

**Fort Bend County Tabulation
Bid 24-011
Rental Vehicles and Services**

Term: through March 31, 2025

**Recommended: Enterprise Rent-A-Car, Spring TX
(funding: Various County Departments)**

| Vehicle Description | | Enterprise Rent-A-Car, Spring TX | | | Extended Cost |
|---------------------|---|---|---|--------------------------|------------------|
| Item Number | Standard -Size Vehicles (6 cylinder) | Estimated Annual Quantity of Days Rented | Manufacturer & Model | Unit Price per Day | |
| 1 | Automobiles: Chrysler 200, VW Jetta, Dodge Avenger or equal to | 365 | VW Jetta, or similar | \$30.27 | \$ 11,048.55 |
| 2 | Trucks, Crew Cab: Toyota Tacoma, Chevrolet Colorado or equal to | 365 | Nissan Frontier, Chevy Colorado or similar | \$32.34 | \$ 11,804.10 |
| Item Number | Full -Size Vehicles (6 cylinder) | Estimated Annual Quantity of Days Rented | Manufacturer & Model | Unit Price per Day | Extended Cost |
| 3 | Automobiles: Dodge Charger, VW Passat, Chevy Malibu or equal to | 365 | Nissan Altima, Toyota Camry, Chevy Malibu, or similar | \$30.27 | \$ 11,048.55 |
| 4 | Sports Utility: Ford Explorer, Chevy Equinox or equal to | 365 | Nissan Rogue, Ford Explorer, Chevy Equinox, or similar | \$36.63 | \$ 13,369.95 |
| Item Number | Premium-Size Vehicles | Estimated Annual Quantity of Days Rented | Manufacturer & Model | Unit Price per Day | Extended Cost |
| 5 | Automobiles (6 cylinder or V8): Chrysler 300, Dodge Challenger, Nissan Maxima or equal to | 365 | Nissan Maxima or similar | \$30.94 | \$ 11,293.10 |
| 6 | Trucks, Extended or Crew Cab: Ford F-150, Toyota Tundra, Chevrolet Silverado, Dodge Ram or equal to | 365 | Ford F150, Chevy Silverado, Ram 1500, or similar | \$36.27 | \$ 13,238.55 |
| 7 | Sports Utility (V8): Chevrolet Tahoe, Ford Expedition or equal to | 365 | Chevy Tahoe, Ford Expedition or similar | \$51.07 | \$ 18,640.55 |
| 8 | Mini Vans (6 cylinder): Dodge Grand Caravan, Chrysler Town & Country or equal to | 365 | Dodge Grand Caravan, Chrysler Town & Country or similar | \$35.27 | \$ 12,873.55 |
| 9 | Vans, Ford Transit (V8): Chevrolet Express or equal to | 365 | Ford Transit Cargo, Chevy Cargo 1500 or similar | \$50.00 | \$ 18,250.00 |



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Iaime Kovar
Purchasing Agent

