

CONTRACT RELEASE: V-52(5)

RESTRICTED TO DEFINED USERS READ FOLLOWING INFORMATION CAREFULLY

DATE: NOVEMBER 1, 2018

PRODUCT/SERVICE: VEHICLE RENTAL – LOCAL AND NATIONAL SERVICE
SHORT AND LONG TERM RENTALS

CONTRACT PERIOD: NOVEMBER 1, 2013, THROUGH JANUARY 31, 2019

EXTENSION OPTIONS: NONE

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): DUSTIN BURNS

PHONE: 651.201.2441 E-MAIL: dustin.burns@state.mn.us

WEB SITE: www.mmd.admin.state.mn.us

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
ENTERPRISE LEASING COMPANY OF MINNESOTA, LLC dba Enterprise Rent-A-Car and National Car Rental 2775 Blue Water Road Eagan, MN 55121	70774	NET 30	AS REQUIRED

FOR IMMEDIATE SERVICE CONTACT THE RENTAL AGENCY DIRECTLY.

VENDOR NO.: 0000218973

CONTACT: Katie Wegner
kathryn.m.wegner@erac.com

PHONE: 651.905.5060
FAX: 763.225.0633

NOTE: BOTH ENTERPRISE RENT-A-CAR (Parent Company) and NATIONAL CAR RENTAL may be used under this Contract. All prices, terms and conditions are applicable to both companies. When stated as “Enterprise” or “Contract Vendor” in this document, it refers to both Enterprise Rent-A-Car and National Car Rental.

“RESTRICTED” CONTRACT USERS. This Contract is available to State agencies and MnSCU and to Minnesota members of State’s Cooperative Purchasing Venture (CPV) program defined as:

Authorized Drivers: Refers to a driver that meets the definition of "Employee of the State" as defined by Minn. Stat. § 3.732, subd.1 (2) and also a driver that meets the definition "employee, officer, or agent" as defined by Minn. Stat. § 466.01, subd.6 who is also a Minnesota authorized CPV Member.

CPV Members: This Contract is **only** available to Minnesota authorized CPV members who's torts are governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466 – **Qualifying Minnesota entities only.**

Minnesota CPV Members should check the following link to verify they are eligible to use the Contract.

Eligible Agencies: [http://www.mmd.admin.state.mn.us/pdf/V-52\(5\)EligibleAgencies.pdf](http://www.mmd.admin.state.mn.us/pdf/V-52(5)EligibleAgencies.pdf)

When using the Contract, MnSCU and CPV Members must comply with and may not deviate from the Contract terms and conditions or specifications as outlined.

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies for vehicle rentals for local and national service. For vehicle rentals that are "initiated" in the State of Minnesota or other border locations as listed on the Contract Release.

Due to the high liability exposure for the service on the Contract, State agencies are required to use the Contract unless an exception is granted by the AMS listed.

PURCHASERS SHOULD THOROUGHLY REVIEW THE CONTRACT RELEASE – ONLY THE GOODS AND SERVICES THAT ARE IDENTIFIED IN THE CONTRACT MAY BE PURCHASED THROUGH THE CONTRACT.

15-PASSENGER VANS MAY NOT BE RENTED UNDER THIS CONTRACT.

STATE AGENCIES MAY NOT RENT 15 PASSENGER VEHICLES UNDER ANY CIRCUMSTANCES.

The Contract does not allow for rentals of 15 Passenger Vans. The National Highway Traffic Association requires that the Rental Agreement Addendum for Restricted Use of Passenger Vans with Seating for over 10 Occupants be signed by the Renter if the vehicle holds over 10 passengers. The State will allow the Renter to sign the Rental Agreement Addendum for Restricted Use of Passenger Vans with Seating for over 10 Occupants as attached:

Rental Agreement Addendum for Restricted Use of Passenger Vans with Seating for over 10 Occupants:

[http://www.mmd.admin.state.mn.us/pdf/V-52\(5\)LargeVanAddendum.pdf](http://www.mmd.admin.state.mn.us/pdf/V-52(5)LargeVanAddendum.pdf)

AGENCY ORDERING INSTRUCTIONS. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax. The Renter may also make reservations with the Contract Vendor's reservation center or via the Contract Vendor's website.

Invoices will be issued directly to the Agency. If desired, an agency or personal credit card **may be used at the time of the rental.**

For "Quickstart service," the Renter will provide at least 72 hours notice, but not less than 24 hours notice, prior to vehicle pickup time.

Orders are to be placed directly with the Rental Branch being used or use the following websites:

www.enterprise.com OR www.nationalcar.com

For local service with rentals initiating in Minnesota, rentals may be direct billed using an agency purchase order or an agency or personal credit card. If using an agency or personal credit card, the renter must show the card at the counter when picking up the vehicle.

For national service reference State of Minnesota Customer Number XZ19113. For rentals originating out of state, please pay for the rental by credit card and submit to be reimbursed. If using an agency or personal credit card, the renter must show the card at the counter when picking up the vehicle.

If you have a need for direct billing at these out of state locations, purchase orders can be accepted at the Enterprise locations. Please contact Katie Wegner at 651.905.5060 or via e-mail at kathryn.m.wegner@erac.com to set up a nationwide billing number specific to your agency/department/college.

For Direct Billing and to ensure Contract rates and rules, use the Enterprise Customer Number specific to your department. To set up Direct Billing for national service, or if you are not sure what the local service Customer Number is, contact Katie Wegner at 651.905.5060 or via e-mail at kathryn.m.wegner@erac.com.

