

PUBLIC BUILDING COMMISSION OF CHICAGO



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**AUTOMOBILE AND LIGHT TRUCK LEASING AND
MAINTENANCE SERVICES AGREEMENT
CONTRACT NUMBER PS1139**
with
Enterprise Leasing Company of Chicago

**Mayor Richard M. Daley
Chairman**

Montel M. Gayles
Executive Director

Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

**LEASING of AUTOMOBILE AND LIGHT TRUCK AND MAINTENANCE SERVICES AGREEMENT
AGREEMENT NO. PS1139**

THIS AGREEMENT effective as of September 1, 2007, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission"), and Enterprise Leasing Company with offices a Nevada Corporation, (the "Vendor"), at Chicago, Illinois.

Background Information – Recitals:

LEASING of AUTOMOBILE AND LIGHT TRUCK AND MAINTENANCE SERVICES AGREEMENT

- A. WHEREAS, THE City of Chicago (the "City") has entered into a lease agreement (**Contract No. 15257** together with Acknowledgement) dated September 1, 2007 with Enterprise for Automobile and Light Truck Leasing and Maintenance Services pursuant to the City's request for Proposal (**Specification No. 56601**) ("Contract"). A copy of the Contract is attached hereto and incorporated herein by reference; and
- B. WHEREAS, the Contract states in the section entitled "Participation by Other Local Government Agencies" that other local government agencies may be eligible to lease vehicles pursuant to the terms and conditions of the Contract if such agencies are authorized by law or their governing bodies, to execute such leases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such leases have no significant net adverse effect on the City of Chicago, and result in no observed diminished services from the Vendor to the City user departments pursuant to such leases; and
- C. WHEREAS, the Commission desires to enter into an agreement for automobile leasing and maintenance services with Enterprise pursuant to all applicable terms and conditions contained in the Contract;

Incorporation of Exhibits; the following attached Exhibits are made a part of this Agreement:

Exhibit A- Disclosure of Retained Parties

Exhibit B- Disclosure Affidavit

NOW THEREFORE, in consideration of the agreements, covenants, representations, warranties, obligations and privileges set forth in the Contract, and intending to be legally bound thereby, Commission and Enterprise agrees as follows:

1. The Recitals set forth above constitute an integral part of this Agreement and are incorporated herein by reference.
2. The Commission and Enterprise agrees that the Commission will lease automobiles from Enterprise and Enterprise will provide maintenance services pursuant to the terms and conditions of the Contract.
3. The specifications of the vehicles and light trucks leased will be subject to the prior written approval of the Commission.
4. The Agreement shall become effective upon approval by the Commission and shall remain in effect until expiration of the City's Contract with Enterprise or upon termination by the Commission, whichever comes first.
5. In consideration for the performance of the services described herein, the Commission will pay Enterprise the amount agreed to for each car leases by the Commission from Enterprise.
6. The Commission has the same rights, obligations, duties and responsibilities as the City with respect to the Contract and any references to the City in the Contract shall be construed as references to the Commission, as applicable. Moreover, any references to the Chief Procurement Officer of the City shall be construed as references to the Executive Director and notice to the Commission pursuant to the Contract shall be as follows;

Public Building Commission of Chicago
Richard J. Daley Center
50 West Washington St, Room 200
Chicago, IL 60602
Attention: Executive Director

7. Except as otherwise set forth herein, the Contract shall apply to the Commission with same force and effect as it applies to the City.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement,

SIGNED on: 01/17/2008

PUBLIC BUILDING COMMISSION OF CHICAGO

Richard M. Daley
Chairman

Attest:

Edward J. Moran
Secretary

VENDOR, Enterprise Leasing Company of Chicago:

Jeff Widner
President

County of: DuPage

State of: Illinois

Subscribed and sworn to before me by Jeff Widner and _____ on behalf of Vendor this 14 day of Oct, 2007.