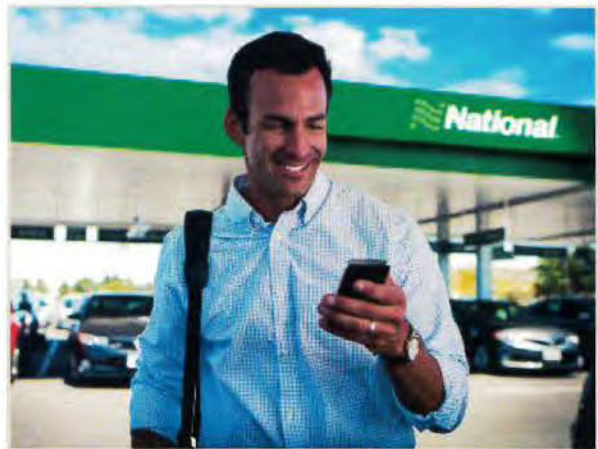
Office (281) 341-8640

| | | | |
|--|---|--------------------------------------|-----------------------|
| Legal Company Name (top line of W9) | EAN Holdings, LLC | | |
| Business Name (if different from legal name) | Enterprise Rent-A-Car, Enterprise Commercial Truck, National Car Rental | | |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC | <input type="checkbox"/> Partnership | Age in Business? |
| | <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Tax Exempt | 67 |
| Federal ID # or S.S. # | 43-0724835 | SAM.gov Unique Entity ID # | 831572958 |
| AM.gov / NCAGE | 532111,532112 | | |
| Publicly Traded Business | x No Yes Ticker Symbol _____ | | |
| Remittance Address | PO Box 402383 | | |
| City/State/Zip | Atlanta, GA 30384-2383 | | |
| Physical Address | 21503 Spring Plaza Dr. | | |
| City/State/Zip | Spring, TX 77388 | | |
| Phone Number | 2817026886 | | |
| E-mail | gary.d.headrick@em.com | | |
| Contact Person | EAN Holdings, LLC | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise <input type="checkbox"/> | Certification # _____ | Cert Date _____ |
| | SBE-Small Business Enterprise <input type="checkbox"/> | Certification # _____ | Exp Date _____ |
| | HUB-Texas Historically Underutilized Business <input type="checkbox"/> | Certification # _____ | _____ |
| | WBE-Women's Business Enterprise <input type="checkbox"/> | Certification # _____ | _____ |
| Company's gross annual receipts | <\$500,000 _____ | \$500,000-\$4,999,999 _____ | |
| | \$5,000,000-\$16,999,999 <input type="checkbox"/> | \$17,000,000-\$22,399,999 _____ | >\$22,400,000 x _____ |
| NAICs codes (Please enter all that apply) | 532111,532112 | | |
| Signature of Authorized Representative | | | |
| Printed Name | Daniel Milwit | | |
| Title | Vice President / General Manager | | |
| Date | April 15, 2024 | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Vendor Form

INSERT VENDOR FORM HERE WHEN COMPLETED



Car Rental Proposal for
Fort Bend County

April 16, 2024

Fort Bend County
Purchasing Department Solicitations
C/O FBC Mail Center
301 Jackson
Richmond TX, 77469

Enterprise Holdings
Enterprise Rent-A-Car
National Car Rental
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-512-5583 Fax

Gary Headrick
Senior Account Manager
21503 Spring Plaza Drive
Spring, TX 77388
281-702-6886 Cell
866-346-0750 Fax
Gary.D.Headrick@em.com

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 Mobility 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 Mobility. Disclosure and misuse of such information would result in immediate and irreparable harm to Enterprise Mobility and would provide Enterprise Mobility 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 Mobility 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 se

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Welcome to Enterprise and National

Dear Ms. Melissa Stavinoha ,

I am proud to present you with this document, which highlights the key features of Enterprise Rent-A-Car and National Car Rental.

At Enterprise and National, we know that many municipalities like Fort Bend County ("the County") are looking for a way to help their employees do business more quickly and easily no matter where they travel. With the demands of business travel, it is important to give them a superb rental experience so they can focus on doing their work.

Companies all over the country are also searching for ways that they can increase sales while keeping their expenses low. They are in need of a partner who is committed to helping them both boost efficiency and save money.

Enterprise and National's award-winning, industry-leading business rental program is the solution that meets the needs of countless organizations across the world. We meet these needs through our vast network of on- and off-airport locations, well-maintained fleet, and renowned frequent renter program — the Emerald Club. With our superior account management and customer service, we will get your employees where they need to go and keep them happy while on the road.

As you read through the document, please let me know how we can create a program that best fits the County's rental needs. I am happy to answer any questions and guide you through the process.

Thank you again for the opportunity to present Enterprise and National's car rental solution.