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of the Contract is to provide a source for "short and long term "vehicle rentals for both local and national service. For vehicles needed for local service, use the Minnesota locations, or those border offices, that are listed in the Contract Release.

PRICES. Prices are firm through the first year. After that period, prices may be adjusted once a year. Price increases are not effective until they are approved by the AMS. Rental prices include all insurance coverage for the Renter/Driver as required by the State's Risk Management Division.

The Contract Vendor may not require, nor request, the Renter/Driver to pay any supplemental liability protection insurance or require them to agree to any collision and loss damage waivers. Renter/Driver's are instructed to decline additional insurance if offered at the Contract Vendor's counter as coverage is included in the Contract Price.

Contract Prices also include a Roadside Assistance Program (RAP) and renters are instructed to decline and RAP programs that may be offered at the Contract Vendor's counter.

NOTE: At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price.

For the purposes of this Contract, the following definitions shall prevail:

Acquisition Management Specialist (AMS)

The AMS is the State of Minnesota, Department of Administration, Materials Management Division's authorized representative who will manage the Contract.

Business

Refers to any Renter/Driver required traveling to do government work on behalf of their entity or a MnSCU sponsored event.

CPV Member

COOPERATIVE PURCHASING VENTURE (CPV) MEMBERS. The Contract will also be available to CPV members or who are defined in Minn. Stat. § 466.01, subd.1, who are members of the State of Minnesota's Cooperative Purchasing Venture (CPV) Program that qualify under Minn. Stat. § 471.59, subd.1. This is limited to Minnesota entities only.

This Contract is only available to Minnesota authorized CPV members who's torts are governed by the Minnesota Municipal Tort Claims Act, Minnesota Statute Chapter 466 – **Qualifying Minnesota entities only.**

Emerald Club – National Car

The Emerald Club is an incentive program that National Car offers frequent users. Some of the incentives include the renter to "bypass" the counter, free rental days, frequent flyer miles and free hotel stays. State agencies must comply with Purchasing Policy 38 – "Receipt and/or Accrual and Use of Promotional Items and/or Benefits Earned when Purchasing Goods and Services with State Funds." Other Contract users must follow its local entities' requirements regarding promotional items and/or benefits earned when using its funds.

Local Service

Refers to the rental initiating in Minnesota or a border city (within 50 miles of the Minnesota border, i.e., Fargo, Superior, Hudson, etc.) with travel in the contiguous United States and Canada. Travel in Mexico is not included in the Contract. Vehicle rental programs will be for both short term and long term rental.

Long Term Rental

Refers to any transaction/rental period that will last for more than 31 days and less than eleven (11) months. **STATE AGENCIES – FOR RENTALS EXCEEDING 24 MONTHS:** If the term of the vehicle rental is expected to be longer than two years, contact Eleanor Pflager at Ellie.Pflager@state.mn.us to determine if a fleet vehicle is available.

Master Contract (Contract)

Refers to the mutually agreed document between the Contract Vendor and the State of Minnesota, Materials Management Division, for Vehicle Rental Services.

Master Rental Agreement

Refers to the document that the Renter signs at the Contract Vendor's locations and is used for tracking the Contract Vendor's inventory. Any terms and conditions included on the Contract Vendor's Master Rental Agreement are void and superseded by the State of Minnesota Contract.

MnSCU

MnSCU refers to the Minnesota State Colleges & Universities system as defined in Minn. Stat. § 136F.01. This does not include University of Minnesota.

National Service

Refers to the rental initiating in the contiguous United States (except for rentals within 50 miles of the Minnesota border, i.e., Fargo, Superior, Hudson, etc.) with travel in the contiguous United States. Rentals in Mexico or Canada are not included in the Contract. Vehicle rentals will be for short term rental only.

Passenger

Passengers in the rental vehicle must be an authorized representative of an entity as defined in the Contract and must be on official business for the entity. Non-entity personnel that are participating in the entity's official business event may also ride in the rental vehicle.

Rental

Refers to either short term or long term transactions.

Renter/Driver

Authorized Renter/Driver – Refers to an authorized representative or employee of an entity as defined in Minn. Stat. § 3.732, subd.1, or to an authorized representative or employee of an entity as defined in Minn. Stat. § 466.01, subd.1, who are members of the State of Minnesota's Cooperative Purchasing Venture (CPV) Program that qualify under Minn. Stat. § 471.59, subd.1, who possess a valid driver's license issued by the state in which the person resides, and who is 18 years or older. This is limited to Minnesota entities only.

Any authorized Renter/Driver that may operate the rental vehicle outside the State of Minnesota must be 18 years of age or older unless an exception is granted by the AMS. Any authorized Renter/Driver must be 21 years of age if renting and operating 10 to 12 passenger vehicles.

Short Term Rental Refers to any transaction/rental period that will last for one month (30 days) or less.

Vehicle Refers to any car, station wagon, van, truck, etc., that is rented from the Contract Vendor.

OVERVIEW. The Contract Vendor will provide vehicles for local and national service to qualified Renters. The service will be provided on an "as needed" basis.

When needed to conduct official business, vehicles shall be available to all Renters that have a valid driver's license. For travel in and outside of the State of Minnesota, licensed drivers that are age 18 and older, and on official business travel, may rent vehicles under the terms and conditions of the Contract and will not be required to pay any extra charges from the Contract Vendor.

