcontract, including procurement of material or equipment, each potential subcontract or supplier shall be notified by the ENGINEER'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE XVI – GENERAL CONSIDERATIONS

- A. The City of Raytown expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.
- B. The CITY and ENGINEER mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.
- C. The ENGINEER agrees to maintain error and/or omission or liability insurance coverage in an amount sufficient to cover the estimated design cost of the project.
- D. Insurance: The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Worker's Compensation Acts, and insurance from claims for bodily injury, death, or property damage which may arise from the performance of his services under this agreement.
- E. The ENGINEER must be current with payment to the City of Raytown and/or Jackson County, Missouri regarding Personal Property and Real Estates Tax (if applicable).
- F. The following limitations of responsibility shall apply to the ENGINEER for services provided during construction of the project.
 - 1. Shall not be held responsible for Contractor's construction means, methods, techniques, sequences, procedures, or the safety precautions, or any programs indirect thereto.
 - 2. Shall not be held responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
 - 3. Shall not be held responsible for acts or omissions of the Contractor or any subcontractor or their agents or employees or any other persons performing any of the work.
- G. STANDARD OF CARE: In providing services under this Agreement, Olsson shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Olsson and by mutual agreement between the parties, Olsson will, without additional compensation, correct those services not meeting such a standard.

H. **LIMITATION OF LIABILITY:** Notwithstanding any other provision of this Agreement, the Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed \$1,000,000. The Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

**EXHIBIT B
Schedule of Hourly Rates**

Personnel		Total Hr.	2016 \$ Per Hr.	Total Cost
Team Leader	Team Lead	9	\$180.00	\$1,620
Senior Project Engineer	Sen Proj Eng	9	\$155.00	\$1,395
Project Engineer	Proj Eng	117	\$120.00	\$14,040
Associate Engineer	Assoc Eng	144	\$105.00	\$15,120
Senior Technician	SrTech	16	\$100.00	\$1,600
Design Technician	Tech	84	\$82.00	\$6,888
Administrative Assistant	Admin	4	\$60.00	\$240
	-			
	-	383	\$106.80	\$40,903
	-			
	-			
	-			
	-			

Special Services not included in above categories will be provided on a special labor rate schedule. Rates subject to change based upon annual updates to Billing Rates.



2016 Fee Estimate Worksheet

Project Name & Number 83rd Street Bridge Topo Raytown

WORK TASK DESCRIPTION											
Project Principal	Senior Administration	Survey Manager (PLS)	Utility Locator	Survey Crew	Exhibits (Each)	Mileage	Direct Expenses	Labor Sub-Total	Units Sub-Total	Direct Exp Sub-Total	TOTAL
Project Administration											
2	2						\$ -	\$ 1,032.86	-	-	\$ 1,032.86
Topographic Survey											
		16		8		150	\$ -	\$ 12,252.00	2,000.00	\$ 1,281.00	\$ 15,533.00
		16	4	24 4			\$ - \$ -	\$ - \$ -	-	-	-
				16	4		\$ 300	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
Construction Staking - Not Included											
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
Utility Coordination - Not Included											
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-	-	-
							\$ -	-	-		

EXHIBIT C
Schedule of Reimbursable Fees

SUMMARY

Task No.	Task Description	Fee Estimate
1	Project Meetings & Management	\$4,800.00
2	Survey (TREKK)	\$16,565.86
3	Bridge TSL Study	\$16,168.00
4	Hydraulic and Hydrologic Design	\$6,250.00
5	Roadway Conceptual Design	\$12,440.00
6	Quality Assurance/Quality Control (QA/QC)	\$1,245.00
-	Expenses	\$333.00
TOTAL PROJECT COST		\$57,801.86