Gary Headrick
Senior Account Manager
281-702-6886
Gary.D.Headrick@em.com

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Rental Vehicles and Services
BID 24-011*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term "Purchasing Department" in address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, April 16, 2024
2:00 PM (Central)

LABEL ENVELOPE:

BID 24-011
RENTAL VEHICLES AND SERVICES

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Melissa Stavinoha
Senior Buyer
Melissa.Stavinoha@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other

Initials of Bidder:

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bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Melissa Stavinoha, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Melissa.Stavinoha@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Monday, April 8, 2024 at 10:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by

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the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It

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is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be

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that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest,

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most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and

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name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first twelve (12) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend

County.

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee

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excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

- 2.11 **Warranty Product:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 **Safety Warranty:** Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 **No Warranty by Fort Bend County Against Infringements:** As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 **Right of Inspection:** The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 **Cancellation:** Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.
- In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.


- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to provide rental vehicles and services for Fort Bend County, as specified herein. This project may be totally or partially funded with federal funds. Respondent is responsible for complying with any and all federal and state rules and regulations.

4.0 TERM OF CONTRACT:

The term of this contract is **through March 31, 2025**, renewable annually for four (4) years (through March 31, 2029) under the same terms and conditions if mutually agreeable by both

Initials of Bidder: 

parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
 - 5.2.1 Name of governmental entity is to read: Fort Bend County.
 - 5.2.2 Identification number used by the governmental entity is: B24-011.
 - 5.2.3 Description is the title of the solicitation: Rental Vehicles and Services
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

Initials of Bidder: DM

8.0 INSURANCE:

- 8.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 8.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 8.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 8.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 8.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 8.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 8.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability,

Initials of Bidder:



shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 8.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

9.0 INDEMNIFICATION:

- 9.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.
- 9.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 9.3 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 9.4 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 9.5 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 9.6 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.

Initials of Bidder: DM

- 9.7 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 9.8 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

10.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

- 10.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 10.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

11.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

12.0 AWARD:

This contract will be awarded to the overall lowest and best bid meeting specifications as stated herein.

13.0 SPECIFICATIONS AND BID PRICING:

The Contractor is required to furnish all supervision, labor, parts, tools, materials, equipment, supplies, facilities and other miscellaneous items necessary to provide rental vehicles and services for various departments of Fort Bend County. The estimated number of vehicles to be leased per year is ten (10). Quantities may vary considerably due to changes in budget, personnel, and events requiring extra vehicles. Provide bid pricing in the Excel Pricing Form downloadable from the County's website as stated in Section 1.4.

- 13.1 The contractor will provide a large selection of vehicles of various models, colors, sizes and options with no external or internal leasing or company markings of any

Initials of Bidder: DM

kind. All models will be no older than two (2) years old, with a maximum of 20,000 actual miles on the odometer at the time of lease. All vehicles proposed are to be covered by a basic manufacturer warranty with a minimum of 36 months, 36,000 miles bumper-to-bumper coverage. The powertrain and corrosion warranty coverage will extend for the duration of the lease period.

- 13.2 All vehicle maintenance services will be performed by the contractor, on the contractor's premises, or at a designated subcontractor facility to include but not limited to oil changes, tune-ups, tire and related maintenance items. The contractor will also ensure all services, maintenance and repairs are performed to maintain the warranty, including manufacturer-required intervals, recalls, warranty work related repairs. Maintenance service will be comprehensive and will include all manufacturer required maintenance, as well as recalls, warranty and non-warranty repairs.
- 13.3 The contractor agrees all leased vehicles have unlimited mileage and could temporarily travel out of state.
- 13.4 The contractor agrees to exchange vehicles on an "as-needed" basis, due to the special requirements of the staff assigned to these vehicles. Past usage indicates approximately twenty-five percent (25%) of the time, vehicles need to be exchanged immediately, or within twenty-four (24) hours. Data is based on current and past usage and does not accurately predict future quantities or requirements.
- 13.5 The contractor will provide twenty-four (24) hour roadside assistance and towing for all leased vehicles, seven (7) days a week.
- 13.6 Should any vehicle become unserviceable, a substitute operational vehicle will be provided at no additional charge in excess of the charges for the unserviceable vehicle, during the time when the unserviceable vehicle is in repair. This may apply to multiple vehicles at any time, or provisions for a loaner vehicle will be made, when a vehicle is out of service for any repair for more than twenty four (24) consecutive hours. The contractor agrees to allow any and all of the rental vehicles to be returned at any time with no financial penalty.