All qualified users of the Contract shall comply with the use restrictions of the Contract Vendor and shall use the vehicles in performance of the entity's business only which may include transporting the vehicle directly to and from the employee's residence. The entity's employees may be personally liable for loss of or damage to vehicles if performing non-state related activities.

The Contract Vendor may not deny rental to an entity if a vehicle is available. If a rental is denied when there is adequate inventory, the State agency may procure a vehicle from another vendor and charge the difference in cost to the Contract Vendor.

The service provided under the State's Master Contract is not intended to include large numbers of vehicles for a single scheduled or unscheduled event(s) that occurs in Minnesota such as, but not limited to, a national convention or sporting event, or a weather situation, where great numbers of vehicles are needed for security or other State or local agency requirements. The requesting agency may work with the Contract Vendor under the umbrella of the Contract and if vehicles are available and there is no interruption of service or change in price or insurance coverage. If vehicles are not available in this scenario, the requesting agency must solicit for its requirements separate and aside from the State Master Contract.

HOME STATE SERVICE AREA. The State of Minnesota (home state) desires the Contract Vendor to have rental vehicle service available on a State-wide basis. The service areas are defined as:

Metro Location Counties: Includes Anoka, Carver, Chisago, Dakota, Hennepin, McLeod, Ramsey, Scott, Sherburne, Sibley, Washington and Wright

Non-Metro Locations: Includes, but not limited to, Duluth, Rochester, Mankato, Bemidji, Moorhead, St. Cloud, Winona or cities located within 50 miles of the Minnesota border such as Fargo, Superior, Hudson, etc.

Vehicle rentals may be initiated at any Contract Vendor location in Minnesota or a border city and the vehicle may be returned to any Contract Vendor location in Minnesota or a border city regardless of where the rental was initiated.

The Contract Vendor will provide a list of its Minnesota locations with the Response. The Contract Vendor may add additional service locations throughout the Contract term if mutually agreed through a fully executed Contract Amendment.

Notwithstanding the foregoing, the Contract Vendor agrees that each rental facility which is operated by the Contract Vendor will honor the applicable Rental Charges specified in the Price Schedule offered. The Contract shall not apply to or cover vehicle rentals from rental facilities which are operated by a franchisee or licensees of the Contract Vendor as they will not be included in the Contract.

VEHICLE PICK UP/DROP OFF AT CONTRACT VENDOR'S FACILITY. The Contract Vendor shall ensure that there is at least one location within any given 50-mile radius in each home state service area which will be open and able to process vehicle pick-ups and drop-offs from 7:30 A.M., through 6:00 P.M., Monday through Friday, and from 9:00 A.M. to 12:00 P.M. (Noon) on Saturdays, except for designated State of Minnesota government holidays. It is preferred that rental transactions occur in Minnesota but if the Contract Vendor has other locations within a 50 mile radius of a Minnesota border, those locations may be included.

The State desires that if a Contract Vendor's location cannot be provided within a 50-mile radius in the district where an offer is made, the Contract Vendor shall provide alternate arrangements for early vehicle pick-up such as allowing pickup the night before, at no additional charge, and for late vehicle drop-off, such as providing a drop-box for after-hour returns at no additional charge.

RENTER PICK UP/DROP OFF AT OFFICE OR HOME. If requested, the Contract Vendor will drop off the vehicle at the Renter's office or pick the Renter up from home, if located within a 60 mile radius of the Rental Office. This delivery and pickup will require the Renter to return the vehicle to the Rental Office at the end of the rental. That is, the delivery to the office will allow the Renter to complete any necessary paperwork at the point of delivery (his/her office) and depart from that location and return possession of the rental vehicle to the Contract Vendor's Rental Office after the rental is complete. If required, the Contract Vendor will provide transportation for the Renter back to its office or home after the vehicle has been returned and checked in.

REPLACEMENT VEHICLE. In the course of a rental in progress, should any repair be found necessary, the Renter is to be notified, in writing, of the need for the repair. Immediate action to remedy the problem must occur and a replacement vehicle must be provided.

If, during the course of a rental in progress, the Contract vehicle should breakdown and is deemed inoperable by the user, the Contract Vendor will take immediate action to remedy the problem and a replacement vehicle must be provided.

LOCAL SERVICE – Refers to the rental originating in Minnesota or a border city with travel in the contiguous United States and Canada. Vehicle rental programs will be for both short term and long term rental. Travel in Mexico is not included in the Contract.

For rentals originating in Minnesota - All Master Rental Agreements for vehicles will be written in the name of the authorized Renter/Driver who will be operating the rental vehicle, and the driver shall provide his/her driver's license for inspection. The rental charge shall be a direct obligation of the Renter's entity and the Contract Vendor agrees that it shall not impose any financial obligation on the authorized Renter/Driver(s) who qualify as a Renter with the appropriate purchase order or pre-authorized consent of the employee(s)' agency as defined by the State's RFP (herein "Renter" or "Driver"). The terms and conditions of the Contract Vendor's Standard Rental Agreement do not apply to the authorized employee(s) who qualifies as a Renter/Driver.

