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ENTERPRISE HOLDINGS

Enterprise

National

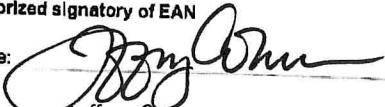
GLOBAL CORPORATE SERVICES AGREEMENT

Company Name		EAN Services, LLC ("EAN")	
Address		800 Corporate Park Drive, St. Louis, MO 63106	
Company Registration Number for itself and as agent for the Renting Entities (as defined herein)			
Account Manager	Full Name		
	Title		
	Telephone Number		
	Email Address		
CUSTOMER			
Company Name		Jackson County Missouri	
Address		415 E 12th St Kansas City, MO 64108-2708	
Company Registration Number			
Primary Contact	Full Name	Keith Allen	
	Title		
	Telephone Number		
	Email Address	kallen@jacksongov.org	

Effective Date	April 1, 2021
Term	This Agreement is effective commencing upon the Effective Date until terminated by EAN or Customer by providing the other with thirty days' written notice or as otherwise provided for herein.
Volume Benchmark	Customer intends to produce \$ 150,000.00 in time and mileage revenue during each twelve-month period during the term of the Agreement ("Volume Benchmark"). If at the end of the sixth month period from the Effective Date, the time and mileage revenue is less than forty percent of the Volume Benchmark, EAN may propose a rate increase by providing notice of the increase to Customer. Customer has ten days after receipt of the notice to object to such increased Rates; otherwise the increased Rates become effective as of the date set forth in the notice. If Customer does not accept the proposed increased Rates, EAN may terminate the Agreement effective immediately notwithstanding other termination provisions set forth herein.
Rental Rates	The Rates are as set forth on the attached Schedule(s) for the first twelve months of this Agreement ("Initial Term"). For each twelve-month period thereafter, EAN may increase the Rates by \$1 above the Rates for the preceding twelve-month period.
Renting Entities' Status	Customer shall recommend the National Car Rental and Enterprise Rent-A-Car brands as Preferred options to Eligible Renters renting vehicles for Business Use in the jurisdictions set forth in the Agreement. Furthermore, Customer shall promote this provider status to its travel management company as well as on its internal website and through other company-wide internal communication networks, where applicable.
Schedule(s)	Schedule(s) 1, 2: Rates and Country Specific Terms and Conditions, attached and incorporated herein by reference.

The Agreement Details together with the Terms and Conditions and any Schedule(s) attached to the Agreement Details form the entire agreement (the Agreement) between EAN (for itself and as agent for the Renting Entities) and Customer. The undersigned hereby confirms that it is duly authorized to sign the Agreement on behalf of Customer and bind Customer thereto.

As authorized signatory of EAN


Signature: 

Name: Jeffrey Cowan

Title: Assistant Secretary

Date: March 19, 2021

For and on behalf of Customer

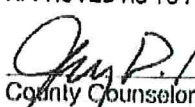
Signature: 

Name: Frank Director

Title: Frank Director

Date: 3-25-2021

APPROVED AS TO FORM


County Counselor

FILED

MAR 24 2021

MARY JO SPINO
COUNTY CLERK

Jackson County Missouri
National Account #: X205365
Enterprise Account #: X205365
Effective Date:

ATTEST:


Clerk of the County Legislature

GLOBAL CORPORATE SERVICES AGREEMENT TERMS AND CONDITIONS

1. Recitals

- 1.1 Customer wishes to obtain vehicles on a rental basis, as set out in the Agreement;
- 1.2 The applicable Renting Entity (as defined below) shall make rental vehicles available to Customer on the preferential Rates set out in the Agreement,
- 1.3 The Renting Entities have authorized EAN to negotiate in their name and on their behalf the Rates and terms and conditions of the car rental services for the Customer.

2. Definitions

Additional Authorized Driver means an individual who: (a) is a capable and validly licensed driver; (b) is at least 21 years of age (25 or older for luxury, sport utility, pick-up trucks, minivans, and 12 and 15 passenger vans) (a young renter fee may apply for drivers under age 25) unless otherwise required by law; (c) has the Eligible Renter's prior permission to drive the rental vehicle; and (d) is either an immediate family member of the Eligible Renter, employer or fellow employee of the Eligible Renter who drives the rental vehicle for business purposes.

Affiliate means any entity that owns directly or indirectly, is owned by, or is under common ownership with another entity;

Business Use means rentals under any Rental Contract which are paid, in whole or in part, by Customer or its Affiliates or for which the Eligible Renter is reimbursed, in whole or in part, by Customer or its Affiliates;

Eligible Renter means an employee of Customer or its Affiliates;

Franchisees means EAN's and its Affiliates' network of independently owned franchisees and licensees operating Enterprise Rent-A-Car and National Car Rental brand vehicle rental locations, as comprised from time to time;

Location Surcharges means additional geographic surcharges depending on the originating location of rental; **Rates** means the base rental rates which differ by brand and location as set out in the Schedule(s) that a Renting Entity shall charge an Eligible Renter, as increased in accordance with the Agreement Details or paragraph 8.1, if applicable;

Rental Contract means any agreement between Customer or an Eligible Renter and Renting Entity for rental of a vehicle.

Renting Entity means the principal provider of vehicle rental services, which is the Affiliate or Franchisee operating the rental facility from which the vehicle rental occurs, and as identified in the applicable Rental Contract.

3. EAN As Agent

- 3.1 Except for such rights as are expressly granted to EAN hereunder, EAN enters into this Agreement as agent for all of its operating Affiliates and Franchisees [and as a principal when EAN acts as a Renting Entity].
- 3.2 Unless otherwise provided for on a Schedule, the Agreement only applies to and covers vehicle rentals to Eligible Renters from a vehicle rental facility which is located in the jurisdictions set forth in the attached Schedule(s) and which is operated under the brand name as set forth on each applicable Schedule. The Agreement may be amended from time to time to include any Rates and terms and conditions applicable to any additional jurisdictions not specifically scheduled in the Agreement by the parties' agreeing in writing to country-specific Schedule(s) applicable to the jurisdictions to be added.

4. Termination

- 4.1 In addition to other termination rights set forth in the Agreement, the Agreement may be terminated: (a) by written notice by EAN or Customer if the other (or, in the case of Customer, any Eligible Renter) defaults in the performance of any of its obligations or duties under the Agreement or (in the case of an Eligible Renter) any Rental Contract and such failure continues for a period of ten days after receipt of a written notice from the non-defaulting party, or (b) by either EAN or Customer if the other is

unable to pay its debts as they fall due, becomes insolvent, enters bankruptcy administration, or receivership proceedings or similar proceedings in any jurisdiction, passes a resolution for its winding-up (save for the sole purpose of a solvent liquidation to effect a reconstruction or amalgamation), or ceases to trade or appears in the reasonable opinion of the first party likely to cease to trade. The right of termination is in addition to any and all other rights and remedies which the non-defaulting party may have at law or in equity. The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liabilities of EAN, the Renting Entities or Customer which accrued prior to termination and the conditions which expressly or impliedly have effect after termination continue to be enforceable notwithstanding.

5. Rental Program

- 5.1 The applicable Renting Entity shall ensure that vehicles are made available to Eligible Renters for rental for Business Use and Leisure Use if applicable on a particular Schedule at the Rates provided in the Agreement when the Eligible Renter makes an advance reservation, subject to availability. Eligible Renters must use the Account Number(s) assigned by EAN to Customer when making the reservation for the rental. All rentals under the Agreement must be made through a booking channel(s) approved by EAN or its designee in writing (each, an "Authorized Booking Channel"). If an Eligible Renter does not use the applicable Account Number as set forth in the Agreement for a rental, the Rates and terms and conditions of the Agreement do not apply to such rental.

6. Rental Contracts

- 6.1 For each vehicle rented, the Eligible Renter or Customer shall enter into the Rental Contract of the Renting Entity, which will govern the applicable vehicle rental,
- 6.2 Any insurance, waiver, or protection products included in the Agreement or any Rental Contract are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy.

7. Customer Responsibility for Business Use Rentals

- 7.1 The parties agree that Business Use rentals are primarily for the benefit of Customer or its Affiliates, and therefore, unless Customer, the applicable Affiliate or the Eligible Renter pays the Renting Entity by credit card at the time of rental, Customer shall pay EAN as agent of the Renting Entity upon demand the applicable Rates for all rentals and other amounts owed under all Rental Contracts relating to a Business Use rental, including where applicable, amounts not timely paid by an Eligible Renter, including but not limited to amounts arising from traffic violations, tolls, parking fines and fees, excess amounts, vehicle damage and loss (except to the extent covered by a damage waiver product provided by the Renting Entity, which may be referred to as LDW or CDW), optional equipment, etc. For amounts not paid by Customer within thirty days after the date due, Customer (unless not responsible for the delay) shall pay: (a) in the US and Canada, a late charge of one and one half percent per month on the unpaid amount; or (b) in Europe, a rate of five percentage points over the European Central Bank Main Refinancing rate for the time being in force and compounded monthly; not to exceed in either case the maximum rate allowable by law.
- 7.2 Customer shall reimburse EAN or the Renting Entity for all claims, demands, losses, expenses and liabilities relating to third party claims against EAN, its Affiliates, or Franchisees arising out of or in connection with a Business Use Rental.

8. Rental Rates

- 8.1 The Renting Entities shall ensure that all Rental Contracts reflect the Rates, and Location Surcharges as set out in the Schedule(s) to the Agreement. EAN may modify the Location Surcharges in EAN's sole discretion. Vehicle classes are subject to availability, and the Renting Entity

in its sole discretion determines the specific make and/or model of vehicles within each class and/or SIPP codes. The vehicle class allowed may be restricted due to the driver's age. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day").

9. Assignment

9.1 Subject to Paragraph 3, neither party may assign or otherwise transfer any of its rights or delegate the performance of any of its obligations or duties under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed.

10. Eligible Renters

10.1 In order for an Eligible Renter to be eligible to rent from a Renting Entity, he/she must meet the qualifications to rent as set forth by the Renting Entity for the originating rental location. Customer may be required to confirm the status of any person claiming to be an Eligible Renter or Additional Authorized Driver in the event that person has or causes an accident. If, for any reason, Customer does not confirm the status of the person in question as an Eligible Renter or Additional Authorized Driver, the applicable Renting Entity will not provide to that person any of the driver protection products afforded to Eligible Renters or Additional Authorized Drivers unless required by applicable law. Unless applicable law requires otherwise, the rental vehicle may not be driven by anyone except an Additional Authorized Driver or the Eligible Renter. Customer shall not allow use of the rental vehicle by any driver in violation of the terms and conditions of the applicable Rental Contract. In addition, Customer is responsible for controlling access to and use of Account Number(s) and vehicle reservation booking tools and for any rentals related thereto.

10.2 EAN and the Renting Entities may be subject to laws that regulate the manner and form in which pricing is disclosed to Eligible Renters. To ensure compliance with such laws, Customer is responsible for directing Eligible Renters to an Authorized Booking Channel to obtain pricing for a particular rental using the Account Number(s) assigned by EAN to Customer. Customer shall also ensure that the Schedules to this Agreement are not distributed to Eligible Renters.

11. Miscellaneous

11.1 *Confidentiality.* Except as otherwise required by law, Customer shall maintain the confidentiality of the pricing offered to Customer and all other terms of the Agreement, including but not limited to the Account Number(s) assigned to Customer and shall require that its employees do the same. Such requirement of confidentiality survives termination of the Agreement for any reason. EAN and its Affiliates and Franchisees may share information provided by Customer to EAN or any Affiliate with their respective Affiliates and Franchisees.

11.2 *Entire Agreement; Amendment; Conflicts.* The Agreement (which supersedes any existing agreement regarding the subject matter of corporate vehicle rental between Customer and EAN or any Affiliate) sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. To the extent of a conflict between the terms of the Agreement and a Schedule, the terms of the Schedule prevail. Notwithstanding the foregoing, any existing Rental Contract shall remain in effect, provided that in the event of a conflict between the terms of the Agreement and a Rental Contract, the terms of the Agreement prevail.

11.3 *Third Party Beneficiaries.* This Agreement is not intended to benefit any other person except the parties and their respective Affiliates and no other person is entitled to any rights under this Agreement as a third party beneficiary.

11.4 *Choice of Law.* The Agreement and all claims arising out of or related to the Agreement are governed by the substantive laws of Missouri without taking into account any conflict of law principles which would require application of another law. Rental Contracts are governed by the substantive laws of the state, province or country, as applicable, in which they are executed, or for Emerald Club rentals, the laws of the country in which the specific vehicle rental originates.

11.5 *Jurisdiction.* The parties shall bring any claim or action arising under the Agreement only in the State or Federal Courts of Missouri. Notwithstanding the foregoing, a Renting Entity or Customer can bring any claim or action arising under a Rental Contract in the jurisdiction set forth in the relevant Rental Contract.