EXHIBIT C
Schedule of Reimbursable Fees

Task No.	Description of Work Items / Tasks	Team Lead	Sen Proj Eng	Proj Eng	Assoc Eng	SrTech	Tech	Admin	Total Manhours	Total Labor Fee	Total Fee (A+B+C)
1	Project Meetings & Management										
	Project Management	2		12					14	\$1,800	\$1,800.00
	Invoicing			2				4	6	\$480	\$480.00
	Pre-design Meetings (1)			2					2	\$240	\$240.00
	Progress Meetings (3)			3					3	\$360	\$360.00
	Review Meetings (1)			2					2	\$240	\$240.00
	Presentation to Board of Alderman	4		8					12	\$1,680	\$1,680.00
1	Project Meetings & Management	6	0	29	0	0	0	4	39	\$4,800	\$4,800.00
2	Survey (TREKK)										
	See attached man-hours spreadsheet										
2	Survey (TREKK)	0	0	0	0	0	0	0	0	\$0	\$0.00
3	Bridge TSL Study										
	<i>Bridge Inspection</i>										
	Prepare Structural Evaluation Criteria			2					2	\$240	\$240.00
	Site Visit for Bridge and Retaining Walls			8	8				16	\$1,800	\$1,800.00
	Summarize Field Notes and prepare Photo Log			2	4				6	\$660	\$660.00
	Prepare Inspection Findings (chapter of Memorandum deliverable)			4	8				12	\$1,320	\$1,320.00
	<i>Conceptual Design</i>										
	Review As-Builts, prior inspection reports			2					2	\$240	\$240.00
	Prepare Design Criteria			1					1	\$120	\$120.00
	Alt #1 - TSL for new multi-span prestressed girder bridge			4					4	\$480	\$480.00
	Alt #1 - Preliminary 2D superstructure model			1	4				5	\$540	\$540.00
	Alt #1 - Size new retaining walls on approaches			1	2				3	\$330	\$330.00
	Alt #2 - TSL for superstructure replacement option			2					2	\$240	\$240.00
	Alt #2 - Preliminary 2D superstructure model for new slab bridge			1	4				5	\$540	\$540.00
	Alt #2 - Evaluate existing substructure for re-use			4	8				12	\$1,320	\$1,320.00
	Alt #3 - TSL for Double Arch Structure			4					4	\$480	\$480.00
	Alt #3 - Coordinate with Manufacturer				4				4	\$420	\$420.00
	Alt #3 - Size headwalls & wingwalls			1	2				3	\$330	\$330.00
	Alt #4 - TSL for single span girder structure with MSE walls			4					4	\$480	\$480.00
	Alt #4 - Preliminary 2D Superstructure model			1	4				5	\$540	\$540.00
	Prepare bridge and wall cost estimates (4)			2	4				6	\$660	\$660.00
	Prepare plan exhibits for each alternative (4)			2	8	8	24		42	\$3,848	\$3,848.00
	Prepare and Submit Memorandum		4	8					12	\$1,580	\$1,580.00
3	Bridge TSL Study	0	4	54	60	8	24	0	150	\$16,168	\$16,168.00
4	Hydraulic and Hydrologic Design										
	Prepare Hydraulic Design Criteria			2					2	\$240	\$240.00
	Prepare Existing Conditions Model			8	16				24	\$2,950	\$2,950.00
	Model & provide conceptual design for bridge alternatives (4)		2	8	20				30	\$3,060	\$3,060.00
4	Hydraulic and Hydrologic Design	0	2	18	36	0	0	0	56	\$6,250	\$6,250.00
5	Roadway Conceptual Design										
	Layout approaches, sidewalks, and transitions for Alts (4)			4	12		16		32	\$3,052	\$3,052.00
	Typical Sections				4		4		8	\$748	\$748.00
	Alignment and Profile			2	8				10	\$1,080	\$1,080.00
	Preliminary storm water analysis				4				4	\$420	\$420.00
	Prepare plan exhibits for each alternative (4)			4	12	8	40		64	\$5,820	\$5,820.00
	Prepare quantities & roadway cost estimates (4)			4	8				12	\$1,320	\$1,320.00
5	Roadway Conceptual Design	0	0	14	48	8	60	0	130	\$12,440	\$12,440.00
6	Quality Assurance/Quality Control (QA/QC)										
	Project Management & Programming Reviews	1	1						2	\$335	\$335.00
	QA/QC Plan Exhibit Production	2	2	2					6	\$910	\$910.00
6	Quality Assurance/Quality Control (QA/QC)	3	3	2	0	0	0	0	8	\$1,245	\$1,245.00
	Total Manhours (Olsson)	9	9	117	144	16	84	4	383	\$40,903	\$40,903.00

EXHIBIT C
Schedule of Reimbursable Expenses

Expenses	Amount		\$ Ea.		Cost
Mileage	200	Miles @	0.540		\$108.00
Presentation Boards	3	Each @	50.00		\$150.00
Plotting/Printing	200	Plots @	0.25		\$50.00
Postage & Shipping Charges	1	Each @	25.00		\$25.00
			Total		\$333.00

EXHIBIT D

Project Schedule

SURVEY, H&H, CONCEPTUAL ROADWAY DESIGN AND BRIDGE TSL STUDY

83rd STREET BRIDGE IN RAYTOWN, MO

This exhibit is hereby attached to and made a part of the General Engineering Services Contract dated March 17, 2016 between the City of Raytown (“Client”) and Olsson Associates (“Olsson”) providing for professional services. Olsson’s Project Schedule for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Raytown, MO

Project Description: The project is the replacement of the 83rd Street Bridge, located approximately ¼ mile east of Raytown Road.