NATIONAL SERVICE – Refers to the rental originating in the contiguous United States (except for rentals within 50 miles of the Minnesota border, i.e., Fargo, Superior, Hudson, etc.) with travel in the contiguous United States. *Travel and rentals in Canada are allowed with prior approval from the AMS and the State Risk Management Division. Travel or rentals in Mexico are not included in the Contract.* Vehicle rentals will be for short term rental only. The State desires the Contract Vendor to provide on-site airport service rather than shuttle service to a remote, off-airport location. Vehicle rental may be initiated at the Contract Vendor's location or via the internet.

For rentals originating outside of Minnesota - All Master Rental Agreements for vehicles will be written in the name of the authorized Renter/Driver who will be operating the rental vehicle, and the driver shall provide his/her driver's license for inspection. The rental charge shall be a direct obligation of the Renter's entity and the Contract Vendor agrees that it shall not impose any financial obligation on the authorized Renter/Driver(s) who qualify as a Renter with the appropriate purchase order or pre-authorized consent of the employee(s)' agency as defined by the State's RFP (herein "Renter" or "Driver"). The terms and conditions of the Contract Vendor's Standard Rental Agreement do not apply to the authorized employee(s) who qualifies as a Renter/Driver.

RENTER'S RESPONSIBILITIES.

- a. All authorized drivers – age 18 or older – as defined in this Contract shall be eligible to drive the rental vehicles in all states except the Renter/Driver must be 21 years of age for renting and driving 12 passenger vans in any state. There shall be no additional charge for multiple authorized drivers. Rentals for trips shall be limited to no more than three drivers per vehicle.

- b. **ADDITIONAL DRIVERS.**

For rentals originating in Minnesota -- The Contract Vendor Master Rental Agreements for vehicles will be written in the name of the renting employee or agency that will be operating the rental vehicle and the driver shall provide his/her driver's license for inspection. The rental charge shall be a direct obligation of the Renter and the Contract Vendor will agree that it shall not impose any financial obligation on the Renter's employee(s) who qualify as a Renter with the appropriate purchase order, agency or personal credit card or pre-authorized consent of the employee's agency as defined (herein "Renter" or "Driver"). The terms and conditions of the Contract Vendor's Standard Master Rental Agreement do not apply to the Renter's employee(s) or agency who qualifies as a Renter.

For rentals originating outside of Minnesota - The Contract Vendor's Master Rental Agreements for the rental of vehicles pursuant to this Agreement that originate with the Contract Vendor's offices located outside of the state of Minnesota will be written in the name of the authorized Renter/Driver who will be operating the rental vehicle and the driver shall provide his/her valid driver's license for inspection. The rental charge shall be a direct obligation of the entity and its authorized Renter/Driver will provide a purchase order number or agency or personal credit card for payment at the time the vehicle is picked up unless payment information was provided at the time the vehicle was reserved. The Renter agrees to pay the Contract Vendor upon demand for all rental and other undisputed charges incurred and other undisputed payments owed by a Renter/Driver under a Rental Contract relating to a rental for business use.

- c. **RENTALS.** Since travelers on official business are representing the State of Minnesota and the applicable State agency, MnSCU or CPV agency, the Renter's name should be included as an agent of the State of Minnesota or the applicable agency. Renters shall not be required to use their personal resources to guarantee payment. All authorized Renters shall receive State of Minnesota Contract Prices. The Contract Vendor's rental agent may not sell additional insurance coverage, roadside assistance or any other programs not covered by the Contract to the authorized Renter. If this occurs, the Contract Vendor will issue credit to the Renter.
- d. **LOSS OR DAMAGE TO RENTER'S PROPERTY.** The Contract Vendor will not be responsible for loss of, or damages to, any property left, stored or transported by the Renter, or any other persons in or upon any premises of the Contract Vendor. The Renter assumes all risk of such loss or damage and waives all claims against the Contract Vendor by reason thereof.
- e. **FINES AND PENALTIES.** If a National Car Rental or Enterprise Rent-A-Car be at fault for a traffic violation, the traveler will not be held responsible for fines. When the customer returns the vehicle, the citation should be given to the rental counter representative so it may quickly resolve the matter.

In the event that National or Enterprise is not responsible for the parking or traffic violation, the traveler is responsible for all fines, penalties, and costs imposed for such violations, as well as expenses connected with the handling of such matters. All fines, penalties, and costs arising from parking or traffic violations may be billed to the credit card used at the time of rental. If the traveler does not notify National or Enterprise of the citation at the time of vehicle return, and the Contract Vendor is later notified of the citation, the Contract Vendor reserves the right to bill the traveler for the cost of the citation plus a \$25 handling fee. If the traveler does notify National or Enterprise of the citation, the traveler may pay only the amount of the fine, avoiding all handling fees.

- f. **DAMAGED OR STOLEN VEHICLE.** Should any vehicle be stolen, substantially damaged, or otherwise become unusable, the Contract Vendor shall, upon notification from the Renter, furnish the Renter a substitute vehicle of like make and body.

