



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: NATIONWIDE VEHICLE RENTALS

CONTRACT No.: RS902820

EFFECTIVE DATES: 03/13/20 to 09/15/21

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. The State of Oregon, Department of Administrative Services, Procurement Services is the lead entity for the NASPO ValuePoint Cooperative Purchasing Organization and their Master Price Agreement number is 9408. This contract is administered by the State of Oregon, on behalf of NASPO ValuePoint. The state of Ohio has accepted prices as a result of Bid Number DASPS-2262-18, which opened on 01/07/19. The State of Oregon completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio, [Standard Terms and Conditions](#) become a part of this Optional Use Contract.

The Optional Use Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Optional Use Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Optional Use Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Optional Use Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://procure.ohio.gov>

Signed: _____
Matthew M. Damschroder, Director Date

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
NATIONWIDE VEHICLE RENTALS

AS ISSUED BY THE STATE OF OREGON CAN BE FOUND BY CLICKING THE LINK BELOW

[Enterprise Rent-A-Car and National Car Rental PA](#)

MASTER AGREEMENT 9408

[Master Agreement 9408](#)

MASTER PRICE AGREEMENT

[Price Agreement 9408 Enterprise](#)

STATE OF OHIO CUSTOMER ACCOUNT NUMBERS

State Agencies	xz38x01
State Cooperative Purchasing Program (COOP) Members	xz38Z01

SPECIAL TERMS AND CONDITIONS

CONTRACT RENEWAL: The State of Ohio will follow the expiration dates and renewals as set forth in the NASPO ValuePoint Master Agreement Number 9408.

PARTICIPATING ADDENDUM: Contractor shall enter into a Participating Addendum which shall set forth the specific State of Ohio terms and conditions to which Contractor shall agree to abide.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR QUARTERLY SALES REPORTS: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the Administrative Fee Components, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the Administrative Fee Components is the amount paid by the Contract user for the such services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly Administrative Fee Components to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted sixty (60) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to one of the following addresses,

For same day or overnight deliveries:
Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:
Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

SPECIAL TERMS AND CONDITIONS (Continued)

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of Administrative Fee Components (as defined below) under this contract. The Contractor must remit the revenue share in U.S. dollars within sixty (60) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total amount of Administrative Fee Components for the quarterly period. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract. The term "Administrative Fee Components" is defined as base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Traveler, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report.

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:
Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within sixty (60) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

I. SCOPE: To provide Nationwide Vehicle Rental Services in accordance with the Oregon Master Agreement 9950, issued on behalf of the NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA, Western States Contracting Alliance).

II. MUTUALLY AGREED UPON EXCEPTIONS:

- A. Drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of Ohio shall be \$75.00
- B. The following paragraphs amend the State of Ohio Standard Terms and Conditions and do hereby become part hereof. In the event that one of these paragraphs conflict with the Terms and Conditions, the Amendment will prevail.

Mutually Agreed Upon Exceptions

Section V. D. Automobile and General Liability Insurance is rewritten as follows:

During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage for liabilities arising out of the conduct of its employees with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. The State reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

Said certificates shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the State. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best, unless otherwise approved in writing by the State.

Section VI. D. Contract Remedies is rewritten as follows:

- 1. Actual Damages. The Contractor is liable to the State for all actual and direct damages caused by the Contractor's default.
- 2. Deduction of Damages from Contract Price. The State may withhold payment and deduct all or any part of the damages resulting from the Contractor's default from any part of the Contractor's compensation still due on the Contract.

Section VIII. A. Confidentiality is rewritten as follows:

The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any confidential information obtained by the Contractor as a result of this Contract, without the written permission of the State. The Contractor must assume that all State information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Contractor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.

The Contractor's obligation to maintain the confidentiality of the information will not apply where the information:

- 1. Was already in the Contractor's possession before disclosure by the State, and the information was received by the Contractor without the obligation of confidence;
- 2. Is independently developed by the Contractor;
- 3. Is or becomes publicly available without breach of this Contract except as provided in the next full paragraph;
- 4. Is rightfully received by the Contractor from a third party without an obligation of confidence;
- 5. Is disclosed by the Contractor with the written consent of the State; or
- 6. Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor:
 - a. Notifies the State of such order immediately upon receipt of the order; and
 - b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production.

The Contractor must return all originals of any information provided by the State and destroy any copies the Contractor has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

III. PRIMARY CONTACTS.

- A. The primary contact for the Participating State:
Contact: Nicole Marisa
State/Political Entity: State of Ohio, Department of Administrative Services
Address: 4200 Surface Rd.
City, State, Zip: Columbus, OH 43228
Phone: 614-644-1790
Fax: 614-485-1056
Email: Nicole.Marisa@das.ohio.gov
- B. Contractor's primary contact for Participating State:
Contact: Jim Wissel
Entity: The Subsidiaries of Enterprise Holdings, Inc.
Address: 4600 McAuley Place
City, State, Zip: Cincinnati, OH 45242
Phone: 513-538-6238
Email: James.M.Wissel@ehi.com
- C. The primary contact for Lead State:
Contact: Kaliska King, CPPB, OPBC, State Procurement Analyst
State/Political Entity: Oregon Department of Administrative Services, EGS-Procurement Services
Address: 1225 Ferry St SE
City, State, Zip: Salem, OR 97301-4285
Phone: 503-378-5332
Email: Kaliska.King@oregon.gov
- D. The primary contact for the Contractor:
Contact: Craig Lacko
Entity: The Subsidiaries Enterprise Holdings, Inc.
Address: 4041 Airport Center Drive
City, State, Zip: Palm Springs, CA 92264
Phone: 415-290-1369
Fax: 918-401-8812
Email: Craig.Lacko2@ehi.com

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

254724
EAN Holdings, LLC
PO Box 402383
Atlanta, GA 30384

CONTRACT NO.: RS902820

TERMS: Net 30

CONTRACTOR'S CONTRACT: Jim Wissel

Telephone: 513-538-6238 (Office)
Telephone: 513-403-9745 (Cell)
Email: James.M.Wissel@ehi.com