11.6 *Signature.* The Agreement may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart is deemed to be an original, but all such counterparts together constitute but one and the same agreement. Receipt of an executed signature page to the Agreement by facsimile, PDF or other electronic transmission constitutes effective delivery thereof.

11.7 *Force Majeure.* No party is liable to another or is deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under the Agreement if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following are regarded as causes beyond a party's reasonable control: an act of God (explosion, flood, storm, fire or accident); war or threat of war, sabotage, insurrection, civil disturbance or requisition; strikes, lockouts or other industrial actions and trade disputes, whether involving employees of either party or of a third party; and power failure or breakdown in machinery. If such a cause occurs, EAN or the applicable Renting Entities may determine in their discretion to prioritize rental fulfillment to its customers which could restrict or limit rentals to Customer for a period of time until normal operations are able to be resumed as determined by EAN or the applicable Renting Entity. Neither the acts nor omissions of Customer's employees or renters (in particular driving accidents and offenses) or delay or failure in payment are regarded as "force majeure" events.

11.8 *Compliance with Laws.* EAN, Customer and the Renting Entity shall each comply with all International, federal, state/provincial and municipal and local laws, rules, regulations and ordinances applicable to their respective businesses and to the services hereunder in effect from time to time.

11.9 *Data Protection.* EAN, Customer, and the Renting Entity shall each comply with its obligations under applicable data protection law.

11.10 *Indirect and Consequential Damages.* EAN, Renting Entity, and Customer shall not be liable to one another for any loss of revenue, profits or goodwill or for any indirect or consequential losses resulting from a breach of this Agreement or any services provided thereunder.

12. Notices

12.1 Notices under the Agreement must be in writing and are effective when delivered personally or by overnight courier, or mailed, postage prepaid, by certified or registered mail to each party at the addresses set forth under "Agreement Details" above (or to such other address(es) as either party may from time to time provide the other).

**Global Corporate Services Agreement
Schedule 1**

Unless a Rate Schedule and terms and conditions for any particular country(ies) are attached to and incorporated in the Agreement, this Schedule applies to rentals from locations not otherwise scheduled under this Agreement.

1. BPRI Rates

- 1.1. Except as otherwise provided herein, inclusive business partner rates quoted at the time of reservation when reserved using the assigned Account Number ("BPRI") will apply to all Eligible Renters at National Car Rental and Enterprise Rent-A-Car branded locations.
- 1.2. BPRI are accessible through all standard reservation systems. Such rentals may be subject to the terms and conditions of the Applicable Affiliate or Franchisee at the time of rental.
- 1.3. BPRI include Damage Waiver.
 - 1.3.1. Unless indicated otherwise, an excess or deductible shall apply.
 - 1.3.2. Customer may be required to maintain additional third party liability coverage. The Renting Entity maintains the requisite minimum automobile insurance coverage as determined by the applicable laws of each country of rental.
 - 1.3.3. Priority and applicability of coverage is regulated by the controlling jurisdictional law.
 - 1.3.4. Eligible Renter may elect to purchase optional protection products separately at the time of rental.
 - 1.3.5. Rates identified as "Inclusive" only provide the specific protection products detailed for each particular country and identified at the time of reservation. The specific terms of any Driver Protection Products included in Inclusive Rates for each specific country are disclosed in the applicable Rental Contract.
2. *For rentals in the UK, if the vehicle rental is intended to exceed 90 days, the Eligible Renter shall execute the Rental Contract in the name and on behalf of Customer. If at Customer's request, the Renting Entity delivers a vehicle to Customer, but neither Customer nor the Eligible Renter executes the rental contract, Customer is deemed to have entered into the Renting Entity's standard rental agreement valid at the time of the rental, which for purposes of this Agreement is deemed the Rental Contract.*

**Global Corporate Services Agreement
Schedule 2**

**This schedule applies to rentals at locations of the Affiliates and Franchisees in the United States
(including Puerto Rico) and Canada**

(Account Numbers: Business - XZ05365; Kansas City Rentals - XZ05344)



**Rates for rental transactions originating and terminating at a National brand location,
except as provided for herein, are as follows:**

For rentals in the U.S. and Puerto Rico, the renting location from which the rental originates will apply a ten percent (10%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating National locations ("Rate Discount").



**Rates for rental transactions originating and terminating at an Enterprise brand location,
except as provided for herein, are as follows:**

For rentals in the U.S. and Puerto Rico, the renting location from which the rental originates will apply a five percent (5%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating home city and airport Enterprise locations ("Rate Discount").

**Rates for rental transactions at Enterprise brand Home City locations
in Kansas City are as follows:**

VEHICLE SIPP CODES	VEHICLE CLASS	ENTERPRISE BRAND DAILY RATES
ECAR	Economy	\$28.00
CCAR	Compact	\$28.00
ICAR	Intermediate	\$29.75
SCAR	Standard	\$29.75
FCAR	Full Size	\$32.50
PCAR	Premium	\$49.00
MVAR	Minivan	\$49.00
IFAR	Intermediate SUV	\$49.00
SFAR	Standard SUV	\$49.00
FFAR	Large SUV	\$64.00
SPAR	½ ton Standard Truck	\$54.00
PPAR	½ ton Full Size Truck	\$59.00
SKAR	Cargo Van	\$54.00
RVAR	12 Passenger Van	\$116.00



**Rates for rental transactions originating and terminating at a National brand location,
except as provided for herein, are as follows:**

For rentals in Canada, the renting location from which the rental originates will apply a ten percent (10%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating National locations ("Rate Discount").



**Rates for rental transactions originating and terminating at an Enterprise brand location,
except as provided for herein, are as follows:**

For rentals in Canada, the renting location from which the rental originates will apply a five percent (5%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating home city and airport Enterprise locations ("Rate Discount").

Terms and Conditions:

1. Emerald Club Rates:

For Emerald Club members using the Emerald Aisle in the United States or Canada, the Rate charged shall be the intermediate car (ICAR) rate. For rentals outside of the Emerald Aisle (including Emerald Club Members renting at non Emerald Aisle locations), the Rate charged shall be the rate for the vehicle rented.

2. Long Term Rentals:

When renting with Account Number XZ05344, a rental of at least two (2) consecutive months and up to a maximum of eleven (11) consecutive months ("Long-Term Rental") can be initiated by Customer at Enterprise locations. Customer understands and agrees that any Long-Term Rentals will be invoiced in the ordinary course (every 30 days) and subject to the then applicable Rental Contract and shall, under no circumstances, be considered a vehicle lease. The Long-Term Rental rates shall be the rates for Monthly Rentals set forth in the Agreement.

3. Waive Youthful Driver Surcharge:

EAN agrees to waive the youthful driver surcharge for Eligible Renters who are twenty-one (21) to twenty-four (24) years old renting for Business Use pursuant to this Agreement.

4. Weekly and Monthly Rates:

When renting with Account Number XZ05344, for Enterprise brand Home City rentals by the same Eligible Renter in Kansas City, MO, weekly rates are five (5) times the Daily Rate for the Vehicle Class rented, and the monthly rate will be four (4) times the Weekly Rate for the Vehicle Class rented.

5. Mileage/Kilometers:

When renting with Account Number XZ05344, in Kansas City, MO, except for one-way rentals as may be set forth herein, Enterprise brand Home City Rates include free miles up to 3,000 miles per rental for all vehicle classes, as applicable. Any additional miles will incur an additional charge of \$0.20 per mile.

When renting with Account Number XZ05365, in the United States and Puerto Rico, for National brand rentals and Enterprise brand rentals, any mileage fees charged by the renting location from which the rental originates will apply.

When renting with Account Number XZ05365, in Canada, except for one-way rentals as may be set forth herein, and with the exception of rentals from Franchisee locations, which may have different kilometer charges or other restrictions, for all National and Enterprise brand rentals, any kilometer fees charged by the renting location from which the rental originates will apply.

6. Exclusions:

Rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, one-way charges or any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage and Roadside Assistance Program/Roadside Plus, if applicable. Additional fees may be assessed for rentals from FBO locations.

Except as otherwise provided for in the Agreement, Rates are not available for rentals commencing in the New York Borough of Manhattan all day Friday through 12:59 p.m. Sunday. The standard, undiscounted daily rates charged by the renting location shall instead apply during those time periods; however, all other terms of this Agreement (including the provision of DW and Liability Protection) will remain applicable to such rentals provided Customer makes the reservation with its Account Number.

Rates may not apply in certain cities during special events, major holidays, and peak seasonal demand periods and reservations for these rentals may require a financial guarantee.

7. Geographic Restrictions:

Rentals shall not be driven across the U.S.-Canada or U.S.-Mexico borders without the applicable Renting Entity's prior written consent. Appropriate documentation may be necessary to avoid Customs issues, Customer may be required to agree to additional terms and conditions and additional insurance coverage may be required.

8. Signature on File:

As part of any Enterprise branded rental transaction in which EAN or a Renting Entity delivers possession of a rental vehicle to an Eligible Renter or agent of Customer other than the Eligible Renter intended as renter, the transaction will be subject to the following terms and procedures supplemental to those provided in the Rental Contract: (a) Customer's name will appear as "renter" on the Rental Contract; (b) the notation "Signature on File" will substitute for the signature or initials of the Eligible Renter intended as renter in each applicable part of the Rental Contract; (c) Customer will be responsible for designating the Eligible Renter intended as renter as authorized to accept possession of the rental vehicle, and for procuring a written receipt from such Eligible Renter confirming delivery of possession of the rental vehicle; (d) Customer will not allow use of the rental vehicle by any Eligible Renter under the age of 21 (25 or older for luxury, sport utility and 12- and 15-passenger vans) or as provided by law, or use by any Eligible Renter other than for Business Use, or use by any Eligible Renter not possessing a valid driver's license issued by the state or province in which the Eligible Renter resides; (e) in the United States, Customer will be responsible for ensuring compliance with California Vehicle Code Sections 14604-14609 and in Canada or the United States, in any other state's or province's comparable law by assuming EAN or the Renting Entity's responsibility to compare the signature of the Eligible Renter to whom the vehicle is to be rented to the signature of such Eligible Renter on his or her driver's license; (f) if the rental vehicle is a passenger van with seating for over 10 occupants, Customer will be responsible for distributing to all Eligible Renter drivers copies of the Large Van Addendum to the Rental Contract; and (g) Customer agrees to defend and indemnify EAN and Provider against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising from the use of any rental vehicle or breach of any Rental Contract term by any Eligible Renter in connection with a "signature-on-file" rental transaction, including any claim based on an allegation of negligent entrustment attributable to the incompetence of such Eligible Renter to operate the rental vehicle, or other allegation of negligence.

9. Car Classes:

This Agreement shall apply to all rentals hereunder; provided, however, that DW and third party liability, if included in the Rate, shall not apply for rentals of exotics and high line vehicles, including, without limitation, vehicles available through the Exotic Car Collection by Enterprise and the National Premium Selection, the makes and models of which may be changed from time to time by the applicable Renting Entity in its sole discretion; and provided, further, that any third party liability insurance prescribed by the applicable Canadian province shall apply. For car classes not listed herein, all National brand locations will apply up to a 15% discount off of the then-current rates the Renting Entity charges its business customers, which rate varies from time to time, differs by Renting Entity location, and is provided at the time the reservation is made, and rates for all Enterprise brand locations will be determined by the applicable Renting Entity in its sole determination.

10. Renter Qualifications:

In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate or Franchisee, he/she must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law; and 25 or older for luxury, sport utility, pick-up trucks, minivans, and 12 and 15 passenger vans), and meet the other normal renter qualifications of the applicable Affiliate or Franchisee at the applicable renting location.

11. Physical Damage and Third Party Liability:

For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle and for all third party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle, in each case in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Customer shall be responsible for damage to the vehicle and for all third party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) and in the United States can elect to purchase optional Supplemental Liability Protection (which also may be referred to as Supplemental Liability Insurance in the Rental Contract) at the origination of the rental if not included within the Rates herein. Liability Protection is not available for purchase in connection with vehicle rentals in Canada. Liability Protection for third party claims, if applicable, will be upon the terms and subject to the limitations set forth in the applicable Rental Contract and insurance policy.