- g. ACCIDENT.** In the event of an accident, no Renter shall be asked for any monies at the time of the accident. All Renters will cooperate with the Contract Vendor by completing accident reports and giving any information to the proper authorities.
- h. OPERATOR'S UNAUTHORIZED USAGE OF VEHICLES.** The State and the Contract Vendor agree that (i) all of the authorized renters operating vehicles pursuant to this Agreement will be 18 years or older; (ii) all of the authorized renter's employees will not permit the rental vehicle to be used or operated by any person other than an additional driver authorized by the authorized renter's entity while in the course and scope of employment with the authorized entity; (iii) all of the authorized renter's employees(s) operating vehicles pursuant to a Master Rental Agreement must have a valid driver's license in their possession. The Contract Vendor shall inspect the driver's license of each employee to verify that each employee who will operate a Contract Vendor's vehicle has a valid and current driver's license with unrestricted driving privileges.
- i. SMOKING.** All vehicles rented must be "smoke free." The Renter will assure that all occupants comply with this requirement.
- j. CELL PHONE – TEXT MESSAGING USE.** Per Minn. Stat. § 169.475, "No person may operate a motor vehicle while using a wireless communications device to compose, read or send an electronic message when the vehicle is in motion or a part of traffic." In addition, the Renter is prohibited from using a cell phone, Personal Digital Assistant (PDA), or similar electronic equipment while operating a rental vehicle.
- k. TOWING.** The Renter is prohibited from obtaining towing services for any vehicles rented under the Contract. The Renter is instructed to contact the Contract Vendor if vehicle problems occur.
- l. OFF ROAD DRIVING –** Vehicles are to be used on highways and well maintained gravel roadways. However, if State business requires travel on minimum maintained roadways or off road, the proper vehicle should be selected for that purpose. Any recovery of damages that may occur from travel off of maintained roadways will be the responsibility of the Agency/Renter/Driver. This also includes towing if the vehicle becomes stuck or disabled while traveling off of a maintained roadway.

EQUIPMENT. *When available, vehicles capable of running on alternative fuels or hybrid vehicles are preferred.*

FIFTEEN (15) PASSENGER VANS MAY NOT BE RENTED OR SUPPLIED TO ANY RENTER USING THE STATE OF MINNESOTA CONTRACT.

CONDITION OF VEHICLE. At the time of the rental, vehicles are to be no more than 24 months old (as measured from the date of manufacture), cleaned, washed after the last use, and in well-maintained operating condition. Interior windshields shall be clean and the vehicle shall contain a full tank of fuel. All vehicles must be the property of the Contract Vendor. If the Renter fails to return the vehicle with a full tank of fuel, the Contract Vendor may charge for fuel at the rate per gallon offered in the response on the Price Schedule.

Vehicles shall be equipped with driver's-side airbag, automatic transmission, AM/FM radio and air conditioning. If made available by the vehicle manufacturer for the make and model of any of the vehicles within the applicable rental class, and defined by the manufacturer as a feature provided in the "Standard Features" or "Base Model," the vehicle shall, at the time of rental, also be equipped with the same features. If such a vehicle is not available at the time of the rental, a similar size vehicle equipped with the "Standard Features" or "Base Model" packages shall be made available to the Renter at no additional charge.

Upon completion of each rental, the Renter shall return the vehicle, together with all tires and equipment, in the same condition as when received, ordinary wear and tear excepted, to the place where the vehicle was first picked up by the Renter or delivered to the Renter's agency or the any other Contract Vendor location within the service area unless the vehicle was dropped off at the Renter's home or office.

The Contract Vendor will keep all vehicles provided in good working order. For the purposes of the Contract, full service shall mean that the Contract Vendor's offer includes, but is not limited to, all labor, all parts, material and equipment costs. The offer shall also include all emergency work, complete preventative maintenance as recommended by the manufacturer or specified herein, whichever is greater, all repairs and replacement of major or minor parts, as necessary, on the rental fleet, all administrative reporting or other requirements, all overhead costs and profit. It shall also include any ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the Contract Vendor and included herein.

It is the Contract Vendor's responsibility to maintain the vehicles and related equipment provided under the resulting Contract consistent with applicable safety and health codes.

VEHICLE CLASSIFICATION. The following classes of vehicle makes and models listed are to be used as an indication of the size and class the Renter would select. It is not necessary that the Contract Vendor maintain an inventory of all the listed models. The classification list is to be used as a guide to indicate under what class a specific model will be invoiced. The Contract Vendor will not be allowed to refuse to rent a vehicle under the Contract on the basis of a disagreement with the Contract classification. If a vehicle is available for rent to the general public, it must be available for rent under the Contract.

If, during the term of the Contract, a specific make or model changes class, it will be permissible for the Contract Vendor to rent that particular vehicle under the new class. The Contract Vendor must notify the Department of Administration prior to the change and provide proof of the reclassification. The Contract Vendor may provide any of the makes and models of vehicles that are listed in a specific class.