Waleska Arroyo
Notary Public
My Commission expires: (SEAL OF NOTARY)

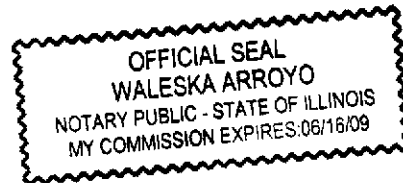


EXHIBIT A

DISCLOSURE OF RETAINED PARTIES

LEASING of AUTOMOBILE AND LIGHT TRUCK AND MAINTENANCE SERVICES AGREEMENT

CHICAGO, ILLINOIS

EXHIBIT B

DISCLOSURE AFFIDAVIT

LEASING of AUTOMOBILE AND LIGHT TRUCK AND MAINTENANCE SERVICES AGREEMENT

CHICAGO, ILLINOIS

DISCLOSURE OF RETAINED PARTIES

Exhibit A – PS 1139

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS1139
 Description or goods or services to be provided under Contract: Automobile and Light Truck Leasing and Maintenance Services
2. Name of Contractor: Enterprise Leasing Company of Chicago
3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Tim Dart	33N. Dearborn, Chgo	Lobbyist	\$6,000/month
Billie Paige	547S. LaGrange, LaGrange	Lobbyist	\$4,000/month
Stanley Kaminski	227 W. Monroe, Chgo	Attorney	Hourly as needed

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: _____

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

Loren J. Ahlgren
Signature

10/11/2007
Date

Loren J. Ahlgren
Name (Type or Print)

VP of Fleet Management
Title

Subscribed and sworn to before me

this 11 day of Oct. 2007

Waleska Arroyo
Notary Public



Date: _____

DISCLOSURE AFFIDAVIT

Name: Enterprise Leasing Company of Chicago

Address: 395 Roosevelt Rd, Glen Ellyn, IL 60137

Telephone No.: (630) 534-7700

Federal Employer I.D. #: 43-1298-227 Social Security #: n/a

Nature of Transaction:

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Loren J. Ahlgren, as VP of Fleet Management
(Name) (Title)

and on behalf of Enterprise Leasing Company of Chicago
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- Bidder/Proposer/Contractor is a:
- Corporation
 - Partnership
 - Joint Venture
 - Sole Proprietorship
 - LLC
 - LLP
 - Not-for-Profit Corporation
 - Other

SECTION 1.

FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Nevada

b. Authorized to do business in the State of Illinois: Yes No

c. Names of all officers of corporation or LLC (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>See attachment</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>See attachment</u>	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>n/a</u>	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

f. For LLC's, state whether member-managed or identify managing member:

_____.

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes [] No

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
n/a _____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []

If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

n/a _____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

<u>See attachment</u>	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation n/a

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any subcontractor to be used in the performance of this contract, or any affiliated entities of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification or if a subcontractor or subcontractor's affiliated entity during a period of three years prior to the date of award of the subcontract:
 - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

N/A

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. ANTI-COLLUSION

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free

competitive bidding in connection with this proposal or contract. Failure to attest to this section as part of a bid will make the bid non-responsive and not eligible for award consideration.

F. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

G. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

N/A

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

N/A

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such

subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purpose of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity in which the individual holds an interest or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten (10%) or percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV is 1 or 2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

Check one:

1. No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support for the payment of all such child support owed; or both (1) and (2).
4. _____ There are no Substantial Owners.

V. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building

Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

VI. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

Loren J. Ahlgren
Signature of Authorized Officer

Loren J. Ahlgren
Name of Authorized Officer (Print or Type)

VP of Fleet Management
Title

(630) 534-7700
Telephone Number

State of Illinois

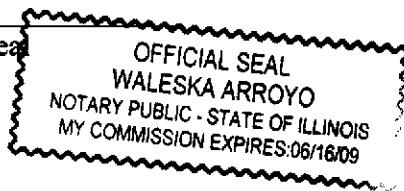
County of DuPage

Signed and sworn to before me on this 11 day of October, 2007 by

Loren J. Ahlgren (Name) as VP of Fleet Management (Title) of

Enterprise Leasing Company of Chicago (Bidder/Proposer or Contractor)