Schedule

Notice-to-proceed

March 24, 2016

Deliver Recommendations Memo

June 1, 2016

Presentation to Board of Alderman

June 17, 2016

CITY OF RAYTOWN
Request for Committee Action

Date: March 22, 2016
To: Municipal Committee
From: Kati Horner Gonzalez, Assistant Director of Public Works

Action Requested: Municipal Committee discussion of the existing City policies and procedures regarding citywide clean-up efforts.

Recommendation: Increase Clean-Up Coupon allowance to one per quarter per address.

Analysis: This discussion will outline the policies and procedures in which the City has implemented and follows in regards to citywide cleanup.

The City currently utilizes the Clean-Up Coupon program which allows residents to purchase two coupons per two years per address. The coupon allows residents to dispose of \$25 worth of yard waste for \$5 at designated disposal locations (see attached). The City has also allowed the purchase of additional coupons after wind/storm events resulting in significant levels of debris. In 2015, 203 Clean-Up Coupons were issued. Resulting in a cost of \$4060 incurred by the City for clean-up efforts at a cost of \$20 per person utilizing the service.

Staff has found this to be a cost-effective program that has steadily grown in use each year since its implementation. The Public Works Department is working toward implementing new procedures to promote a more widespread use throughout the City. Currently staff is working toward implementing capabilities for Public Works staff to accept payment online and mail the coupon to residents. Additionally, it is recommended that the limit be increased from two coupons per two years to four coupons per year, or one per coupon per quarter, based upon the requests received from residents to raise the limits.

Other ideas that have been previously implemented or suggested include a Clean-Up Day event. While this program experienced some positive results, there are multiple challenges experienced by City staff such as inflexibility of availability (only one day of the year), significant overtime expenses, safety concerns, and inefficient use of City funds.

Another idea to be investigated is entering and agreement with Kansas City and/or Lee's Summit at their disposal facilities. This program is a set fee of \$30,000 per year; using clean-up coupon participation for a baseline, this would result in a \$130 cost per user.

Alternatives: See above.

Budgetary Impact: None.

- Not Applicable
 Budgeted item with available funds

Additional Information: Current Clean-Up Coupon pricing options, 2013 Clean-Up Coupon Presentation;



Raytown Cleanup Day

Objective



The purpose of the community cleanup day event is to provide the residents of Raytown an option to dispose of unwanted items and debris. Staff proposes changes to make the event more targeted, productive, and efficient.

Topics of Discussion...

- Current Program Challenges
- Proposed changes
- Benefits of Change
- Program Details
- Program Limits

Current Program Challenges



The current one day event has the following challenges:

1. It is a one day event that last 7 hours.
2. Traffic congestion along Raytown Road
3. Overtime expenses for staff
4. Potential for injuries.
5. Utilization by non-Raytown residents.

Proposed Changes



Staff proposes to change from a one-day event to a coupon system. The coupon system would provide a \$25 coupon valid at participating vendors. The coupon would cost Raytown residents \$5 and they would be limited to 2 coupons per 2 year period.

Benefits of Change



- 305 days available for disposal
- 2448 hours available for disposal
- More days available for community groups to organize and participate
- Lower cost per participating resident
- Ability to serve more residents
- More avenues for code enforcement to be proactive in solving issues.
- Less non-resident utilization

Program Details



- Coupons will cost \$5 to get a \$25 value
- Limit of 2 coupons per residential property in a 2 year period
- Coupons will have a 60 day expiration period
- Proof of residency in the form of a utility bill and picture ID required to receive a coupon
- Vendor sets all fees, the city does not dictate or negotiate fees
- A limited number of coupons will available free of charge to non-profit groups based in Raytown for community outreach programs.
- Two vendors available
 - Material Recovery & Transfer, LLC
 - Flynn's Raytown Disposal Service, Inc

Program Details



- Current budget allows for the following coupons
 - 600 coupons for residents
 - 120 coupons for code enforcement and not for profit groups
- Material Recovery and Transfer LLC (MRT) is a drop off site and is located 2 miles Northwest of the current site at Super Splash.
- The most economical alternative will be the drop off site and Flynn's will be advantageous for those that don't have access to a truck or trailer.
- The \$25 value was set to coincide with the minimum amount charged at MRT.

Program Limits



- The allocated budget for the program will limit the number of coupons issued.
- Commercial and apartment properties are not eligible to participate.
- No cash back from vendors and no refunds for unused coupons
- Valid for primary residence only.
- No 3rd party issuance of coupons
- No coupon issuance by mail.
- Vendor participation limited to help prevent abuse and fraud.



Questions?



Flynn's Raytown Disposal Service, Inc.

Flynn's Raytown Disposal Service, Inc. is the only privately and locally owned trash disposal service in Raytown. We have been servicing the industry since 1979, establishing service in Raytown in 1988. At Flynn's we take joy in our high quality services and are proud to be family owned and operated.