- a. **Hybrid Cars.** This vehicle may be a sedan (with a city MPG rating of 30 or greater or have an EPA highway MPG rating or 35 or greater) or a SUV (with a city MPG rating of 27 or greater or have an EPA highway MPG rating or 32 or greater).
- b. **Compact Cars.** This is a vehicle with between 100 to 109 cubic feet of interior passenger and cargo volume and includes, but is not limited to, Nissan Versa, Toyota Yaris, Ford Focus, Dodge Dart, Chevrolet Cruze.
- c. **Mid-Size Cars.** This is a vehicle with 110 to 119 cubic feet of interior passenger and cargo and includes, but not limited to, Chevrolet Malibu, Chrysler 200, Dodge Avenger, Ford Fusion, Toyota Camry.
- d. **Large Cars.** This is a vehicle with 120 or more cubic feet of interior passenger and cargo volume equal, but not limited to, Chevrolet Impala, Dodge Charger, Chrysler 300 and Ford Taurus.
- f. **Minivan.** This is a vehicle under 8,500 pounds Gross Vehicle Weight Rating equal, but not limited to, Chevrolet Town & Country, Dodge Caravan, Volkswagen Routan.
- g. **Small Pickup Trucks.** This is a vehicle under 4,500 pounds Gross Vehicle Weight Rating equal, but not limited to, Toyota Tacoma, Nissan Frontier
- h. **Standard Pickup Trucks.** This is a vehicle with 4,500 to 8,500 pounds Gross Vehicle Weight Rating equal, but not limited to, Chevrolet Silverado, Dodge Ram 1500, Ford F150 and GMC 1500 Sierra.
- i. **Sports Utility Vehicle (SUV) – Standard Size.** This is defined as a two or four wheel drive vehicle that will hold up to five passengers.
- j. **Sports Utility Vehicle (SUV) – Large Size.** This is defined as a two or four wheel drive vehicle that will hold six to nine passengers.
- k. **10-12 Passenger Vans.** This is a vehicle under 8,500 pounds Gross Vehicle Weight Rating equal, but not limited to, Ford E150, Chevrolet G1500 and Chevrolet G2500.

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For any van with a seating capacity of 10 or 12 passengers rented pursuant to this Agreement, the State agrees to abide by the following restrictions unless otherwise modified by mutual agreement between the Contract Vendor and the State:

- (1) The van will not be operated or used in Canada.
- (2) The van does not meet Federal Bus Safety Standards and Contract Users will not transport children in the (12th) grade or younger.

SPECIALLY EQUIPPED VEHICLES (Optional). It is the intention of the State of Minnesota to offer disabled employees rental vehicles that are in compliance with the Americans with Disabilities Act (i.e., hand controls) requirements if the Contract Vendor offers such vehicles. If provided by the Contract Vendor, the Renter will provide 72 hours advance notice when specially equipped vehicles are required.

FUEL. The Renter shall supply all fuel necessary for the operation of the vehicle and shall have the option to refuel or not refuel the vehicle at the time of the return. If the vehicle is not refueled when returned to the Rental office, the Contract Vendor's standard refueling rates as offered on the Price Schedule shall apply.

ORDER PROCESSING

ORDER PROCESSING. "The Renter may make reservations with the Contract Vendor's reservation center or via the Contract Vendor's website. For "Quickstart service," the Renter will provide at least 72 hours, but not less than 24 hours' notice prior to vehicle pickup time.

The Contract Vendor will accept an agency purchase order or an agency credit/purchasing card or the Renter's personal credit card for both local and national service.

The Contract Vendor must take precautions that the Renter's personal information is handled in a confidential and sensitive manner."

INVOICE REQUIREMENTS. Enterprise and National will accept purchase orders and/or an agency credit card or the Renter's personal credit card for both local and national service.

Payment terms are net 30.

Invoices can be provided directly to the renter at the rental counter or through automatic e-receipts.

RENTAL RATES - SHORT TERM RENTALS

During the initial term, as set forth herein, short term rental rates for the vehicles will be as offered. These rates will include full comprehensive and collision protection as well as \$2 million in third party liability. Rental rates will be firm during the initial term of the Contract unless the Contract Vendor offers decreased prices. The Contract Vendor shall provide a thirty (30) day prior written notice to the State of any increase in rental at Contract extension.

The daily rental charge shall be calculated based on a continuous 24 hour period from the beginning to the end of the rental, not a calendar day. Example: The charge for a rental commencing at 5:30 P.M. on a Monday, the 1st of a month, (paperwork complete and vehicle released) and completed (vehicle returned) by 5:30 P.M. Tuesday, the 2nd of the same month, will be one rental day. If the vehicle is returned after that period, the Contract Vendor may charge a late fee prorated for the number of hours late based on the daily rental rate. The late fee may not to exceed the daily rental rate.

The terms and conditions of the Contract are in effect until the Renter/Driver returns the rented vehicle.

At the end of the short term rental, the Renter will return the vehicle to the Contract Vendor with a full tank of gas. The cost for fuel, if the vehicle is returned with less than full tank of gas, will be at the rate (percentage) offered above the weekly gasoline price for the Midwest as posted in the Department of Energy Fuel Index at <http://www.eia.gov/petroleum/gasdiesel>.

RENTAL RATES - LONG TERM RENTAL

During the initial term, as set forth herein, long term rental rates for the vehicles will be as offered. These rates will include full comprehensive and collision protection as well as \$2 million in third party liability. Rental rates will be firm during the initial term of the Contract unless the Contract Vendor offers decreased prices. The Contract Vendor shall provide a thirty (30) day prior written notice to the State of any increase in rental at Contract extension.

The monthly rental charge shall be calculated based on a continuous 24 hour period from the beginning to the end of the rental. Monthly pricing is calculated and in effect on any rental four (4) weeks in duration or twenty-eight (28) days in duration. If the vehicle is returned after that period, the Contract Vendor may charge a late fee not to exceed a one month rental rate, amortized by the number of days the vehicle is late.

The terms and conditions of the Contract are in effect until the Renter/Driver returns the rented vehicle.

The maximum number of Subsequent Rental Periods under this Master Rental Agreement shall not exceed eleven (11) months (the initial monthly rental and ten (10) subsequent renewals). Upon completion of 11 months, the Renter must return to the Contract Vendor to sign a new rental ticket (for vehicle tracking) and receive another vehicle of like kind. The process would continue for every rental cycle that reaches 11 months.