When renting with Account Number XZ05365, Customer (for Business Use rentals) shall maintain throughout the term of this Agreement, at its expense, Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable vehicle) and Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) with limits of at least \$1,000,000 combined single limit covering all vehicles rented for Business Use pursuant to this Agreement. Customer agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Enterprise Holdings, Inc., its subsidiary and affiliated companies, limited liability companies and Franchisees as loss payees under the Physical Damage Insurance and as additional insureds under the liability insurance, as their respective interests may appear. An original certificate evidencing such coverage shall be furnished to EAN as reasonably requested from time to time. 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 EAN at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, (ii) that the liability coverage is "primary coverage" for the protection of Customer, EAN and the Affiliates, notwithstanding any other coverage carried by EAN or any Affiliate protecting against similar risks, and (iii) that no act or default of Customer or any other person shall affect the right of EAN or any Affiliate or Franchisee to recover under such policy or policies of insurance in the event of any loss of or damage to any vehicle or in the event of any third party damages or losses. In Canada, each applicable Affiliate has arranged for motor vehicle liability insurance with an authorized insurer, to provide coverage in accordance with the standard automobile insurance policy, to at least the minimum limits for third party liability prescribed by the applicable province, territory or other jurisdiction. To the extent required by law, the insurance may also provide for limited Accident Benefits and Uninsured/Unidentified Motorist Coverage. Provincial or other laws determine minimum limits and priority of coverage for motor vehicle liability insurance.

When renting with Account Number XZ05344, for Enterprise brand Home City rentals to Eligible Renters in Kansas City, MO for Business Use only, Rates include full DW (may be described as LDW or CDW in the applicable Rental Contract), with no retained responsibility, upon the terms and subject to the limitations set forth in the applicable Rental Contract. Customer will advise Eligible Renters that DW applies to their Business Use rentals only. Customer will verify that a rental was a Business Use rental in the event of an accident or in the event the vehicle suffers loss or damage. If the Customer cannot provide such verification, the applicable Renting Entity is not obligated to provide DW and may void DW.

When renting with Account Number XZ05344, for Enterprise brand Home City rentals in Kansas City, MO to Eligible Renters for Business Use only, Rates include Liability Protection for accidents arising out of the operation or use of the rental vehicle with split limits of \$100,000 bodily injury or death per person, \$300,000 bodily injury or death per occurrence and \$50,000 property damage per occurrence, upon the terms and subject to the limitations set forth in the Rental Contract and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. Liability Protection provides no coverage for physical damage to, or theft of, the rental vehicle. Insurer and policy terms are subject to change without prior notice to Customer. Customer will advise Eligible Renters that the Liability Protection described herein applies to their Business Use rentals only. Customer will verify that a rental was a Business Use rental in the event they are involved in an accident. If Customer cannot provide such verification, the applicable Renting Entity is not obligated to provide Liability Protection and may void Liability Protection. For leisure rentals on all rates and discounts, the limits of liability described in the paragraph above do not apply. In these instances, Liability Protection for third party claims, if applicable, will be as specified in the applicable Rental Contract.

12. FBO Rentals:

In the event a rental vehicle is delivered to an Eligible Renter at a Fixed Based Operator airport facility ("FBO"), Customer shall be obligated to and bound by the terms and conditions of the applicable Affiliate's or Franchisee's rental contract whether signed or unsigned by the Eligible Renter. Eligible Renters shall make reservations 48 hours in advance of the rental for rentals originating at an FBO.

Revenue Certificate

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.

Date

2-25-2021

Chief Administrative Officer


Finance Director



R-20596



**Response to Request for Proposal No. 62-20 for
Jackson County, Missouri**

Vehicle Rental Services of Passenger Cars, Light-Duty Pick-Up Trucks, Sports Utility Vehicles,
7-Passenger Mini Vans, 12-Passenger Vans, and Cargo Vans for use by Various Count Departments

November 24th, 2020

Enterprise Holdings – Worldwide Headquarters
Enterprise Rent-A-Car
600 Corporate Park Drive
St. Louis, MO, USA 63105
314-512-5000 Main
enterpriseholdings.com

Melanie McDole
Account Manager
913-915-2068 Cell
913-967-8460 Office
800-813-0968 Fax
Melanie.D.McDole@ehi.com

Dear Ms. Edgar,

On behalf of Enterprise Rent-A-Car, we are delighted to provide Jackson County, Missouri (the "County") with this opportunity to propose car rental services. We have outlined key programs and services that differentiate our company in the car rental industry. These features include our long-term rental program, Mileage Reimbursement Alternatives, and our signature "We'll Pick You Up" collection and delivery service.

As an essential services provider that remains open to meet critical transportation and personal mobility needs, we want to ensure our ongoing commitment to providing the options and service level your company and employee travelers need to feel confident.

Our stability allows us to be an essential partner during the COVID-19 outbreak. We have modified some aspects of our business in order to better serve our customers during this time. Please visit enterprise.com/oncallforall for more details.

We recognize and support key objectives to supply high-quality, cost-effective car rental while ensuring peace of mind for your travelers. As a team, we are excited by the opportunity to provide car rental services to the County. We are confident in our ability to deliver an industry-leading car rental program.

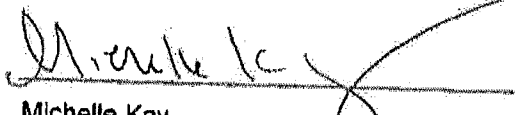
We are committed to managing our business sustainably and for the long term — continuously working to balance the interests of our customers, our employees, and the parts of the world we touch with our business. Our environmental initiatives include:

- Embracing new, cleaner fuels
- Increasing our fuel-efficient fleet
- Offsetting carbon emissions
- Offering hybrid vehicles
- Planting 50 million trees in 50 years
- Funding alternative fuel research

While no one can predict the duration or extent of the impact of COVID-19, Enterprise Holdings is a more than 60-year-old company with the experience and leadership to manage through numerous economic cycles, political turmoil and natural disasters. We are confident we are well-equipped to handle the current situation over the long-term because of our strong balance sheet and overall financial position. This has been reinforced by the rating agencies Moody's and DBRS, recently reaffirming our current credit ratings.

Enterprise Rent-A-Car combines expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We believe great things happen when we listen to each other and to our customers, and we are committed to providing a wide array of options to more Jackson County travelers in 2020, 2021, and beyond.

Please feel free to contact our team with questions, enhancements, or proposed program changes at any point during this process. Thank you again for the opportunity to present this rental car solution powered by Enterprise Rent-A-Car.


Michelle Kay
Vice President / General Manager

Company Profile

Company Name	Enterprise Rent-A-Car
Address	600 Corporate Park Drive St. Louis, MO 63105
Main Telephone and Fax Numbers	Phone: 314-512-5000 Fax: 314-512-5583
Email Address	Melanie.D.McDole@ehi.com
Year Company was Established	1957
Principal Contact Name	Melanie McDole Account Manager
Principal Contact Telephone Number	Cell: 913-915-2068



Enterprise Rent-A-Car is an internationally recognized brand owned and operated by Enterprise Holdings. As North America's largest and most comprehensive car rental company, our brands operate a fleet of 2 million vehicles and a network of more than 10,000 car rental locations in

neighborhoods and at airports worldwide. We lead the industry with more than 50 percent of the overall rental market in the U.S. and Canada.



**RESPONSE TO RFP No. 62-20
VEHICLE RENTAL SERVICES**

Brief History and Background

In 1957, Enterprise Rent-A-Car opened its doors and became known for low rates, neighborhood convenience, and outstanding service. Pioneering customer service and location expansion led Enterprise to develop our popular "We'll Pick You Up" service in 1974.

With more vehicles and locations than all our major competitors, Enterprise Rent-A-Car is uniquely positioned to serve all of your organization's car rental needs both at the airport and locally.

Dedication to Service

Enterprise Rent-A-Car is known for low rates, neighborhood convenience, and outstanding service. Founded in 1957, Enterprise has more than 7,800 neighborhood and airport locations across the globe. There are more than 5,800 Enterprise offices in the U.S., with a location within 15 miles of 90 percent of the U.S. population, and local customers are picked up at no extra cost.

Customer Satisfaction

Customer service is the highest priority at Enterprise. Our brands consistently take the top spots for satisfaction among rental customers around the world.

In addition to numerous industry awards and third-party surveys, we use a variety of internal processes to measure our customers' satisfaction, including our Service Quality index (SQi), Quality Service Process, and Brand Integrity Assessments. All of this ensures we are exceeding expectations worldwide while continually improving and distinguishing our service from the competition.

References

As a private company that respects the privacy of our corporate clients, Enterprise view specific contact information as confidential and do not provide customer references.



AFFIDAVIT

STATE OF Kansas)
) SS.
COUNTY OF Johnson)

Michelle Kay of the City of Leawood
County of Johnson State of Kansas being duly sworn on her or his oath, deposes and says;

1. That I am the Vice President/General Manager (Title of Affiant) of EAN Services, LLC (Name of Respondent) and have been authorized by said Respondent to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Respondent is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of respondent).
3. If Respondent were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Respondent did not have on December 31, 2019 any property subject to taxation by the County and if respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri, respondent agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Respondent has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Respondent certifies and warrants that Respondent or Respondent's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Respondent certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Respondent certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

EAN Services, LLC (Name of Respondent)
By: Michelle Kay (Signature of Affiant)
Vice President/General Manager (Title of Affiant)

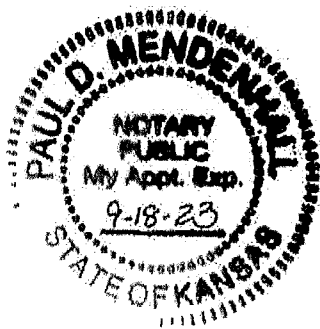
Subscribed and sworn to before me this 17 day of November, 2020

Paul D. Mendenhall

NOTARY PUBLIC in and for the County of Johnson (SEAL)

State of Kansas

My Commission Expires: 09-18-2023





OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
CRO@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
CONTRACTOR UTILIZATION PLAN

Bid/RFP/RFQ Number: 62-20
Bid/RFP/RFQ Title: Vehicle Rental Services
Contracting Department: Various County Departments
Respondent: EAN Services, LLC

I, Michelle Kay, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above Bid/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above. It sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract.

The goals set by Jackson County, Missouri are:

0% MBE 0% WBE 0% VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

0 % MBE 0 % WBE 0 % VBE

EAN Services, LLC, the operating company of Enterprise Rent-A-Car and National Car Rental, does not qualify as a minority- or woman-owned business. Our utilization of minority- and woman-owned suppliers is consistent with the car rental industry standard. We continually enhance our Supplier Diversity Program, identifying new opportunities to utilize historically underutilized suppliers throughout our organization.

3. The following are the MBE/WBE/VBE Contractors to be utilized on the above-named solicitation. Respondent maintains that it either has a formal contract or a conditional contract contingent upon award.

Please note:

- a. If Bidder is a certified MBE, WBE, or VBE firm, it may list itself in the appropriate area below.
- b. No contractor may be listed under multiple categories below regardless of certifications.

*****INTERNAL USE ONLY*****

CUP RECEIVED: _____ **CUP APPROVED:** _____
GFE RECEIVED: _____ **GFE APPROVED:** _____
CUP REVISED: _____ **REVISION APPROVED:** _____
APPROVED GOALS: _____ MBE _____ WBE _____ VBE
RES/ORD: _____ **AMT AWARDED:** _____

NOTES:



Jackson County, Mo
Certificate of Compliance

Issued To:
Enterprise Leasing Company of KS, LLC

Who is found to be in compliance with Chapter 6, Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County

This certificate is effective for a twelve (12) month period following its date of execution

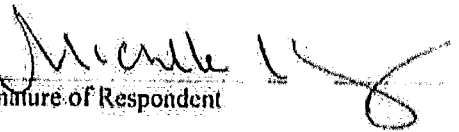
Executed this 1st day of January 2020


COMPLIANCE REVIEW OFFICER
JACKSON COUNTY, MISSOURI

Certificate ID 201109144824V2476

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers _____ and that this Proposal is submitted in accordance with information, instructions, and stipulations set forth therein.


Signature of Respondent

11/17/20
Date

EAN Services, LLC
Company Name

600 Corporate Park Drive
Address

St. Louis, MO 63106
City, State, and Zip

913-967-8417
Phone

responsibility between Contractor/Respondent and the County. Contractor/Respondent is not obligated to indemnify the County for the County's own negligence. Contractor/Respondent's obligations under this section shall be limited to the coverage and limits of insurance that Contractor/Respondent is required to procure and maintain under the Contract/Agreement. Insurance shall be procured and maintained by the Contractor/Respondent as described in Exhibit A of this Request for Proposal. Contractor/Respondent shall file Certificate of Insurance with the Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

- 7.5.2 **Independent Contractor:** Contractor/Respondent acknowledges and agrees that all County information and records are confidential and will not be disclosed or made available to anyone outside the County organization unless authorized to do so in writing.
- 7.5.3 **Complete Agreement:** Parties agree that this Contract/Agreement together with the Jackson County, Missouri Request for Proposal No. 62-20 and Contractor/Respondent's response thereto constitute the complete and exclusive agreement between the parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract/Agreement.
- 7.5.4 **Notices:** Any notice which either party shall be required by this Contract/Agreement to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

County:	Jackson County, Missouri 415 E 12 th Street, Room 105 Kansas City, Missouri 64103
Contractor/Respondent:	<u>EAN Services, LLC</u> <u>600 Corporate Park Drive</u> <u>St. Louis, MO 63105</u>

8.0 QUESTIONS

- 8.1 All questions regarding this Request for Proposal must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Six of this Request for Proposal by 5:00pm CDT on November 17, 2020. Point of Contact for this Request for Proposal is Katelyn Edgar, email address kedar@jacksongov.org. All answers to questions will be published on the County's website in the form of Addenda.
- 8.2 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County staff regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of Respondent's proposal.