14.0 VENDOR STATUS:

The awarded vendor is required to hold an **active** status on the SAM.gov website <https://sam.gov/content/home>, if applicable, along with the Texas Comptroller Taxable Entity website <https://mycpa.cpa.state.tx.us/coa/>.

15.0 HISTORY:

The quantities stated in the pricing form are estimates only. Fort Bend County has the right to order more or less quantities as stated on the pricing form.

Initials of Bidder: DM

16.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents required as stated herein with submission:

16.1 Vendor Form

16.2 W9 Form

16.3 Tax Form/Debt/Residence Certification

16.4 Pricing Form in electronic Excel File on Flash Drive

17.0 EXHIBITS

17.1 Exhibit A: Federal Clauses

Initials of Bidder:

BM

**Contract Sheet
Bid 24-011**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**


This memorandum of agreement made and entered into on the 14 day of May, 2024,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
EAN Holdings, LLC (hereinafter designated Contractor).
(company name)

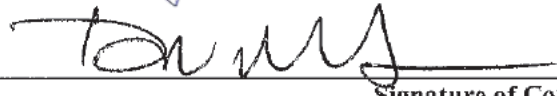
WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Rental Vehicles and Services**
which are hereto attached and made a part hereof, together with this instrument and the bond (when
required) shall constitute the full agreement and contract between parties and for furnishing the items set
out and described; the County agrees to pay the prices stipulated in the accepted bid. It is further agreed
that this contract shall not become binding or effective until signed by the parties hereto and a purchase
order authorizing the items desired has been issued.

Executed at Richmond, Texas this 14 day of May 2024.

Fort Bend County, Texas

By: 
County Judge, KP George

By: 
Signature of Contractor

By: Daniel Milwit Vice President/General Manager
Printed Name and Title

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | | |
|---|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="text-align: center; font-weight: bold; font-size: 1.2em;">EAN Holdings, LLC</div> | | |
| | 2 Business name/disregarded entity name, if different from above EAN Services, Enterprise Rent a Car, National Car Rental, Enterprise Commercial Truck, Enterprise Service Center | | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C, C corporation, S, S corporation, P, partnership) ▶ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(VALUES IN SQUARES APPLICABLE ONLY TO U.S.)</small> |
| | 5 Address (number, street, and apt. or suite no.) <div style="font-weight: bold; font-size: 1.2em;">EAN Holdings, LLC</div> | | Requester's name and address (optional) |
| | 6 City, state, and ZIP code <div style="font-weight: bold; font-size: 1.2em;">21503 Spring Plaza Dr. Spring, TX 77388</div> | | |
| | 7 List account number(s) here (optional) | | |
| | | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

or

| | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | | |
| 43 | | | | | | | | | |

Part II Certification

- Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|-----------|----------------------------|------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ 4/15/2024 |
|-----------|----------------------------|------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

- An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adopter taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
 - Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax or foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt; in addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the name as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation:

 - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
 - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
 - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10—A common trust fund operated by a bank under section 584(a)
 - 11—A financial institution
 - 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 6 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-9.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required), in the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ² |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ² |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor ² |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ¹ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.
⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4536, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 8109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 EAN Holdings, LLC
 Spring, TX United States