At the end of the long term rental, the Renter will return the vehicle to the Contract Vendor with a full tank of gas. The Cost for fuel, if the vehicle is returned with less than full tank of gas, will be at the rate (percentage) offered above the weekly gasoline price for the Midwest as posted in the Department of Energy Fuel Index at <http://www.eia.gov/petroleum/gasdiesel>.

VEHICLE MAINTENANCE - LONG TERM RENTAL

On long term rentals, vehicle inspection and maintenance are required upon any of the following circumstances:

- (1) If the Renter encounters difficulties with the operation or performance with the rental vehicle (and the rental vehicle is safely driven);
- (2) Upon notification from the Contract Vendor that the rental vehicle is the subject of a recall or is otherwise due for service. The Renter will contact the Contract Vendor to either coordinate a specific time or place to deliver the vehicle for the required maintenance, or to receive instructions from the Contract Vendor to service the vehicle at the Contract Vendor's authorized service vendor.

LIABILITY TO THIRD PARTIES

The Contract Vendor agrees to provide Supplemental Liability Protection (SLP) on short and long term rentals. Authorized Renter/Drivers are provided with minimum financial responsibility limits as set forth in the applicable motor vehicle financial responsibility laws of the state where the vehicle is operated, and excess insurance which supplies authorized drivers with third party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits set forth above and Supplemental Liability Protection (SLP) of \$2,000,000. SLP applies while driving in the United States and Canada, if the car is rented and returned in the United States. SLP does not apply in Mexico; SLP does not provide Personal Injury Protection benefits; Uninsured/Underinsured Motorist Coverage; No Fault; First Party Benefits or supplemental No Fault Insurance. SLP is also subject to the terms, conditions, provisions, limitations and exclusions contained in this Contract and in the Supplemental Liability Policy. If any provisions of the Contract conflict with any provisions of the Supplemental Liability Policy, the terms of the Supplemental Liability Policy will apply.

LIABILITY FOR DAMAGE TO CONTRACT VENDOR'S VEHICLE

DAMAGE WAIVER ("DW") FOR BUSINESS RENTALS. For rentals to Authorized Drivers, for business use, Base Rental Charges include full DW (with no deductible) upon the terms and subject to the limitations set forth in the Contract Vendor's standard form of rental contract ("Rental Contract").

EXCLUSIONS TO PROVIDING COLLISION DAMAGE WAIVER PROTECTION AND SUPPLEMENTAL LIABILITY PROTECTION. Pursuant to the Minnesota Department of Commerce Commissioner's authority as outlined in Minn. Stat. § 72A.125, subd. 3, the following are acceptable exclusions to providing Collision Damage Waiver Protection and Supplemental Liability Protection to the authorized operator of the Contract Vendor's vehicle:

1. Damage or loss that results directly from the intentional, reckless, willful, or wanton misconduct of an authorized driver in the operation of a vehicle; or
2. Damage or loss that results directly from an authorized driver's operation of a vehicle while legally intoxicated or under the influence of any illegal drugs, as defined or determined under the laws of the state in which the damage or loss occurred; or
3. Damage or loss which directly results from an authorized driver's operation of a vehicle to tow or push cargo or any other object; or
4. Damage or loss arising out of the operation of a vehicle for any commercial purpose; or
5. Damage or loss arising out of the use of a vehicle in the commission of a criminal act, provided the use of the vehicle is substantially related to the criminal activity. In order for this exclusion to be applicable, the criminal activity must be classified as a felony under the laws of the state in which the criminal activity occurred; or
6. Damage or loss arising out of the operation of a vehicle in any speed test, speed contest, or driver training activity; or
7. Damage or loss arising out of the operation of a vehicle outside the United States or Canada; or
8. Damage or loss which occurs to a vehicle if the Renter provided fraudulent or false information and the rental company would not have rented the vehicle if it had received true information; or
9. Damage or loss arising out of the operation of a vehicle by an unauthorized driver; or
10. Damage or loss that occurs as the result of continued operation of a vehicle when such operation would cause damage to the vehicle (i.e., operating a vehicle after warning lights are illuminated, a flat tire occurs, or steam rises from the engine).

Should any of these exclusions be found to be void or unenforceable by the Minnesota Department of Commerce Commissioner after the effective date of a contract, the remaining exclusions as listed shall continue to apply.

PRICE SCHEDULE. Prices listed take into consideration all inherent costs of providing the requested goods and/or services. The State will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the Contract. Any use tax or airport fee that is required by the State where the rental is initiated will be paid by the Renter and will be itemized on the invoice.

If lower prices or benefits are offered by the Contract Vendor through promotions, or on subsequent contract(s) or price agreement(s) to anyone, the same pricing structure or benefit must be extended to any existing comparable State Contract that the Contract Vendor may have in effect at the time. Failure to comply may result in cancellation of the State Contract.

It shall be mutually agreed that the Contract Vendor has included costs to remedy all deficient items in their offer and they will be responsible for satisfactory functioning of the equipment without extra compensation.

TAXES. Vehicles rented are subject to Minnesota State Sales Tax when the agreement is entered into in Minnesota. For rentals originating in Minnesota, Renters will be directed to complete all transactions with the Contract Vendor's Minnesota locations. The Contract Vendor will be required to collect the minimum 6.875% Minnesota Sales Tax which may vary by location, the 9.2% rental tax and the 3% fee, *or current published tax rates from the Department of Revenue*, from the Renter. These charges should be listed as separate line items on the invoice and should not be calculated into the basic daily rental cost. Taxes will be based on Minnesota Revenue Sales Tax Fact Sheet 125 or Tax Fact Sheet 136, or as amended.