We are located at:

9610 East 55th Street
Raytown, MO 64133
(816) 358-1211

Our mailing address is:

P.O. Box 18007
Raytown, MO 64133-0407

Office Hours:

Monday through Thursday - 9:00am to 4:00pm
Friday - 9:00am to 12:00pm

2014 Holiday Schedule:

Memorial Day, May 26, 2014: The office will be closed. there will be no pick up or delay in yard waste service for the week. Trash pick-up will remain on schedule for the Raytown residential services.

Independence Day, July 4, 2014: Trash pick-up will remain on schedule for the Raytown residential services.

Labor Day, September 1, 2014: The office will be closed, there will be no pick up or delay in yard waste service for the week. Trash pick-up will remain on schedule for the Raytown residential services.

Thanksgiving, November 27, 2014: The office will be closed, there will be no residential trash pick-up on Thursday. Thursday services will be picked up on Friday and Friday services will be picked up on Saturday.

Christmas, December 25, 2014: There will be no pick-up on Christmas Day. Thursday services will be pick up on Friday, Friday services will be picked up on Saturday. Tuesday & Wednesday services will remain on schedule.

New Year's Day, January 1, 2015: There will be no pick-up on New Year's Day, Thursday services will be picked up on Friday. Friday services will be picked up on Saturday. Tuesday & Wednesday services will remain on schedule.

ORGANIC WASTE RECYCLING PRICE LIST

Ranked #1 in Kansas City by Andover Group Research.

Missouri Organic



7700 E 40 Hwy. • Kansas City, MO 64129

Call (816) 483-0908 • Fax (816) 483-0911

E-mail: kevin@missouriorganic.com

www.missouriorganic.com

Hours: M-F 8-5 – SAT 8-4

Fees for organic waste dropped off at our facility

Full sized pickup truck even with bed	\$ 20.00
Full sized pickup truck even with cab	\$ 30.00
Full sized pickup truck over the cab	\$ 35.00 & up
Mini pickup truck even with bed	\$ 17.00
Mini pickup truck even with cab	\$ 25.00
Mini pickup truck over the cab	\$ 30.00 & up
All other trucks & trailers	\$ 6.75 per cubic yd.
Bags (must empty plastic bags)	\$ 1.00 per bag
Chip trucks (2 ton minimum)	\$18.28 per ton
Grapple trucks (2 ton minimum)	\$24.97 per ton

Cubic yard conversion

(length x width x depth = cubic feet divided by 27 = cubic yards)

We will accept grass, leaves and brush. Every load will be inspected.

If any other items are found, entire load will be rejected!

To determine the quantity needed go to www.missouriorganic.com and click on the Materials Calculator at the top of the page.



Material Recovery & Transfer, LLC

Material Recovery & Transfer, LLC
4020 Winchester Avenue
Kansas City, MO 64129
816-921-8286 --- gottrash@kcmrt.com

We are a transfer station. We sort, separate, recycle, & transfer various materials. We accept garbage, construction, yard debris, & non-hazardous miscellaneous waste. We are conveniently located 1 block south of 39th & Raytown Rd, on the west side of I-435 / I-70 interchange.

BUSINESS HOURS:

Monday - Friday 7:30 am - 6 pm
Saturday 7:30 am - 4 pm

SERVICES:

- Waste Disposal
- Waste Recycling
- Wood Reclamation
- Non-Hazardous Waste
- Construction and Demolition Waste

SERVICE RATES ... PLEASE CALL US FOR MORE DETAILS

Trucks and Trailers with Construction Material

- \$50 Minimum
- First 2 tons \$50 / \$33 per ton overage

Small Loads Cars, Trucks and SUV's

- \$25 up to .25 Ton (0 to 500 pounds)
- \$37 .26 to .50 Ton (501 to 1000 pounds)
- \$50 .51 to 1.45 Ton (1001 to 2900 pounds)
- \$35 per ton overage

Tires:

- small = \$7
- medium = \$10
- large = \$25

Misc. Items by the Each:

Appliances	\$15
Appliances with Freon	\$30
Batteries	\$2
Computers	\$10
Bag of Leaves	\$1.50
Bag of Trash	\$2.50
Bike	\$7
Couch	\$15
Love Seat / Chair	\$10
Boat / Scrap Trailer	\$50
Pull Off	\$30
Rock / Dirt / Concrete <20 yards	\$50
Rock / Dirt / Concrete >20 yards	\$100
Rock / Dirt / Concrete (small load)	\$25

State tonnage fee of \$2.11 per ton – 5% fuel surcharge .
We accept Cash, American Express, Visa, MasterCard, & Discover

Closed:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day