Certificate Number:
 2024-1145789

Date Filed:
 04/11/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 05/14/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 B24-011
 Rental Vehicles and Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
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| | | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Proof of Required Insurance

| | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 06/23/2023 | | |
|---|---|--|---------------|--|--------------------------|--|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. | | | | | | |
| IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | | | |
| PRODUCER MARSH USA LLC 800 Market Street, Suite 1800 St. Louis, MO 63101 | | CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 366-596-4804 E-MAIL: St.Louis.CarRequest@Marsh.Com ADDRESS: | | FAX (A/C, No): 312-546-0011 | | |
| INSURED Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105 | | INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Company of Connecticut INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E: INSURER F: | | NAIC # 26992 25674 | | |
| COVERAGES | | CERTIFICATE NUMBER: CH-00785126-30 | | REVISION NUMBER: | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
| NAIC LTR | TYPE OF INSURANCE | ADD. SUBR. RECD. WVD | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Fire Damage (Any Cause Fire) GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC. OTHER: | | [REDACTED] | 06/01/2023 | 06/01/2024 | EACH OCCURRENCE (DAMAGE TO RENTED) \$ 5,000,000 PROP. SEC. (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV. INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMMOD. ACC. \$ 5,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SIR 2,000,000 SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | [REDACTED] | 06/01/2023 | 06/01/2024 | COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS MADE DED. RETENTION(S) | | [REDACTED] | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AN PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in NH) If yes, describe in the DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N N/A | [REDACTED] | 06/01/2023 | 06/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| R | | | [REDACTED] | 06/01/2023 | 06/01/2024 | E. EACH ACCIDENT \$ 1,000,000 S. DISEASE - EA EMPLOYEE \$ 1,000,000 S. DISEASE - POLICY LIMIT \$ 1,000,000 |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance: Auto coverage insures any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy. | | | | | | |
| CERTIFICATE HOLDER | | | | CANCELLATION | | |
| Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105 | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| | | | | AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i> | | |

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: CN101321765

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | | |
|--------------------------|-----------|--|--|
| AGENCY MARSH USA, LLC | | NAMED INSURED Enterprise Holdings, Inc and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105 | |
| POLICY NUMBER | | EFFECTIVE DATE | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Continued:

Carrier: The Standard Fire Ins. Co.


Policy # [REDACTED]

Effective Date: 09/01/2023

Expiration Date: 09/01/2024

Workers Compensation coverage for employees in Puerto Rico and in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self-insured. Workers Compensation policy# UB-8P137346-23-NCT provides Employers Liability for all States with the exception of Wisconsin. Policy# UB-8P765351-23-NCR provides Employers Liability for Wisconsin.

Executive Summary

 **Enterprise Mobility™** Enterprise Rent-A-Car and National Car Rental are internationally recognized brands owned and operated by Enterprise Mobility. As North America's largest and most comprehensive car rental company, our brands operate a fleet of more than 2.3 million vehicles and a network of more than 9,500 car rental locations in neighborhoods and at airports worldwide.

History

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.

Founded in 1947, National Car Rental is a premium brand serving the daily rental needs of the frequent airport business traveler throughout the United States, Canada, Mexico, the Caribbean, Latin America, and Asia. National helped pioneer the corporate account business in the 1970s and introduced the car rental industry's first comprehensive frequent-renter program, Emerald Club, in 1987.

Dedication to Service

Today, our brands remain the rental company of choice for our business customers. The Emerald Club continues to expedite the car rental process for time-sensitive corporate travelers by offering counter bypass and automatic e-receipts as well as car choice. The Emerald Club enables customers in the United States to quickly choose their own vehicles without any paperwork and simply drive away.

Our brands now have more than 9,500 neighborhood and airport locations across the globe. There are more than 5,500 U.S. offices to serve our clients wherever they do business.

Our brands are uniquely positioned to serve all your business' car rental needs — both at the airport and locally — with more vehicles and locations than all of our major competitors.

Customer Satisfaction

Customer service is the highest priority at Enterprise and National. 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.

Looking Toward the Future

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

Enterprise Mobility is a 65-year-old company at the forefront of building the future of mobility. Enterprise Mobility has developed and cultivated a broad portfolio of business lines designed to meet the evolving needs of customers, delivering innovative mobility solutions for both consumers and businesses.

Enterprise Rent-A-Car and National Car Rental combine the expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We are committed to providing a wide array of options to more County travelers in 2024 and beyond.