Contract Release: V-52(5)

The Contract Vendor will charge sales tax to the Renter on the invoice for the purchase order issued for the goods or services offered in the Contract. The State's Direct Pay permit will not apply for orders against this Contract.

If rentals originate outside of the State of Minnesota, the rental state's tax rules will apply.

The above tax fees apply to **short term rentals**. For **long term rentals**, only Minnesota State Sales Tax is applicable. If additional rental tax or fees are inadvertently charged on long term rentals, contact the Contract Vendor's Rental Office directly.

LATE RETURN CHARGE. If the vehicle is returned after the agreed rental period, the Contract Vendor may charge a late fee not to exceed the daily pro-rated rate based on the monthly rental rate. If the vehicle is more than five days late, the Contract Vendor must contact the AMS listed. The Responder should clearly state the plan for late returns and any additional fees if different from those stated above.

DROP CHARGE. In the event a Renter elects to return a vehicle to an office of the Contract Vendor's other than the location at which the vehicle was obtained or delivered to, it shall pay the Contract Vendor a "drop charge" as set forth on the Price Schedule. If no price is included on the Price Schedule, the service shall be considered part of the "basic rental fee" and no additional charges may be assessed to the Renter.

QUICKSTART PROGRAM. The State desires the Responder to offer a "quickstart" or "jump start" rental program to facilitate rentals that are made available after 4:00 PM and the charges are suspended until the time of departure that evening or the following morning, or a Saturday morning without rental charges starting until Monday morning, no later than the time at which the rental location opens. The fee will show on the invoice as an "other" fee. "Quickstart" rentals may only be used for State business.

INSURANCE COVERAGE. All rentals include the following coverage:

Both Short Term Rental rates and Long Term Rental rates will include the following insurance coverage:

Supplemental Liability Protection (SLP) of \$2,000,000 on short and long term rentals.

Full comprehensive and collision coverage.

The Contract Vendor may not require or request the Renter to pay any supplemental liability protection insurance or require them to agree to any additional collision and loss damage waivers. State employees will be instructed to decline this coverage if offered as vehicles are rented. Non-state agency users may make its decisions to purchase the additional coverage or not.

ROADSIDE ASSISTANCE PROGRAM (RAP). All rentals include a Roadside Assistance Program. Services provided with the Roadside Assistance Program are detailed on the Price Schedule. Roadside Assistance services are available in the United States and Canada.

<u>PRODUCT OR SERVICE</u>	<u>SWIFT COMMODITY CODE</u>
Rental, Car	78111808
Rental, Truck	78111808
Rental, Van	78111808
Late Fee or Drop Charge	78111808
Fuel – Charged by Contract Vendor	78111808
Airport Fees (if applicable)	78111808
Other – Quickstart Program	78111808

CLICK HERE FOR PRICE SCHEDULE - [http://www.mmd.admin.state.mn.us/pdf/V-52\(5\)EnterprisePriceSchedule.pdf](http://www.mmd.admin.state.mn.us/pdf/V-52(5)EnterprisePriceSchedule.pdf)

CLICK HERE FOR ENTERPRISE LOCATIONS - [http://www.mmd.admin.state.mn.us/pdf/V-52\(5\)EnterpriseLocations.pdf](http://www.mmd.admin.state.mn.us/pdf/V-52(5)EnterpriseLocations.pdf)

REVISIONS:

- 11/01/18 Contract extended through January 31, 2019, at the same prices, terms, and conditions.
- 06/08/18 AMS changed from Mike Maruska to Dustin Burns
- 10/27/17 Contract extended through October, 31, 2018 with adjusted prices. All other terms and conditions remain unchanged.
- 03/10/17 AMS changed to Mike Maruska
- 10/12/16 Contract extended through October 31, 2017, at the same prices, terms, and conditions, except that the following language is removed from the price schedule:

DISCOUNTS FOR RENTALS LONGER THAN ONE MONTH

Second subsequent monthly rental period:	\$25.00	off original monthly rate
Third subsequent monthly rental period:	\$50.00	off original monthly rate
Fourth through eleventh subsequent monthly rental period:	\$75.00	off original monthly rate

- 06/24/16 AMS changed to Jeshua Livstrom.
- 03/18/16 AMS change to Renee Allram. No other changes to the contract have been made.
- 11/01/15 The contract is extended through October 31, 2016, with adjusted prices. All other terms and conditions remain unchanged.
- 03/20/15 AMS change to Chris Marquette. No other changes to the contract have been made.
- 12/02/14 AMS change to Renee Allram. No other changes to the contract have been made.
- 11/21/14 Vehicle models are updated on the Price Schedules. No changes to the prices, terms and conditions.
- 09/09/14 The Contract is extended through October 31, 2015, at the same prices, terms and conditions except the language regarding "large number of vehicles" in the Overview is modified.
- 03/26/14 Contract Release is updated to add language regarding National Rental Emerald Club definition on Page 4.
- 01/21/14 Contract Release is updated to modify van usage language.
- 11/15/13 Contract amended to add Enterprise CarShare Program for DHS. Other "qualified" Contract users may contact the AMS listed for additional information on the Program.