Waleska Arroyo
Notary Public Signature and Seal



Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

CERTIFICATE OF CORPORATE RESOLUTION

The undersigned Secretary of Enterprise Leasing Company of Chicago, a Nevada corporation, being familiar with the Articles of Incorporation and By-laws of the corporation, certifies as follows:

THAT, the corporation is a duly formed and validly existing corporation in good standing pursuant to the laws of the State of Nevada and is qualified to transact business in and is in good standing pursuant to the laws of the State of Illinois;

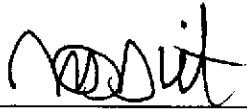
THAT, the following is a true and correct copy of a resolution adopted by unanimous written consent by the Board of Directors of the corporation;

RESOLVED, That Jeffrey D. Wilder, Brendon D. Ross, and Loren J. Ahlgren be, and any one of them individually is, hereby authorized and directed to execute and deliver on behalf of the corporation any and all necessary instruments associated with that certain Contract for Services, Document No. PS1139, Automobile and Light Truck Leasing, and Maintenance Service Agreement for Public Building Commission of Chicago, including but not limited to, agreements affidavits, and the like.

This is a specific authorization and is limited to this one transaction only.

THAT, the foregoing authorization of the Board of Directors has not been revoked or modified.

October 4, 2007



Mark I. Litow, Secretary

Name	Title
Jeffrey D. Wilder	Vice President/General Manager
Brendon D. Ross	Vice President Finance
David L. Pepper	Vice President Remarketing
Brian P. Baker	Vice President Car Sales
Loren J. Ahlgren	Vice President Fleet Management
Dennis Phelan	Regional Vice President
James B. Strack	Regional Vice President
Daniel Milwit	Regional Vice President
Michael W. Cruickshank	Regional Vice President
Steven H. Nelick	Regional Vice President

NAME	PERCENTAGE
Jack Taylor Family Voting Trust U/A/D 4/14/99	94.58
Donald L. Ross Class "B" Voting Trust U/A/D 10/3/00	1.81
MAL, Trustee, Mary Ann Lee Trust	1.05
Sedgwick Place Partners LP	1.00
JCT, Trustee, Jack C. Taylor Trust "B" U/A/D 5/26/88	0.52
Donald L. Ross Crawford Voting Trust U/A/D 1/15/03	0.27
Nicholson, Pamela M.	0.23
John T. O'Connell Class "B" Voting Trust U/A/D 7/25/00	0.25
William W. Snyder Crawford Class "B" Voting Trust U/A/D 12/19/03	0.11
JTO'C, Trustee, Douglas A. Albrecht Class "C" Revocable Trust	0.11
Douglas A. Albrecht Class "B" Voting Trust U/A/D 6/22/00	0.07
	100.00

Section 4

**ANDREW C. TAYLOR, AS VOTING TRUSTEE OF JACK TAYLOR FAMILY VOTING TRUST U/A/D 4/14/99
MEMBER SUMMARY AS OF 1/01/07**

ULTIMATE BENEFICIARIES	BUSINESS ADDRESS	PERCENTAGE
Jack C. Taylor	600 Corporate Park Dr., St. Louis, MO 63105	85%
Andrew C. Taylor	600 Corporate Park Dr., St. Louis, MO 63105	7%
Jo Ann Taylor Kindle	600 Corporate Park Dr., St. Louis, MO 63105	6%
Kelly C. Taylor	600 Corporate Park Dr., St. Louis, MO 63105	<1%
Patricia A. Taylor	600 Corporate Park Dr., St. Louis, MO 63105	<1%
Christine B. Taylor	600 Corporate Park Dr., St. Louis, MO 63105	<1%
Mary Carolyn Kindle	600 Corporate Park Dr., St. Louis, MO 63105	<1%
Alison Taylor Kindle	600 Corporate Park Dr., St. Louis, MO 63105	<1%



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

August 15, 2007

Attn: Darin Walsh, Sales Manager
Enterprise Leasing Company of Chicago
395 Roosevelt Road
Glenn Ellyn, IL 60137

Re: Contract Award Notification
Contract No.: 15257
Specification No.: 56601
Project Description: Leasing of Automobiles and Light Duty Trucks

Dear Mr. Walsh:

The City of Chicago has awarded your firm a sixty (60) month contract for 'Leasing of Automobiles and Light Duty Trucks' for the Department of Fleet Management effective 9/1/07 through 8/31/12.