1.0 General Requirements

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first twelve (12) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

On behalf of Enterprise and National, we reserve the right to potentially increase the rates 5 percent each year after the first 12 months with notification to the County Purchasing Agent, not exceeding the 25 percent threshold for the duration of the contract and subsequent additional years.

13.0 Scope of Services and Bid Pricing

The Contractor is required to furnish all supervision, labor, parts, tools, materials, equipment, supplies, facilities and other miscellaneous items necessary to provide rental vehicles and services for various departments of Fort Bend County. The estimated number of vehicles to be leased per year is ten (10). Quantities may vary considerably due to changes in budget, personnel, and events requiring extra vehicles. Provide bid pricing in the Excel Pricing Form downloadable from the County’s website as stated in Section 1.4.

On behalf of Enterprise and National, we agree to these provisions. Enterprise and National will supply the County with all necessary items and services needed for the program. The Excel Pricing Form has been completed and supplied for your review.

When you need a car, truck, or van for a month or more, Enterprise offers a long-term rental option. Available only at our participating locations provided below to qualified renters, the program lets you keep a vehicle for a minimum of two months and a maximum of 11 consecutive 30-day rental periods (months). Special terms and conditions apply and will vary according to vehicle and location of rental. Enterprise will pick up and deliver your traveler with prior arrangements.

Long-term rental features:

- Daily or weekly rates apply, as applicable, to rental increments of less than 30 consecutive days.
- No charge for qualified additional driver.
- No charge for same-class vehicle exchanges.
- 24-hour roadside assistance.

**Long-term rentals are not a lease and may be cancelled without penalty at any time.*

| City | Address | Phone | Hours |
|---------|----------------|---|------------------------------|
| Houston | 17302 Pine Cut | 346-413-4414 Laura Grobusky 281-702-6886 Gary Headrick | Monday-Friday: 8 a.m.-4 p.m. |

Please note that the County can also take advantage of the State of Texas rental program and rates for any daily rental needs for business travel under Contract ID TXC0790. These rates for travel are based on the Texas SmartBuy program. Email Gary.D.Headrick@em.com for more information.

13.1 The contractor will provide a large selection of vehicles of various models, colors, sizes and options with no external or internal leasing or company markings of any kind. All models will be no older than two (2) years old, with a maximum of 20,000 actual miles on the odometer at the time of lease. All vehicles proposed are to be covered by a basic manufacturer warranty with a minimum of 36 months, 36,000 miles bumper-to-bumper coverage. The powertrain and corrosion warranty coverage will extend for the duration of the lease period.

On behalf of Enterprise and National, we agree to these provisions and will abide by the outlined vehicle requirements. With more than 450 makes and models, we continually invest in and replenish our fleet. The average age of Enterprise and National's U.S. fleet is six months at our airport locations and eight months in the home-city markets. The average mileage across the entire U.S. fleet is approximately 17,000 miles.

We follow the manufacturer-specific maintenance schedule in order to maintain vehicle manufacturer warranty.



13.2 All vehicle maintenance services will be performed by the contractor, on the contractor's premises, or at a designated subcontractor facility to include but not limited to oil changes, tune-ups, tire and related maintenance items. The contractor will also ensure all services, maintenance and repairs are performed to maintain the warranty, including manufacturer-required intervals, recalls, warranty work related repairs. Maintenance service will be comprehensive and will include all manufacturer required maintenance, as well as recalls, warranty and non-warranty repairs.

Enterprise Holdings – Fleet Maintenance Overview / Philosophy

An appropriately maintained fleet promotes safety, enhances customer satisfaction, saves on significant repair costs, and lessens the environmental impact.

Preventive maintenance, such as oil and filter changes, tire rotations, and general vehicle inspections are completed based on the manufacturer's preventive maintenance interval recommendation. Non-scheduled maintenance items such as tires, brakes, wipers, and other items are reviewed during preventive maintenance inspections. Additionally, a basic visual vehicle inspection for items such as tires, warning lights, change in vehicle condition, and personal items left behind is completed following each rental.

Safety is always the principle interest for our fleet.