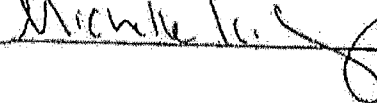
EXHIBIT F
RESPONDENT'S EXCEPTIONS
TO
SCOPE OF SERVICES
OF
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 62-20

Respondent's attention is directed to Paragraph 4 of the General Conditions of this Request for Proposal. **READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the Scope of Services for Request for Proposal No. 62-20 are requested by the undersigned Respondent:
 (Use additional pages as necessary.)

REFERENCE PARA # & PAGE #	EXCEPTION REQUESTED
3.1.4 Page 10	We offer unlimited miles per day and week, and 3 000 free miles per month Any additional miles will be charged at the rate of \$ 20 per mile
3.1.7 Page 10	Renter and additional authorized drivers must be 21 years of age or older - no fee charged
3.1.8 Page 10	CDW will be valid provided there is not a contract violation
3.2.1 Page 10	The rates provided with this proposal include damage waiver inclusive of loss of use fees However, coverage will not cover the cost of lost, stolen, or damaged GPS units At the time of rental your travelers have the option to purchase Personal Accident Insurance which includes Personal Effects Coverage (PAI/PEC), in most states PAI provides coverage for the renter and any passengers for bodily injury or death, and PEC covers the renter's transported possessions each within the limits set by the PAI/PEC agreements
3.3.5 Page 11	Station Wagons will not be available.
3.3.8 Page 11	15 passenger vans will only be available since we do not have 12 passenger vans in the Kansas City area
3.9.8 Page 12	Renter and additional authorized drivers must be 21 years of age or older - no fee charged.
3.11.1.1 Page 12	Rentals less than 30 consecutive days may not be provided a full tank of fuel at the time of pick up
3.12.2.3.6 Page 13	Reservation number can be provided upon request but it is not included on our invoice generated from the Enterprise Holdings Financial Systems
7.3 Page 15	Except where required by law The information contained in this proposal and in subsequent communications relating to this proposal whether or not expressly marked as confidential, are and shall be deemed confidential by both Enterprise Holdings and the recipient of such proposal. The contents shall only be disclosed where required by applicable law and only the extent required by the applicable law or any applicable open records law (for government proposals) and only after prior written notice to Enterprise Holdings. Disclosure and misuse of such information would result in immediate and irreparable harm to Enterprise Holdings and would provide Enterprise Holdings with a competitive disadvantage in its marketplace should its confidential business, operational and financial information be released. Notwithstanding any separate agreement to the contrary the recipient shall protect and keep the provisions of this proposal and any subsequent communications confidential and will not disclose such provisions, except to its employees or agents who require the information for the purpose expressly authorized by Enterprise Holdings and for no other purpose whatsoever. Such individuals shall be bound by the same confidentiality requirements - to the same extent and on the same basis - as these obligations are imposed upon and assumed by the recipient. Except as set forth above, no part of this document may be reproduced or retained, in whole or in part, or made available to any third party, without the express prior written permission of Enterprise Holdings which may be withheld in its sole discretion. All rights in such content and communications are hereby reserved by Enterprise Holdings.

Name of Firm: EAN Services, LLC

Signature of Respondent:  11/12/20

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

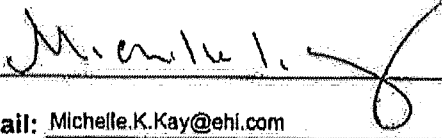
Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

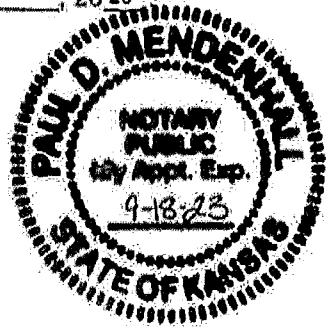
I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact: Michelle Kay 
Title: Vice President/General Manager Email: Michelle.K.Kay@ehi.com
Date: 11/17/20 Phone: 913-967-8417

Subscribed and sworn to before me this 17 day of November, 2020

My Commission Expires: 9-18-2023

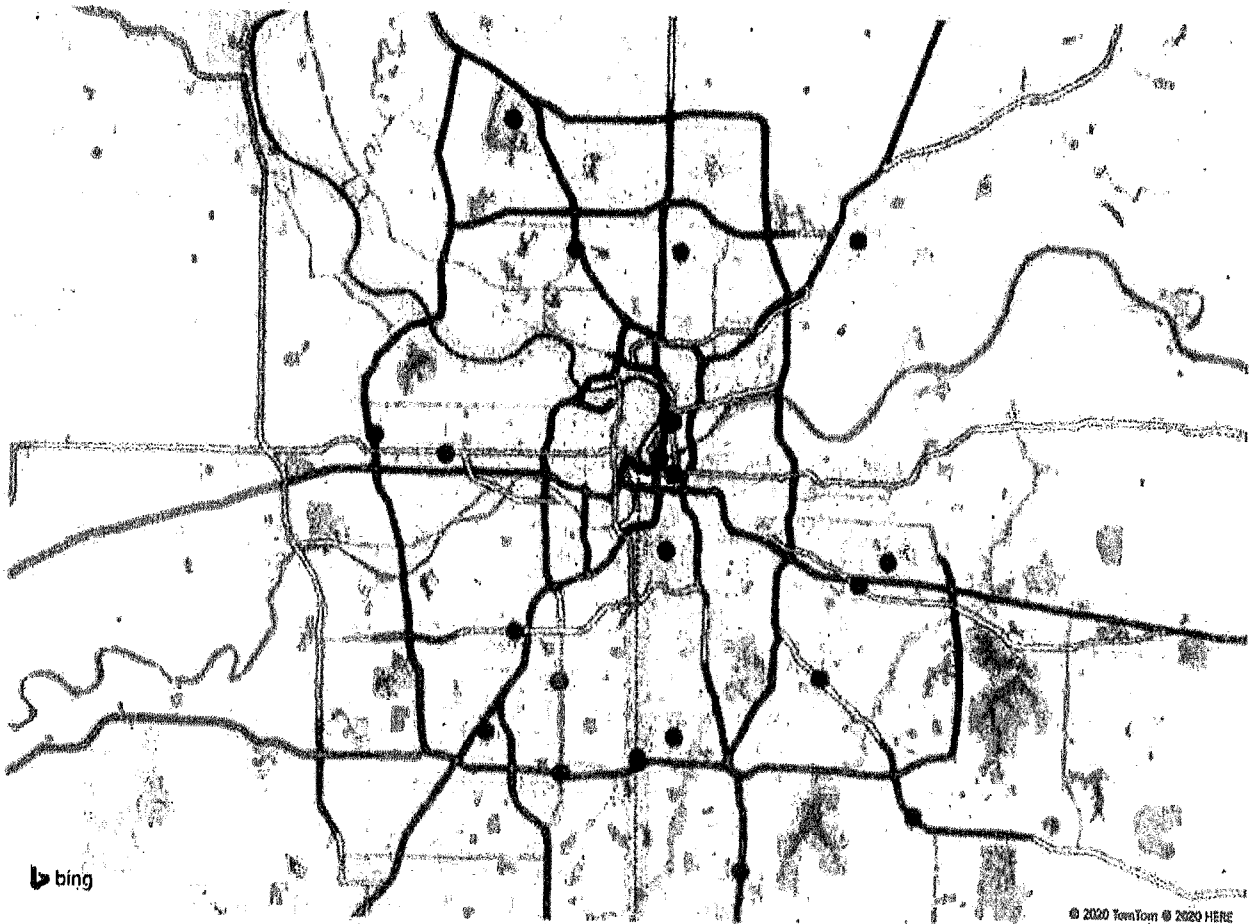

Notary Public
(Attach corporate seal if applicable)



For questions on this form please contact:

Compliance Review Office
816-881-3302
CRO@jacksongov.org

Kansas City Area Location Map



Kansas City Area Rental Locations


320 N 7 Hwy	Blue Springs, MO 64015
3200 South Outer Road	Blue Springs, MO 64015
1901 Washington St	Chillicothe, MO 64601
1201 N 2nd St	Clinton, MO 64735
915 E Lincoln Ln	Gardner, KS 66030
13440 S US Hwy 71	Grandview, MO 64030
2103 N State Route 291	Harrisonville, MO 64701
3445 South Noland Road	Independence, MO 64055
11911 E 40 Highway	Independence, MO 64055
1801 N 100th Terr	Kansas City, KS 66109
9400 Troost Ave.	Kansas City, MO 64131
13901 Washington St	Kansas City, MO 64145
9550 NW Prairie View Rd	Kansas City, MO 64153
466 Paris St	Kansas City, MO 64153
648 Madrid Ave	Kansas City, MO 64153
529 London Drive	Kansas City, MO 64153

**RESPONSE TO RFP No. 62-20
VEHICLE RENTAL SERVICES
Kansas City Area Rental Locations**

7611 State Avenue	Kansas City, KS 66112
600 Grand Avenue	Kansas City, MO 64106
3543 Main	Kansas City, MO 64111
1146 West 103rd Street	Kansas City, MO 64114
7507 North Oak Trafficway	Kansas City, MO 64118
2957 Four Wheel Drive	Lawrence, KS 66046
4614 South 4th Trafficway	Leavenworth, KS 66048
1025 SW Blue Parkway	Lee's Summit, MO 64063
11942 West 95th Street	Lenexa, KS 66215
609 South 291 Highway	Liberty, MO 64068
13700 Washington St	Martin City, MO 64145
204 N Market St	Maryville, MO 64468
10000 Shawnee Msn. Pkwy.	Merriam, KS 66203
9400 W 65th St	Merriam, KS 66203
2250 NW Vivion Rd	Northmoor, MO 64150
15062 W 135th Street	Olathe, KS 66062
1610 E Santa Fe	Olathe, KS 66061
402 N Main St	Ottawa, KS 66067
14873 Metcalf	Overland Park, KS 66223
7800 Metcalf	Overland Park, KS 66204
10661 Metcalf	Overland Park, KS 66212
7515 Prairie View Road	Platte Woods, MO 64015
9720 East 350 Highway	Raytown, MO 64133
3620 W Broadway	Sedalia, MO 65301
11501 Shawnee Mission Pkwy	Shawnee, KS 66203
2318 N Belt Hwy	St. Joe, MO 64506
400 SW Van Buren	Topeka, KS 66603
2009 SW Westport Dr	Topeka, KS 66604
333 SW Topeka Blvd.	Topeka, KS 66603
115 E Young Avenue	Warrensburg, MO 64093



An electronic sample can be provided upon request.



Enterprise
Rental. Anytime. Anywhere.

Where will your points take you?
Enterprise Rewards. Earn points on every rental. Redeem them for miles, hotel stays, and more. It's all yours.

Express Return

Return to: []
 Location: []
 License Plate: []
 Rental Agreement Number: []
 Customer Name: []
 Contact Number: []

Do you purchase fuel during the rental?
 Yes No
 Approximate mileage per tank: []
 Yes No
 Number of fuel tank refills necessary?
 Yes No

MSC
FSC
PSP
DOWNTOWN

1. The renter shall be responsible for the safekeeping of the vehicle and its contents. The renter shall be liable for any damage to the vehicle or its contents, whether or not the damage is caused by the renter's negligence or the negligence of any third party. The renter shall be liable for the cost of any repairs, including labor and materials, and for the cost of any towing or transportation charges. The renter shall be liable for the cost of any loss of or damage to the vehicle or its contents, whether or not the loss or damage is caused by the renter's negligence or the negligence of any third party. The renter shall be liable for the cost of any loss of or damage to the vehicle or its contents, whether or not the loss or damage is caused by the renter's negligence or the negligence of any third party.

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Enterprise
Rental. Anytime. Anywhere.

You're going places.
We can help.

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6. The renter shall be responsible for the safekeeping of the vehicle and its contents. The renter shall be liable for any damage to the vehicle or its contents, whether or not the damage is caused by the renter's negligence or the negligence of any third party. The renter shall be liable for the cost of any repairs, including labor and materials, and for the cost of any towing or transportation charges. The renter shall be liable for the cost of any loss of or damage to the vehicle or its contents, whether or not the loss or damage is caused by the renter's negligence or the negligence of any third party. The renter shall be liable for the cost of any loss of or damage to the vehicle or its contents, whether or not the loss or damage is caused by the renter's negligence or the negligence of any third party.