Attached find a copy of the awarded Blanket Purchase Order print. Please refer to the Specification and Contract numbers listed above when inquiring about the contract.

Please note that contracts are available for viewing and downloading on the City of Chicago's website: www.cityofchicago.org/purchasing/.

If you have any questions concerning this matter, please contact Ahmad N. Nayamuth at 312-744-9761, anayamuth@cityofchicago.org or in his absence James Bracewell at 312-744-4923, jbracewell@cityofchicago.org.

Sincerely,

Barbara A. Lumpkin
Chief Procurement Officer

BAL/DY/MH/JB/AN

cc: Barbara A. Lumpkin
Douglas E. Yerkes
Mark Hands
James Bracewell
Howard Henneman, DFM
Ahmad N. Nayamuth
File (Specification No.: 56601)



rev 080107



**CITY OF CHICAGO
 BLANKET PURCHASE ORDER**

Copy (Vendor)

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	DELIVERY DATE	PO START DATE	PO END DATE	PAGE #
08/15/2007	40	15257	56601	1039687	I		09/01/2007	08/31/2012	1

BUYER:

46085 AHMAD NAYAMUTH 312-744-9761

ORDERED FROM:

ENTERPRISE LEASING CO OF CHCGO
 395 ROOSEVELT RD
 GLEN ELLYN, IL 60137

PO DESCRIPTION: LEASING OF AUTOMOBILES AND LIGHT DUTY TRUCKS

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	9751405010	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - FACTORY ORDERED VEHICLES. VEHICLE ACQUISITION FEE (FIXED)	Each	150.00
2	9751405015	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - VEHICLES ORDERED FROM DEALER STOCK. VEHICLE ACQUISITION FEE (FIXED)	Each	600.00
3	9751405020	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - NON FLEET ALLOCATED AND NON FACTORY ORDERABLE VEHICLES. VEHICLE ACQUISITION FEE (FIXED)	Each	600.00
4	97514.01	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - AFTER-MARKET INSTALLED EQUIPMENT (FIXED)	Percent	0.70
5	9751405030	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - VEHICLE DISPOSAL FEE (FIXED)	Each	300.00
6	97514.02	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - ADJUSTMENT TO INTEREST RATE (FIXED)	Percent	0.01
7	9751405040	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - MONTHLY LEASE MANAGEMENT FEE (FIXED)	Each	15.00
8	97514.03	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - MONTHLY FULL MAINTENANCE RATIO (FIXED)	Percent	0.28
9	9751405050	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - MONTHLY COMMERCIAL AUTOMOBILE LIABILITY INSURANCE	Each	68.00
10	9751405055	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - MONTHLY PHYSICAL DAMAGE (COLLISION AND COMPREHENSIVE) INSURANCE	Each	40.00
11	9751405060	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - MISCELLANEOUS LEASE RELATED CHARGES	Each	1.00
12	9751405065	LEASE OF AUTOMOBILES AND LIGHT DUTY TRUCKS - MONTHLY FULL-SERVICE LEASE CHARGE	Each	1.00

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order.
 Mark all packages and papers with the purchase number.

Any deliveries containing overshipments will be reflected unless otherwise authorized in this purchase.

This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure, Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.

Contract Summary Sheet

Contract (PO) Number: 15257

Specification Number: 56601

Name of Contractor: ENTERPRISE LEASING CO OF CHCGO

City Department: DEPT OF FLEET MGMT

Title of Contract: LEASING OF AUTOMOBILES AND LIGHT DUTY TRUCKS

Term of Contract: Start Date: 9/1/2007

End Date: 8/31/2012

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$10,548,389.92

Brief Description of Work: LEASING OF AUTOMOBILES AND LIGHT DUTY TRUCKS

Procurement Services Contract Area: VEHICLES/HEAVY EQUIPMENT (CAPITAL)

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 1039687

Submission Date:

AUG 16 2007