Preventative Maintenance

Through the Preventative Maintenance (PM) program, vehicle mileage and service history are monitored, and vehicles are flagged for regular service. These inspections at manufacturer-specified intervals ensure the safety and reliability of every vehicle. The service program adjusts or replaces any component as needed to conform to manufacturer specifications, including brakes, tires, and lubrication.

In accordance with the manufacturer's specified interval, a PM-generated control is issued. Vehicles may be removed from operation until they can be restored to our safety and comfort standards. All of this ensures travelers do not encounter problems.

Recalls

Policy

The Federal Motor Vehicle Safety Act requires auto manufacturers to send a notice of any safety recall to vehicle owners. When Enterprise Holdings receives such a safety recall notice and the corresponding Vehicle Identification Numbers (VINs), it is Enterprise Holdings' policy to not rent such vehicles until the manufacturer's specified remedy or authorized interim repair has been implemented.

Process

After receiving the safety recall notice, Enterprise Holdings identifies affected vehicles by VIN and then places a "mandatory hold" on them in our rental management system. This "hold" directs the recall work be completed before renting the vehicle. Sometimes manufacturers advise that certain recalled vehicles can be safely operated once an authorized interim repair has been completed. In such cases, Enterprise Holdings may rent vehicles after the interim repair has been completed – but only until the final remedy is available.

13.3 The contractor agrees all leased vehicles have unlimited mileage and could temporarily travel out of state.

Rates provided include up 3,500 miles per rental for all vehicle classes, except pickup trucks, cargo vans, and 12- and 15-passenger vans. Rates for these vehicle classes include 150 miles per day, 750 miles per week, and 3,000 miles per month.

Any additional miles for all vehicle classes will incur an additional charge of \$0.25 per mile.

Enterprise and National understand that vehicles rented long term by the County may travel out of state.

13.4 The contractor agrees to exchange vehicles on an "as-needed" basis, due to the special requirements of the staff assigned to these vehicles. Past usage indicates approximately twenty-five percent (25%) of the time, vehicles need to be exchanged immediately, or with in twenty-four (24) hours. Data is based on current and past usage and does not accurately predict future quantities or requirements.

On behalf of Enterprise and National, we agree to these provisions. The County will be able to exchange vehicles as needed and within the 24-hour timeframe. Enterprise has been managing city and law enforcement specific rentals in Houston and surrounding areas for more than 10 years. We have created a separate "virtual branch" through our rental division for the ease of switch outs and the overall management of the fleet. We understand the importance of keeping this information strictly confidential for the safety of all of those involved. Operating under our rental division does not require the long-term commitment of a typical Lease Program. This allows you to turn in vehicles without penalty for any reason: to save monthly costs when business needs change, grant funds go away, personnel retire, or to meet budget requirements.

The Enterprise solution offers a flexible fleet that can be increased or decreased at any time due to planned or unforeseen circumstances, allowing the County to maximize utilization and reduce overall cost. Enterprise will dedicate specific full-time employees to the County's contract along with all of the support of our local Houston Enterprise team.

13.5 The contractor will provide twenty-four (24) hour roadside assistance and towing for all leased vehicles, seven (7) days a week.

Roadside Assistance

Customers in need of emergency road service may call your dedicated Sales Manager, Gary Headrick, in the event that assistance is needed. Instructions for contacting the centralized roadside assistance line are included in the rental agreement provided at the counter. For Emerald Club members who choose to bypass the counter and proceed directly to the vehicle, the instructions will be located on the driver's-side visor.

Travelers using the National Car Rental App and Enterprise Rent-A-Car App also have the ability to press the Roadside button. This allows them to call 911 or be connected with our Roadside team for assistance with items such as flat tires or lockouts.

Customer Service Cards

Many of our airport locations provide Customer Service Cards as a way to assist drivers with contact information.

Travelers will receive Customer Service Cards at vehicle pickup. The Customer Service Card offers information on how to contact the appropriate brand location for any questions, comments, or concerns surrounding their rental. The card provides the name of the Rental Agent who helped the traveler, the email address of the renting location, and the Roadside Assistance phone number.