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8. The renter shall be responsible for the safekeeping of the vehicle and its contents. The renter shall be liable for any damage to the vehicle or its contents, whether or not the damage is caused by the renter's negligence or the negligence of any third party. The renter shall be liable for the cost of any repairs, including labor and materials, and for the cost of any towing or transportation charges. The renter shall be liable for the cost of any loss of or damage to the vehicle or its contents, whether or not the loss or damage is caused by the renter's negligence or the negligence of any third party. The renter shall be liable for the cost of any loss of or damage to the vehicle or its contents, whether or not the loss or damage is caused by the renter's negligence or the negligence of any third party.

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Damage Waiver

The Agreement will include a Damage Waiver (DW), which will relieve Jackson County renters and authorized drivers from financial responsibility for loss of or damage to the rental vehicle. It also relieves renters of additional charges such as fees for the vehicle's loss of use, diminishment of value or claims administration expenses. Note that the DW is subject to the terms and conditions of the applicable rental agreement.

All locations, including licensees, honor our commercial agreements, so you can count on the protection offered by DW no matter where you rent with us. Theft protection is included in the DW.

Liability

Under the proposed Agreement, Enterprise will extend third-party liability protection to Jackson County for rentals. Liability protection covers the renter and authorized drivers against claims (e.g., property damage, bodily injury, etc.) brought by third parties at the limits set forth in the Agreement.

Your Agreement includes liability protection for business rentals only. Jackson County travelers are free to select any rate available to them in the Agreement as long as the rental is conducted for business purposes only.

Liability Limits

The liability offered as a part of this proposal is a Combined Single Limit of \$1 million.

Optional Coverage

Roadside Assistance Protection

Roadside Assistance Protection (RAP) is available at all Enterprise locations across North America. The RAP is an additional protection that can be added any time before or during the rental. RAP allows Enterprise customers to avoid financial responsibility for chargeable roadside incidents such as lost keys, lockouts, and fuel outages, which are not covered by any other product. RAP is available for \$4.99 per day.

Personal Accident Insurance and Personal Effects Coverage

At the time of rental, your renters have the option to purchase Personal Accident Insurance and Personal Effects Coverage (PAI/PEC) in most states.

PAI provides coverage for the renter and any passengers for bodily injury or accidental death, while PEC covers the renter's (and renter's immediate family) and additional authorized drivers' transported possessions, each within the limits set by the PAI/PEC agreements.

To file a claim, the traveler should call our Roadside Assistance department and request to fill out a Loss Damage Report. International coverage availability for personal effects varies by country; specific country policies are available upon request. Coverage levels and rates are dependent on the rate plan selected at the applicable rental location.

PAI/PEC is purchased over the rental counter only and is not included in the rental rate.

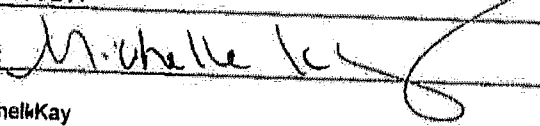


ATTACHMENT 1

RESPONDENT'S QUOTATION
 for
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 62 -20
 5X DAILY RATE 20X DAILY RATE

VEHICLE CLASS	DAILY RATE	WEEKLY RATE	MONTHLY RATE
Economy/Compact	\$33.00	\$165.00	\$660.00
Intermediate/Standard	\$34.75	\$173.75	\$695.00
Full Size	\$37.50	\$187.50	\$750.00
Premium	\$55.00	\$275.00	\$1,100.00
Station Wagon	\$	\$	\$
SUV	\$55.00	\$275.00	\$1,100.00
Mini-Van	\$55.00	\$275.00	\$1,100.00
12 Passenger Van	\$122.00	\$610.00	\$2,440.00
Small Pickup	\$60.00	\$300.00	\$1,200.00
Large Pickup	\$65.00	\$325.00	\$1,300.00
Cargo Van	\$60.00	\$300.00	\$1,200.00
Large SUV	\$70.00	\$350.00	\$1,400.00

CERTIFICATION

Signature: 	Date: 11/19/20
Name: MichellKay (Print or Type)	Phone: 314-512-5000
Title: Vice President / General Manager (Print or Type)	Mobile: 913-383-1515
Company Name: EAN Services, LLC (Print or Type)	Fax: 913-383-0011
Email Address: Michelle.K.Kay@ehi.com (Print or Type)	

**RESPONSE TO RFP No. 62-20
VEHICLE RENTAL SERVICES
Weekly and Monthly Multipliers**

Weekly Multiplier	5 times the daily rate noted above.
Monthly Multiplier	20 times the daily rate noted above.

Midweek One-Day Utilization Fee

Due to increased car handling costs and rental activity on Monday, Tuesday, Wednesday, and Thursday a \$5 surcharge will be applied to the corporate daily rate for all Kansas City airport rentals on these specific days that last 25 hours or less.

Jackson County Program

The rates and details provided as a part of this proposal are exclusively for Jackson County in the Kansas City Area.



**RESPONSE TO RFP No. 62-20
VEHICLE RENTAL SERVICES
Table of Contents**

Cover Letter	2
Executive Summary	3
Request for Proposal Forms	5
Company's Locations	12
Rental Form	14
Additional Insurance Options	15
Pricing	16



Confidentiality and Non-Binding Nature

Statement of Confidentiality

The information contained in this proposal and any exhibits, attachments, certifications, questionnaires, surveys and/or other deliveries required in connection with this proposal, and in subsequent communications relating to this proposal, whether or not expressly marked as confidential, are and shall be deemed confidential by both Enterprise Holdings and the recipient of such proposal. The contents shall only be disclosed where required by applicable law and only the extent required by the applicable law or any applicable open records law (for government proposals) and only after prior written notice to Enterprise Holdings. Disclosure and misuse of such information would result in immediate and irreparable harm to Enterprise Holdings and would provide Enterprise Holdings with a competitive disadvantage in its marketplace should its confidential business, operational and financial information be released.

Notwithstanding any separate agreement to the contrary, the recipient shall protect and keep the provisions of this proposal and any subsequent communications confidential and will not disclose such provisions, except to its employees or agents who require the information for the purpose expressly authorized by Enterprise Holdings and for no other purpose whatsoever. Such individuals shall be bound by the same confidentiality requirements — to the same extent and on the same basis — as these obligations are imposed upon and assumed by the recipient.

Except as set forth above, no part of this document may be reproduced or retained, in whole or in part, or made available to any third party, without the express prior written permission of Enterprise Holdings, which may be withheld in its sole discretion. All rights in such content and communications are hereby reserved by Enterprise Holdings.

Statement of Non-Binding Nature, Bidder Party and Rental Providers

This document and subsequent communications are proposals only and should be considered non-binding until a final agreement may be reached. The terms of any final agreement will be subject to further negotiations between the parties and not completed until incorporated into a written agreement executed by both parties. Any verbal or written undertaking prior to a final executed agreement will have no legal effect and any reliance upon the same is disclaimed by recipient. The information and data provided in this bid are reflective of EAN Services, LLC and its Affiliates ("Enterprise Holdings") to provide an overall picture of our organization as a whole, who we are, and how we operate, including, among other things, our financial strength, employment practices and policies, diversity and environmental stewardship, and sustainability initiatives. However, in the event we are the successful bidder, the agreement will be entered into by EAN Services, LLC. Vehicle rentals under the agreement would be provided by affiliates of EAN (the "EAN Affiliates"). In addition, EAN would make available a network of independently owned third-party franchisees and licensees operating Enterprise Rent-A-Car and National Car Rental brand vehicle rental locations from which recipient may rent vehicles at the agreed-to rates provided in the agreement in locations where the EAN Affiliates themselves do not operate.

Trademark and Copyright Information

Enterprise Rent-A-Car, National Car Rental, Alamo Rent A Car, Emerald Club, Enterprise Truck Rental, Commute with Enterprise, Enterprise CarShare, Zimride, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, which hold copyrights where applicable.

These registered trademarks and copyrights, whether marked or unmarked, may not be infringed upon or reproduced without the express written consent of Enterprise Holdings and its subsidiaries.

For more information, please visit our website enterpriseholdings.com.

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A Note on Statistical Information

Please be aware that the most available statistical information provided from our previous fiscal year may be in flux as we work to update our reporting during the COVID-19 pandemic.



Katelyn W. Edgar

From: McDole, Melanie D <Melanie.D.McDole@ehi.com>
Sent: Friday, December 11, 2020 2:52 PM
To: Katelyn W. Edgar
Cc: Sarah L. Matthes; Barbara J. Casamento; McDole, Melanie D
Subject: RE: EXTERNAL RFP

Hi Katelyn,

Below are the approved rates that would include 100/300/50 in liability. Let me know if you have any questions or if there are any other steps I need to take.

RESPONDENT'S QUOTATION
for
JACKSON COUNTY, MISSOURI REQUEST FOR PROPOSAL NO. 62 -20
5X DAILY RATE **20X DAILY RATE**

VEHICLE CLASS	DAILY RATE	WEEKLY RATE	MONTHLY RATE
Economy/Compact	\$28.00	\$140.00	\$560.00
Intermediate/Standard	\$29.75	\$148.75	\$595.00
Full Size	\$32.50	\$162.50	\$650.00
Premium	\$49.00	\$245.00	\$980.00
Station Wagon	\$	\$	\$
SUV	\$49.00	\$245.00	\$980.00
Mini-Van	\$49.00	\$245.00	\$980.00
12 Passenger Van	\$116.00	\$580.00	\$2320.00
Small Pickup	\$54.00	\$270.00	\$1,080.00
Large Pickup	\$59.00	\$295.00	\$1,180.00
Cargo Van	\$54.00	\$270.00	\$1,080.00
Large SUV	\$64.00	\$320.00	\$1,280.00

CERTIFICATION

Signature:	Date:
Name: <u>Michelle Kay</u> (Print or Type)	Phone: <u>314-512-5000</u>
Title: <u>Vice President / General Manager</u> (Print or Type)	Mobile: <u>913-383-1515</u>
Company Name: <u>EAN Services, LLC</u> (Print or Type)	Fax: <u>913-383-0011</u>

Warm Regards,
Melanie

ENTERPRISE HOLDINGS

Melanie McDole

Account Manager
Business Rental Division

913-915-2068 cell – primary phone
913-967-8460 office
800-813-0968 fax

Melanie.d.mcdole@ehi.com

For Customer Support please contact:

ADRKCArea@ehi.com

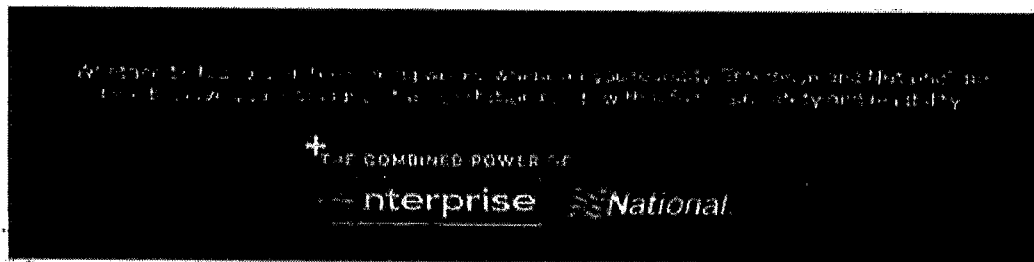
Additional Contacts:

Car Rental Billing Extensions: please email: extensions@ehi.com

Claims/Accidents: To check the status, please call 866-300-3239

Receipts/Rate Inquiries: To request a past receipt or check a rate, please email: corpcustsupport@nationalcar.com

[Click here for Commercial Truck Reservations](#)



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2020 List



BTN
BUSINESS TRAVEL NEWS

From: Katelyn W. Edgar <KEdgar@jacksongov.org>
Sent: Thursday, December 10, 2020 9:39 AM
To: McDole, Melanie D <Melanie.D.McDole@ehi.com>
Cc: Sarah L. Matthes <SLMatthes@jacksongov.org>; Barbara J. Casamento <BCasamento@jacksongov.org>
Subject: RE: EXTERNAL RFP

Good Morning Melanie,

Sorry for the delay. We have reviewed the supplemental information you provided on 12/2. The item I believe you were referring to was 3.2.2.1 Jackson County, Missouri is interested in maintaining \$1,000,000 in CSL. Included in your proposal how your company can deliver and/or provide alternates your company can offer. This wasn't a requirement of the Proposal, just suggested. We can lower the limit and accept your option. Can you please provide updated pricing for the evaluation committee to review?

Thank you,
Katelyn

From: Katelyn W. Edgar
Sent: Wednesday, December 2, 2020 9:29 AM
To: McDole, Melanie D <Melanie.D.McDole@ehi.com>
Subject: RE: EXTERNAL RFP

Thanks Melanie – this information has been passed on to the Evaluation Committee.

Thank you,
Katelyn

From: McDole, Melanie D <Melanie.D.McDole@ehi.com>
Sent: Wednesday, December 2, 2020 9:17 AM
To: Katelyn W. Edgar <KEdgar@jacksongov.org>
Subject: EXTERNAL RFP

WARNING: This email originated outside of Jackson County.
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Katelyn,
Hope all is well with you. I wanted to let you know that if the county would be open for lower liability limits, we would be able to lower some of the monthly pricing on the vehicles. Below is an option for liability that would be less than the \$1 million that was listed in the proposal.

For National and Enterprise brand rentals to Eligible Renters for Business Use only, Rates include Liability Protection for accidents arising out of the operation or use of the rental vehicle with split limits of \$100,000 bodily injury or death per person, \$300,000 bodily injury or death per occurrence and \$50,000 property damage per occurrence upon the terms and subject to the limitations set forth in the Rental Contract and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. Liability Protection provides no coverage for physical damage to, or theft of, the rental vehicle. Insurer and policy terms are subject to change without prior notice to Customer. Customer will advise Eligible Renters that the Liability Protection described herein applies to their Business Use rentals only. Customer will verify that a rental was a Business Use rental in the event they are involved in an accident. If Customer cannot provide such verification, the applicable Affiliate is not obligated to provide Liability Protection and may void Liability Protection. For leisure rentals on all rates and discounts, the limits of liability described in the paragraph above do not apply. In these instances, Liability Protection for third party claims, if applicable, will be as specified in the applicable Rental Contract.

ENTERPRISE HOLDINGS

Melanie McDole

Account Manager
Business Rental Division

913-915-2068 cell – primary phone
913-967-8460 office
800-813-0968 fax

Melanie.d.mcdole@ehi.com

For Customer Support please contact:

ADRKCArea@ehi.com

Additional Contacts:

Car Rental Billing Extensions: please email: extensions@ehi.com

Claims/Accidents: To check the status, please call 866-300-3239

Receipts/Rate Inquiries: To request a past receipt or check a rate, please email: corpcustsupport@nationalcar.com

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...the most powerful voices in the industry...
...the most powerful voices in the industry...

THE COMBINED POWER OF
Enterprise **National**

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#1 #2
THE ISSA
SMB SURVEY 2020

BTN
BUSINESS TRAVEL NEWS

Katelyn W. Edgar

From: Katelyn W. Edgar
Sent: Tuesday, December 1, 2020 10:30 AM
To: McDole, Melanie D
Subject: RE: EXTERNAL RE: Jackson County, Missouri Request for Proposal

No, your email stating you will remove will suffice.

Thank you,
Katelyn

From: McDole, Melanie D <Melanie.D.McDole@ehi.com>
Sent: Monday, November 30, 2020 5:43 PM
To: Katelyn W. Edgar <KEdgar@jacksongov.org>
Subject: RE: EXTERNAL RE: Jackson County, Missouri Request for Proposal

We will remove this exception. What do you need me to do? Do I resubmit?

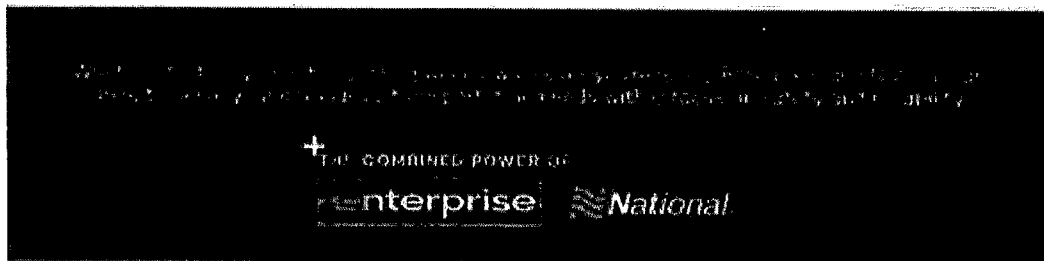


Melanie McDole
Account Manager
Business Rental Division

913-915-2068 cell – primary phone
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[Click here for Commercial Truck Reservations](#)



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2020 List



BTN
BUSINESS TRAVEL NEWS

From: Katelyn W. Edgar <KEdgar@jacksongov.org>
Sent: Monday, November 30, 2020 2:50 PM
To: McDole, Melanie D <Melanie.D.McDole@ehi.com>
Subject: RE: EXTERNAL RE: Jackson County, Missouri Request for Proposal

Hi Melanie,

We only received one proposal package.

I have reviewed your submittal and I do have one issue with the last exception you have listed referencing Section 7.3, Page 15.

According to the Missouri Sunshine Law the following cannot be considered confidential:

- Respondent's entire proposal
- Respondent's pricing
- Respondent's proposed methods of performance, including schedule of events, and/or deliverables
- Respondent's experience information including customer lists or references
- Respondent's product specifications unless specification disclose scientific and technological innovations in which the owner has a proprietary interest.

I need you to remove this exception in order for us to move forward with awarding a contract.

Thank you,
Katelyn

From: McDole, Melanie D <Melanie.D.McDole@ehi.com>
Sent: Monday, November 30, 2020 2:00 PM
To: Katelyn W. Edgar <KEdgar@jacksongov.org>
Subject: RE: EXTERNAL RE: Jackson County, Missouri Request for Proposal

Hi Katelyn,

I hope you had a wonderful Thanksgiving. How would I find out who all put a bid in for the rental vehicles?

Warm Regards,
Melanie

ENTERPRISE HOLDINGS

Melanie McDole

Account Manager
Business Rental Division

913-915-2068 cell – primary phone

913-967-8460 office

800-813-0968 fax

Melanie.d.mcdole@ehi.com

For Customer Support please contact:

ADRKCArea@ehi.com

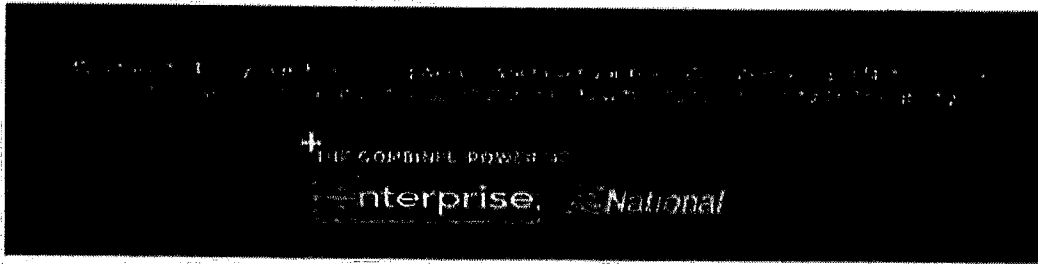
Additional Contacts:

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Receipts/Rate Inquiries: To request a past receipt or check a rate, please email: corpcustsupport@nationalcar.com

[Click here for Commercial Truck Reservations](#)



From: Katelyn W. Edgar <KEdgar@jacksongov.org>
Sent: Monday, October 26, 2020 10:54 AM
To: McDole, Melanie D <Melanie.D.McDole@ehi.com>
Subject: RE: EXTERNAL RE: Jackson County, Missouri Request for Proposal

Melanie,

The original contract you are referencing (61-15) was for One Twelve Month Contract with Four Twelve Month Options to Extend.
 The Contract was awarded on 12/17/2015, expiring 12/16/2020. We have exhausted all extension and the contract has to be rebid this year.

Thank you,
 Katelyn

From: McDole, Melanie D <Melanie.D.McDole@ehi.com>
Sent: Monday, October 26, 2020 9:33 AM
To: Katelyn W. Edgar <KEdgar@jacksongov.org>
Subject: EXTERNAL RE: Jackson County, Missouri Request for Proposal

WARNING: This email originated outside of Jackson County.
 DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Katelyn,
 Hope all is well with you. Is there a way to extend our current contract instead of the county going out to bid?

Warm Regards,
 Melanie



Melanie McDole
 Account Manager
 Business Rental Division

913-915-2068 cell – primary phone
 913-967-8460 office
 800-813-0968 fax

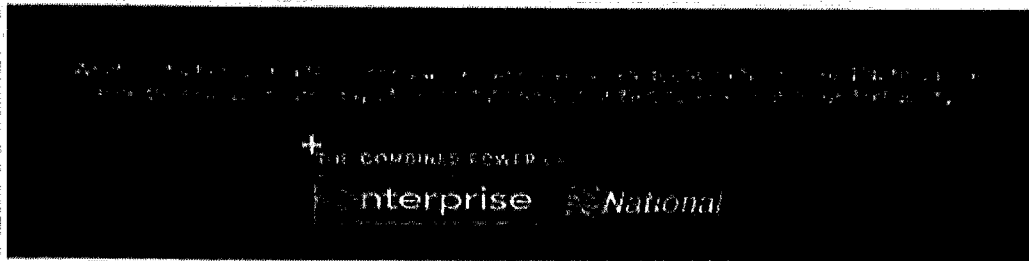
Melanie.d.mcdole@ehi.com
 For Customer Support please contact:
ADRKCArea@ehi.com

Additional Contacts:
 Car Rental Billing Extentions: please email: extensions@ehi.com

Claims/Accidents: To check the status, please call 866-300-3239

Receipts/Rate Inquiries: To request a past receipt or check a rate, please email: corpcustsupport@nationalcar.com

[Click here for Commercial Truck Reservations](#)



From: Katelyn W. Edgar <KEdgar@jacksongov.org>

Sent: Friday, October 23, 2020 4:18 PM

To: Katelyn W. Edgar <KEdgar@jacksongov.org>

Subject: Jackson County, Missouri Request for Proposal

Jackson County, Missouri is seeking bids for the following:

REQUEST FOR PROPOSAL NO. 62-20

RENTAL VEHICLE SERVICES

RESPONSE DEADLINE: 2:00 P.M. CDT ON NOVEMBER 24, 2020

To obtain a copy of the bid documents visit our website at www.jacksongov.org and use the following links

How Do I

View

Bid Opportunities

Purchasing

Bid Opportunities

Step 2 – Current Bid Opportunities

Scroll down to Request for Proposal

Click on 62-20

A printable PDF file will appear. Please use Chrome when viewing our documents online. If you need assistance, please call 816-881-3267.

While on our website, please submit or update your bidder's application.

Thank you,

Katelyn W. Edgar

Buyer

Jackson County, Missouri

415 E. 12th Street

Kansas City, MO 64106

KEdgar@jacksongov.org

(816) 881-3292



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

REQUEST FOR PROPOSAL NO. 62-20
ISSUED: 10/23/2020
PAGE 1 OF 24

Jackson County, Missouri is seeking Proposals from qualified Respondents for a **Twelve (12) Month Term & Supply Contract with one (1) twelve-month option to extend** furnishing **Vehicle Rental Services** for use by **Various County Departments**.

Enclose your proposal in a sealed opaque envelope with the above Request for Proposal number written on the face of the envelope and deliver it to the **Office of the Jackson County Purchasing Department, Room G-1, Ground Floor, Jackson County Courthouse, 415 East 12th Street, Kansas City, Missouri 64106** no later than **2:00pm CST on November 24, 2020** otherwise your Proposal will be **REJECTED**. There will be a public opening of proposals at 2:05pm CST on November 24, 2020 in the Dutch Newman Conference Room, Second Floor of the Jackson County Courthouse at the above address.

Disabled Persons wishing to participate in the Pre-Proposal Meeting and the Request for Proposal Opening and who require a reasonable accommodation may call Jackson County Purchasing Department at 881-3267 or 1-800-735-2466 (Missouri Relay). Forty-eight (48) hour notice is required.

Point of Contact for this Request for Proposal is Katelyn Edgar. All questions must be emailed to kedgar@jacksongov.org as detailed under General Conditions, Item 5 on Page 6 of this Request for Proposal.

By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to: (1) waive any defect in the offer of any Respondent; (2) to reject any or all offers or (3) split the contract award for Vehicle Rental Services.

Your returned Proposal shall be an original **plus five copies** as detailed in Proposal Format, Item 5.1 on Page 14 of this Request for Proposal.

If you have a current (issued within in the last 12 months and Mandatory Annual Report turned in) Certificate of Compliance from **Jackson County, Missouri**, a copy of that certificate may be included in your proposal. If you do not have a Certificate of Compliance follow the instructions on Page 3 herein to obtain the certificate.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to Respondent's proposal. Such information must be received in the Office of the Director of Finance and Purchasing within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's proposal will be deemed **NON-RESPONSIVE**.