Additional Details

Emergency road service is available to assist renters when they lose their keys, get flat tires, are involved in accidents, or experience mechanical failure.

In the event that trip interruption requires overnight accommodations, our Contact Center agents will arrange lodging, meals and/or alternate transportation if necessary. Renters are responsible for all expenses incurred which are subject to reimbursement or direct payment at the discretion of authorized National or Enterprise personnel.

13.6 Should any vehicle become unserviceable, a substitute operational vehicle will be provided at no additional charge in excess of the charges for the unserviceable vehicle, during the time when the unserviceable vehicle is in repair. This may apply to multiple vehicles at any time, or provisions for a loaner vehicle will be made, when a vehicle is out of service for any repair for more than twenty four (24) consecutive hours. The contractor agrees to allow any and all of the rental vehicles to be returned at any time with no financial penalty.

Please refer to Section 13.2 for details on our maintenance program and philosophy. All vehicles rented by the County will be properly maintained according to the listed items and are guaranteed to be in normal operating conditions at the beginning of rental. No security deposit will be required. All vehicles will be supplied with a full tank of fuel. If at any time a vehicle becomes unserviceable, the County will be able to switch out vehicles at no additional charge.

**Fort Bend County Pricing Form
Bid 24-011
Rental Vehicles and Services**

Vendor Name: **EAN HOLDINGS, LLC**

| Description | | Estimated Annual Quantity of Days Rented | Manufacturer & Model <small>(vendor completes)</small> | Unit Price per Day <small>(vendor completes)</small> | Extended Cost |
|-------------|---|--|---|---|---------------|
| Item Number | Standard -Size Vehicles (6 cylinder) | | | | |
| 1 | Automobiles: Chrysler 200, VW Jetta, Dodge Avenger or equal to | 365 | VW Jetta or similar | \$30.27 | \$ 11,048.55 |
| 2 | Trucks, Crew Cab: Toyota Tacoma, Chevrolet Colorado or equal to | 365 | Nissan Frontier, Chev | \$32.34 | \$ 11,804.10 |
| Description | | Estimated Annual Quantity of Days Rented | Manufacturer & Model <small>(vendor completes)</small> | Unit Price per Day <small>(vendor completes)</small> | Extended Cost |
| Item Number | Full -Size Vehicles (6 cylinder) | | | | |
| 3 | Automobiles: Dodge Charger, VW Passat, Chevy Malibu or equal to | 365 | Nissan Altima, Toyot | \$30.27 | \$ 11,048.55 |
| 4 | Sports Utility: Ford Explorer, Chevy Equinox or equal to | 365 | Nissan Rogue, Ford F | \$36.63 | \$ 13,369.95 |
| Description | | Estimated Annual Quantity of Days Rented | Manufacturer & Model <small>(vendor completes)</small> | Unit Price per Day <small>(vendor completes)</small> | Extended Cost |
| Item Number | Premium-Size Vehicles | | | | |
| 5 | Automobiles (6 cylinder or V8): Chrysler 300, Dodge Challenger, Nissan Maxima or equal to | 365 | Nissan Maxima or sir | \$30.94 | \$ 11,293.10 |
| 6 | Trucks, Extended or Crew Cab: Ford F-150, Toyota Tundra, Chevrolet Silverado, Dodge Ram or equal to | 365 | Ford F150, Chevy Si | \$36.27 | \$ 13,238.55 |
| 7 | Sports Utility (V8): Chevrolet Tahoe, Ford Expedition or equal to | 365 | Chevy Tahoe, Ford E | \$51.07 | \$ 18,640.55 |
| 8 | Mini Vans (6 cylinder): Dodge Grand Caravan, Chrysler Town & Country or equal to | 365 | Dodge Grand Carava | \$35.27 | \$ 12,873.55 |
| 9 | Vans, Ford Transit (V8): Chevrolet Express or equal to | 365 | Ford Tranit Cargo, C | \$50.00 | \$ 18,250.00 |