PLEASE NOTE: The Successful Respondent will have comply with all requirements listed in this Request for Proposal.

bcrutsinger@jacksongov.org

Digitally signed by bcrutsinger@jacksongov.org
DN: cn=bcrutsinger@jacksongov.org
Reason: Approved
Date: 2020.10.23 09:46:06 -05'00'

BOB CRUTSINGER
Director of Finance and Purchasing



OFFICE OF THE COUNTY AUDITOR

COMPLIANCE REVIEW OFFICE

415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
COMPLIANCE@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

CERTIFICATE OF COMPLIANCE NOTICE:

Effective September 21, 2020 all vendors doing business with Jackson County are required to obtain a Certificate of Compliance issued by the Jackson County Compliance Review Office.

Certificates of Compliance will be required to be submitted with any bid response on September 21, 2020 or after. Failure to comply with this requirement may result in the REJECTION of a bid.

Vendors may complete a
Certificate of Compliance Application by visiting
www.jacomocompliance.com

A Certificate of Compliance will certify that vendors meet the following requirements:

1. Are duly listed and assessed on the tax rolls of Jackson County and are not delinquent in the payment of any taxes due to the County, or do not have on December 31st of the previous year any property subject to taxation by Jackson County.
2. Attest and agree to Chapter 6 of the Jackson County Code which prohibits discriminatory practices and promotes Equal Employment Opportunity by contractors doing business with Jackson County.

Certificate of Compliance Application must be submitted five (5) business days prior to a bid response deadline to allow sufficient time to process. A Certificate of Compliance is not guaranteed if this timeline is not met.

QUESTIONS? Email compliance@jacksongov.org

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request for Proposal unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and scope of services before submitting proposals; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Proposals:** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All information required by the Request for Proposal must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request for Proposal in the form requested. The County reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request for Proposals. Proposals must be submitted in Ahard copy@ form. Proposals submitted electronically, on computer diskettes, or by FAX will not be considered by the County.
3. **Proposals Binding For 90 Days:** Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the scope of services for this Request for Proposal must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. The County will consider **minor** exceptions to its requirements. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Request for Proposal (ex: comparable manufacturer or alternate proposals where allowed by the Request for Proposal). The County will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the scope of services for the Request for Proposal shall prevail.
5. **Questions Regarding Scope of Services:** Any information relative to interpretation of scope of services shall be requested of the Purchasing Supervisor, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department by **5:00pm CST on November 17, 2020**. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be posted no later than three (3) business days before the response deadline. Addendums to the Request for Proposal will be posted on the county's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his proposal that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein. Failure to adhere to this policy may cause your bid to be REJECTED.
6. The County reserves the right to split the award of the contract, reject any or parts of proposals, to waive technical defects in proposals, consider administrative costs and to select the proposals(s) deemed most advantageous to the County. The County shall consider proposals submitted on an "all or nothing" basis only if the proposal is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Request for Proposal.
7. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.
8. **Communications and Notices:** Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

9. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract or cancel the contract and hold the Contractor responsible for damages.

10. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

11. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

12. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

13. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

14. The County is not responsible for articles or services furnished without a Purchase Order.

15. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

16. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

17. Foreign Corporations: Firms submitting proposals as corporations which are not incorporated in the State of Missouri must include with their proposal a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

18. Errors in Proposals: Respondent shall be bound by its proposal even though the proposal is based on an erroneous calculation, and Respondent shall have no right to withdraw its proposal after the Response Deadline on the basis of an error in calculation of its proposal. Carelessness in quoting prices, or in preparation of proposal, will not relieve the Respondent in case of errors. Erasures or changes in proposals must be initialed.

19. Omission in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the provision of the Request for Proposals must be in writing and not by omission.

20. No lowest/highest Respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

21. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this services hereunder. The Contractor further covenants that no person having such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

22. It shall be the responsibility of all Respondents to warrant that all goods, services, and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

23. Respondent certifies that all goods to be supplied to the County as a result of contracts awarded under this Request for Proposal were produced in compliance with all applicable requirements of section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

24. Fund Allocation: Continuance of any resulting contract or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

25. Qualifications of Respondents: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the respondent to perform the work and the respondent shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect respondent's physical plant prior to award to satisfy questions regarding the respondent's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by or investigations of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

26. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactorily evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

27. If awarded a Contract as a result of this Request for Proposal; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

28. Minority, Women and Veteran Business Enterprise Utilization: Contractor shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org> Government, County Code, Current Code, 06. Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid or for the purchase of County goods and services. Contractor shall ensure that it and its subcontractors collectively meet both the MBE, WBE and VBE goals established by the County, or show good faith effort as to why those goals could not be met, and comply with all reporting requirements. The Contractor, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded

29. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

30. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

31. Discussions and Negotiations: The County, in its sole discretion, may do any or all of the following:

- a) evaluate proposals and award a contract with or without discussions or negotiations with any or all Respondents;
- b) discuss and negotiate anything and everything with any Respondent or Respondents at any time;
- c) request additional information from any Respondent;
- d) request a Respondent or Respondents to submit a new Proposal;
- e) request one or more best and final offers from any or all Respondents;
- f) accept any Proposal in whole or part;
- g) require a Respondent to make modifications to their initial Proposal;
- h) make a partial award to any or all Respondents;
- i) make multiple awards to any or all Respondents;
- j) terminate this RFP and reissue an amended RFP

1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking proposals from qualified Respondents for Vehicle Rental Services of Passenger Cars, Light Duty Pick-Up Trucks, Sports Utility Vehicles, 7-Passenger Mini Vans, 12-Passenger Vans, and Cargo Vans for use by Various County Departments.
- 1.2 Term of Contract: The terms of this Agreement/Contract will be for twelve (12) months with one (1) twelve-month option to extend, subject to available funding and Legislative Approval.
- 1.3 Although exact usage cannot be determined, the County expects to spend approximately \$91,200.00 on the Rental/Leasing of Vehicles in the next year. The County may or may not exceed this amount.

2.0 BACKGROUND

- 2.1 The County requires rental/leasing of vehicles for use by various county departments on an "As Needed" basis.
- 2.2 The County is self-insured and therefore seeking proposals that incorporate not less than \$1,000,000 in Combined Single Limit Liability insurance.

3.0 SCOPE OF SERVICES

3.1 General Requirements

- 3.1.1 The Successful Contractor(s) must have locations within thirty (30) miles of Kansas City, Missouri.
- 3.1.2 The Successful Contractor(s) shall secure, maintain, and pay for any federal, state, and local licenses and registrations required to provide the services referenced in this Request for Proposals.
- 3.1.3 The Successful Contractor(s) nor its agents, servants, or employees will not disclose to anyone the identity of any vehicles leased to the County.
- 3.1.4 The Successful Contractor(s) will offer unlimited mileage for vehicles.
- 3.1.5 The Successful Contractor(s) will offer unlimited exchanges for the County and its departments and shall not charge any penalties or fees.
- 3.1.6 The Successful Contractor(s) will offer window tinting or the ability for the County to tint the windows on cars that are rented/leased on a monthly basis. Successful Contractor(s) shall not charge the County to remove the tint from windows.
- 3.1.7 The Successful Contractor(s) must rent vehicles to persons eighteen (18) years or older without additional fees or surcharges.
- 3.1.8 The Successful Contractor(s) shall hold the County harmless from any physical damage, loss, vandalism, fire, or theft of the rental vehicle provided rental vehicle was not used by the County in any manner listed in Section 3.9. Successful Contractor(s) shall not charge the County any collision/loss damage waiver fee. Successful Contractor(s) specifically waives any right to submit any claim against the County for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Contract, provided rental vehicle was not used by the County in any manner listed in Section 3.9. Notwithstanding above, County Employees shall not smoke in the Successful Contractor(s)' vehicles, and Successful Contractor(s) may reasonably charge the County for any smoking damages caused by County Employees.

3.2 Insurance

- 3.2.1 The Successful Contractor(s) must provide liability insurance and collision damage waiver at no additional cost. Successful Contractor(s) shall not charge any loss or use fees to the County. This insurance shall also cover any optional item added at the time of travel.
- 3.2.2 The Successful Contractor(s) shall provide supplemental liability insurance with each vehicle rental transaction at no additional cost to County. This supplemental liability insurance shall extend third party

liability protection to the County is a combined single limit amount per occurrence of not less than \$300,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

3.2.2.1 Jackson County, Missouri is interested in maintaining \$1,000,000 in CSL. Included in your proposal how your company can deliver and/or provide alternates your company can offer.

3.3 **Required Vehicles:** Successful Contractor(s) must have the following vehicle models in the following size classes available for rent/lease. The vehicle models must be the same or an approved equivalent of the vehicles, as shown below. For purposes of size classifications, "intermediate" or "standard" is defined as a mid-sized four-door sedan automobile capable of comfortable transporting four (4) adult passengers.

3.3.1 **Compact:** Hyundai Accent, Kia Rio, Nissan Versa, Suzuki SX4, Toyota Yaris or approved equal.

3.3.2 **Intermediate/Standard/Mid-Size:** Ford Focus, Chevrolet Cavalier, Dodge Neon, Chevrolet Cobalt, Dodge Caliber, Kia Spectra, Hyundai Elantra, Mazda 3, Nissan Sentra, Pontiac G5, Toyota Corolla, Dodge Stratus, Chevrolet Malibu, Chrysler PT Cruiser, Chrysler Sebring, Dodge Avenger, Ford Fusion, Hyundai Sonata, Kia Optima, Kia Rondo, Mazda 5, Pontiac G6, Volkswagen Jetta, Toyota Matrix or approved equal.

3.3.3 **Full Size:** Ford Taurus, Chevrolet Impala, Toyota Camry, Honda Accord, Pontiac Grand Prix, Mitsubishi Gallant, Buick Lacrosse, Dodge Charger, Ford Mustang, Nissan Altima, Mazda 6, Saturn Aura, VW Passat or approved equal.

3.3.4 **Premium Size Sedan:** Ford Crown Victoria, Kia Amante, Chrysler 300, Toyota Avalon, Mercury Grand Marquis, Nissan Maxima or approved equal.

3.3.5 **Station Wagons:** Ford Taurus or approved equal.

3.3.6 **Sport Utility:** Chevrolet Blazer, Jeep Grand Cherokee, Dodge Durango, Ford Explorer or approved equal.

3.3.7 **7-Passenger Mini-Van:** Chevrolet Astro, Chevrolet Venture, Dodge Caravan, Chrysler Voyager, Ford Windstar, Pontiac Montana or approved equal.

3.3.8 **12-Passenger Vans:** Chevrolet 2500 Express, GMC 2500, Ford E350 or approved equal.

3.3.9 **Small Pickup Truck:** Chevrolet S-10, Ford Ranger, GMC Canyon, Chevrolet Colorado, Dodge Dakota, Nissan Frontier or approved equal.

3.3.10 **Large Pickup Truck:** Dodge Ram 1500, Ford F150, GMC Sierra 1500, Chevrolet Silverado 1500, Nissan Titan, Toyota Tundra or approved equal.

3.3.11 **Cargo Vans:** Chevrolet 1500 Express Cargo, Ford Econoline, Dodge Ram Van or approved equal.

3.4 **Vehicle Requirements**

3.4.1 The Successful Contractor(s) shall only provide the County with rental vehicles with fewer than 40,000 miles and less than two (2) years old, unless otherwise specified.

3.4.1.1 Successful Contractor(s) certified that odometer and original miles are the same and are accurate.

3.4.2 Minimum Standard Equipment shall include automatic transmission, power steering, power brakes, air conditioner, AM/FM radio, air bags and all-season radial tires.

3.4.3 Successful Contractor(s) shall equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances.

3.5 **Maintenance and Operating Expenses**

3.5.1 Jackson County will provide gasoline or fuel in rented/leases vehicles.

- 3.5.2 The Successful Contractor(s) shall provide all other maintenance and operating expenses (including insurance). Contractor(s) shall only supply vehicle that have been maintained in accordance with manufacturer's requirements, industry standards and all applicable laws.
- 3.6 **Vehicle Impairment:** If a vehicle becomes substantially impaired or unsafe to operate, in the County's Judgement, while in the possession of the County, the Successful Contractor shall immediately replace the vehicle upon notification by the County at no extra charge. Contractor shall deliver the replacement vehicle to a location determined by the County. Contractor shall be responsible for all repairs and towing of vehicle.
- 3.7 **Accidents:** The County will promptly notify the Contractor of all accidents involving any rental/leased vehicle the County has in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners or property damage, the place at which Contractor(s) may examine the vehicle and such other information as may be known by the County.
- 3.8 **Fines, Expenses, Cost and Administrative Fees:** The County shall pay all fines, penalties and court costs for parking, traffic, tolls, and other violations, including storage liens and charges.
- 3.9 **Proper Use of Vehicle:** The County agrees the rental/leased vehicle will not be used:
 - 3.9.1 By a driver who is under the influence of alcohol or any prohibited drugs.
 - 3.9.2 For illegal purpose.
 - 3.9.3 To push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement.
 - 3.9.4 In a test, race, or contest.
 - 3.9.5 By an unlicensed driver.
 - 3.9.6 Off paved, graded, or maintained roads, or driveways, except where the Contractor has agreed to this in writing beforehand. SUV's cargo vans and pickup trucks shall be allowed, with Contractor's prior written agreement, to operate off paved, graded or maintained roads and driveways or roads open for use by high-clearance vehicles.
 - 3.9.7 By a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.
 - 3.9.8 By a driver who is under eighteen (18) years of age.
 - 3.9.9 By a driver or occupant who is smoking.
- 3.10 **Customer Service**
 - 3.10.1 The Successful Contractor(s) shall maintain a toll free 24-hour-per-day reservation phone number where Contractor's agents have access to the rates under this Request for Proposals.
 - 3.10.2 The Successful Contractor(s) shall accept reservations at branch locations via-walk-in or local telephone number.
 - 3.10.3 The Successful Contractor(s)' personnel, at all locations, must have access to the rates and terms and conditions contained in this Request for Proposal.
 - 3.10.4 The Successful Contractor(s) shall not charge additional fees for short notice reservations.
 - 3.10.5 The Successful Contractor(s) shall attempt to meet 100% of the County's reservations when twenty-four (24) hours' notice is given. If a reserved vehicle is not available at the time of pickup by the County, Contractor shall substitute a vehicle of similar or greater quality at no additional cost. Contractor shall note on the invoice that a vehicle of the same or greater quality was substituted at same or lower price.
- 3.11 **Vehicle Exchanges:** The Successful Contractor(s) will allow exchanges within one (1) week notification. In case of Emergency, Successful will permit exchanges to be made within forty-eight (48) hours' notice.
 - 3.11.1 **Vehicle Delivery**
 - 3.11.1.1 At the time of vehicle pickup, Successful Contractor(s) shall deliver to the County a vehicle with a full tank of gas; proper fluid levels; coolant protect to -20 degrees; and in clean condition (inside and outside). All vehicles should be in like-new conditions with no body damage or mechanical problems that impede the safe operation of the vehicle.

3.11.1.2 Successful Contractor(s) may request County Employee to sign Contractor's Standard Rental Form solely to document the delivery of the vehicle.

3.11.2 Vehicle Return

3.11.2.1 The County shall return any rented/leased vehicle to the Successful Contractor with a full tank of fuel. If County returns the vehicle to Contractor with less than a full tank of fuel, Contractor may invoice County for the mission fuel at the average retail cost of fuel for the market at the return location.

3.12 Invoicing & Paperwork

3.12.1 Purchase Orders: The County will utilize Miscellaneous Blanket Purchase orders on the Contract. Miscellaneous Blanket Purchase Orders are for an estimated dollar amount and the Successful Contractor will bill the County against the Miscellaneous Purchase Order until the stated dollar amount is spent, the fiscal year ends, or the Contract terminates.

3.12.1.1 A hard copy of the Miscellaneous Purchase Order issued by the Finance and Purchasing Department must be in place with the Successful Contractor before any items can be purchased. Failure to adhere to this policy will result in the immediate termination of any resulting contract.

3.12.2 Invoicing: The Successful Contractor(s) must have flexibility in the billing cycle. Departments that rent vehicles monthly shall be billed on a monthly basis and have an individual car breakdown; other departments will be billed as needed.

3.12.2.1 Rental receipts and bills must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the rental price.

3.12.2.2 Invoices shall be issued for services within five (5) days of month end.

3.12.2.3 Invoices shall contain at a minimum the following transaction information:

- 3.12.2.3.1 License Plate Number
- 3.12.2.3.2 Delivery date and time
- 3.12.2.3.3 Odometer at time of delivery
- 3.12.2.3.4 Return date and time
- 3.12.2.3.5 Odometer at time of return
- 3.12.2.3.6 Reservation Number

3.12.3 Price Increases: The Successful Contractor(s) may increase prices only when the increase applies to the General Public and is stated officially in writing to Jackson County, Missouri. Price increase shall not take effect against in the County until the Successful Contractor has verified the fulfillment of this condition to the reasonable satisfaction of the County's Purchasing Department. No price increases will be allowed in the first twelve (12) months of this contract.

4.0 AWARD REQUIREMENT

4.1 **Certificate of Insurance:** The Successful Contractor(s) will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item 15 under "General Conditions" and Exhibit A included herein with ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this contract.

4.2 **Licenses:** The Successful Contractor(s) must provide, upon written request evidence of current required Federal, State, Local and Occupational Licenses.

4.3 **W-9 Form:** The Successful Contractor(s) must provide a completed IRS W-9 Form for this contract.

4.4 **Jackson County Code, Chapter 6 Compliance:** Compliance with Chapter 6 of the Jackson County Code for Minority, Women and Veteran Business Enterprise utilization **will be required** on the contract.

4.5 **Experience:** The Successful Contractor(s) must have a minimum of five (5) years of successful commercial experience providing rental car services comparable to those required under this Request for Proposal.

5.0 PROPOSAL FORMAT

- 5.1 Respondent's proposal shall be an **original plus five (5) copies**.
- 5.2 All proposals and copies shall be double-sided and minimize the use of binders and plastic covers. Binder clips are the preferred way to separate copies.
- 5.3 To Facilitate the evaluation of proposals, proposals and copies shall be organized in the following manner:
 - 5.3.1 **Cover Letter**, limit to four (4) pages on Respondent's Letterhead. Cover Letter must:
 - 5.3.1.1 Concisely state Respondent's understanding of the Scope of Services
 - 5.3.1.2 Include any additional relevant information not requested in the Request for Proposals
 - 5.3.1.3 Signature on cover letter shall be that of the person authorized to represent and bind Respondent's company.
 - 5.3.2 **Executive Summary** of Respondent's company to include the following information:
 - 5.3.2.1 **Company Profile**
 - 5.3.2.1.1 Name, address, telephone number, fax number, and email address
 - 5.3.2.1.2 Year Company was established
 - 5.3.2.1.3 Name, title, and telephone number of principal to contact
 - 5.3.2.1.4 Company's 24-Hour customer service number
 - 5.3.2.2 Brief history of Respondent's background.
 - 5.3.2.3 References, top three (3) customers. List references of equal or greater size than Jackson County's estimated yearly average spend on the rental/leasing of vehicles.
 - 5.3.3 **Request for Proposal Forms**: All forms contained within this Request for Proposal package, filled out, signed and notarized where necessary.
 - 5.3.3.1 Affidavit, page 2
 - 5.3.3.2 Compliance Review Form, page 3
 - 5.3.3.3 Acknowledgment of Receipt of Addenda, page 5
 - 5.3.3.4 Page 16 completed
 - 5.3.3.5 Exceptions, Exhibit F, page 18
 - 5.3.3.6 Contractor's Utilization Plan, pages 20 through 24
 - 5.3.4 **Company's Locations**: The Respondent shall include a list of Company's locations that are within 30 miles of Kansas City, Missouri.
 - 5.3.5 **Rental Form**: The Respondent shall include a blank copy of Company's Standard Rental Form.
 - 5.3.6 **Additional insurance options**: The Respondent shall include documentation outlining additional supplemental insurance coverage and options.
 - 5.3.7 **Pricing**: The Respondent shall submit pricing for vehicle classes and/or alternates utilizing Respondent's Quotation Form in Attachment I, page 19.
- 5.4 All responses to this Request for Proposal become the property of the County and will not be returned.
- 5.5 Proposal and copies shall be in an opaque envelope or box with this Request for Proposal name and number and the Respondent's name and address on the front.
- 5.6 Expenses and costs incurred in the preparation of proposals in response to this Request for Proposal are the sole responsibility of the Respondent and shall not be reimbursed by the County.
- 5.7 Request for Proposal Deadline and Delivery Instructions are on Page 1 of this Request for Proposal.
- 5.8 Failure to include any of the items listed in Section 5.3 may result in the REJECTION of your proposal.

6.0 EVALUATION PROCESS AND CRITERIA

- 6.1 All proposals received that are responsive to the General Conditions, Scope of Services and other provisions of this Request for Proposal will be evaluated.
- 6.2 An Evaluation Committee will evaluate responses and make recommendations for award. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final.
- 6.3 Compliance with Chapter 6 of the Jackson County Code for MBE/WBE/VBE utilization will be required on this Request for Proposal.
- 6.4 The County's Evaluation Committee, at its sole discretion, may interview one, non, some or all of the Respondent's.
- 6.5 The County's Evaluation Committee will consider various factors when evaluating the responses for this Request for Proposal, including, but not limited to:
 - 6.5.1 Respondent's References and Qualifications
 - 6.5.2 Respondent's Additional Insurance Options
 - 6.5.3 Respondent's Pricing
- 6.6 Any Evaluation Criteria or weighting of criteria is used by the County as a tool to assist the County in selecting the best proposal for the County. Evaluation scores or ranks alone do not choose to award to any Respondent, regardless of score or rank.
- 6.7 The County may change criteria and criteria weights at any time including after the due date for proposals.

7.0 CONTRACT NEGOTIATIONS

- 7.1 Upon the selection of the Successful Proposal, a Contract/Agreement incorporating the General Conditions, Scope of Services, and any other provisions of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties, within a reasonable time frame, as determined by Jackson County, Missouri fail to develop and execute a mutually agreeable Contract/Agreement, and upon a three business day notification to the selected Respondent, the County may reject the proposal and proceed to award the Contract/Agreement to the next "best" respondent.
- 7.2 Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until a Contract/Agreement has been awarded or all proposals are rejected.
- 7.3 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 7.3.1 Respondent's entire proposal
 - 7.3.2 Respondent's pricing
 - 7.3.3 Respondent's proposed method of performance, including schedule of events, and/or deliverables
 - 7.3.4 Respondent's experience information including customer lists or references
 - 7.3.5 Respondent's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest.
- 7.4 The County generally does not use standard contract forms which may be provided by the Respondent. The Contract/Agreement used by the County will include both the Request for Proposal and the Respondent's proposal. In the event that conflicts in language exist between the Request for Proposal and the Respondent's Proposal, the provisions of the Request for Proposal shall govern. The Respondent shall list any and all exceptions as instructed under General Conditions, Item Number Four of this Request for Proposal. Please note that the Respondent's proposal is subject to Rejections if Exceptions to the County's General Conditions, Scope of Services and/or forms are requested.
- 7.5 Respondent must agree to the following standard provisions:
 - 7.5.1 Indemnifications: Contractor/Respondent agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors, or omissions of the Contractor/Respondent in the performance of the work under this Contract/Agreement, to the extent that the Contractor/Respondent's responsible for such damages and losses on a comparative basis of fault and

responsibility between Contractor/Respondent and the County. Contractor/Respondent is not obligated to indemnify the County for the County's own negligence. Contractor/Respondent's obligations under this section shall be limited to the coverage and limits of insurance that Contractor/Respondent is required to procure and maintain under the Contract/Agreement. Insurance shall be procured and maintained by the Contractor/Respondent as described in Exhibit A of this Request for Proposal. Contractor/Respondent shall file Certificate of Insurance with the Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

7.5.2 Independent Contractor: Contractor/Respondent acknowledges and agrees that all County information and records are confidential and will not be disclosed or made available to anyone outside the County organization unless authorized to do so in writing.

7.5.3 Complete Agreement: Parties agree that this Contract/Agreement together with the Jackson County, Missouri Request for Proposal No. 62-20 and Contractor/Respondent's response thereto constitute the complete and exclusive agreement between the parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract/Agreement.

7.5.4 Notices: Any notice which either party shall be required by this Contract/Agreement to give the other shall be in writing and delivered by mail addressed to the respective parties as follows, or to such other addresses, as the respective parties may designate from time to time:

County: Jackson County, Missouri
415 E 12th Street, Room 105
Kansas City, Missouri 64103

Contractor/Respondent: _____

8.0 QUESTIONS

- 8.1 All questions regarding this Request for Proposal must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Six of this Request for Proposal by 5:00pm CDT on November 17, 2020. Point of Contact for this Request for Proposal is Katelyn Edgar, email address kedgar@jacksongov.org. All answers to questions will be published on the County's website in the form of Addenda.
- 8.2 Respondents and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must follow this procedure. Respondents or their agents may not contact any other County staff regarding matters covered by this Request for Proposal during the solicitation and evaluation process. Inappropriate contact are grounds for REJECTION of Respondent's proposal.

EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non-owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

- Workers Compensation Statutory
- Employers Liability \$500,000 each accident
- \$500,000 Disease-each employee
- \$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days' notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.