

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 RENTAL SERVICES

CONTRACT No.: RS901517

EFFECTIVE DATES: 06/01/17 to 10/19/18
Renewal through 10/18/19

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, State Procurement Office is the lead entity for the NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA, Western States Contracting Alliance) and their Master Price Agreement number is 9950. 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 102-1524-09, which opened on June 3, 2009. 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, [GPC Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions \(Rev. 10/2013\)](#) 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>

* Indicates renewal effective 10/20/18 through 10/18/19.

Signed: _____
Robert Blair, Director Date

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
NATIONWIDE VEHICLE RENTAL SERVICES

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

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

CUSTOMER NUMBERS:

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

MASTER AGREEMENT 9950 AND RFP

[Master Agreement Number 9950](#)

(Note: Reservation instructions, see section 1.10)

[Original RFP](#)

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PRICE SCHEDULE

National Car Rental Rates

Car Class	Hourly	Day	Week	One Month
Economy/Compact	\$10.26	\$31.53	\$157.67	\$630.70
Midsized/Standard	\$10.87	\$33.45	\$167.25	\$668.98
Full-Size	\$11.73	\$36.06	\$180.29	\$721.17
Premium/Luxury	\$19.42	\$59.74	\$298.72	\$1,194.90
Mid-Size Hybrid	\$15.52	\$47.73	\$238.63	\$954.51
Mini-Van	\$17.60	\$54.12	\$270.61	\$1,082.46
Sm/Med SUV	\$17.94	\$55.18	\$275.90	\$1,103.62
Large SUV	\$27.73	\$85.26	\$426.32	\$1,705.29
Small Truck	\$16.02	\$49.26	\$246.28	\$985.13
Large Truck	\$17.38	\$53.45	\$267.24	\$1,068.96
Cargo Van	\$14.11	\$43.39	\$216.97	\$867.86
Convertible/Jeep	\$22.83	\$70.22	\$351.11	\$1,404.46

Geographic Surcharges: U.S., Puerto Rico, District of Columbia, Canada

\$6.00	California: Los Angeles Metro, San Diego Metro, San Francisco Metro, Oakland Metro, Sacramento Metro, Riverside Metro, San Bernardino Metro Texas: Midland Metro, Lubbock Metro, Austin Metro, College Station Metro, Houston Metro, Dallas/Ft. Worth Metro, San Antonio Metro, Brownsville/Corpus Christi Metro
\$7.00	Vermont: Burlington Metro New York: Albany Metro
\$10.00	Alaska: Fairbanks, Anchorage, Juneau
\$15.00	New York: Long Island Metro, Westchester Metro, Newark Metro
\$23.00	New York: New York City Metro

Geographic surcharges may apply at some Canadian locations.

Driver Protection Products: U.S., Puerto Rico, District of Columbia:

- LDW: Full coverage with \$0.00 deductible included in rate list
- Liability: \$1,000,000 CSL included in rate list
- International: BPRI, Damage Waiver included based on country requirements

Young Renter: Minimum rental age at most locations is 18 for commercial travelers renting vehicles for official business purposes. No additional fee.

* Indicates addition of price schedule.

PRICE SCHEDULE (CONT'D)

Enterprise Rent A Car Rates

Car Class	Hourly	Day	Week	One Month
Economy/Compact	\$10.26	\$31.53	\$157.67	\$630.70
Midsized/Standard	\$10.87	\$33.45	\$167.25	\$668.98
Full-Size	\$11.73	\$36.06	\$180.29	\$721.17
Premium/Luxury	\$19.42	\$59.74	\$298.72	\$1,194.90
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Mini-Van	\$17.60	\$54.12	\$270.61	\$1,082.46
Sm/Med SUV	\$17.94	\$55.18	\$275.90	\$1,103.62
Large SUV	\$27.73	\$85.26	\$426.32	\$1,705.29
Small Truck	\$16.02	\$49.26	\$246.28	\$985.13
Large Truck	\$17.38	\$53.45	\$267.24	\$1,068.96
12 Passenger Van	\$33.06	\$101.67	\$508.33	\$2,033.34
Cargo Van	\$14.11	\$43.39	\$216.97	\$867.86
Convertible/Jeep	\$22.83	\$70.22	\$351.11	\$1,404.46

Geographic Surcharges: U.S., Puerto Rico, District of Columbia, Canada

\$6.00	California: Los Angeles Metro, San Diego Metro, San Francisco Metro, Oakland Metro, Sacramento Metro, Riverside Metro, San Bernardino Metro Texas: Midland Metro, Lubbock Metro, Austin Metro, College Station Metro, Houston Metro, Dallas/Ft. Worth Metro, San Antonio Metro, Brownsville/Corpus Christi Metro
\$7.00	Vermont: Burlington Metro New York: Albany Metro
\$10.00	Alaska: Fairbanks, Anchorage, Juneau
\$15.00	New York: Long Island Metro, Westchester Metro, Newark Metro
\$23.00	New York: New York City Metro

Geographic surcharges may apply at some Canadian locations.

Driver Protection Products: U.S., Puerto Rico, District of Columbia:

- LDW: Full coverage with \$0.00 deductible included in rate list
- Liability: \$1,000,000 CSL included in rate list
- International: 5%, does not include Damage Waiver

Young Renter: Minimum rental age at most locations is 18 for commercial travelers renting vehicles for official business purposes. No additional fee.

* Indicates addition of price schedule.

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 9950.

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 REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the time and mileage revenue sales, 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 sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor. Time and mileage revenue shall be exclusive of taxes, refueling, youthful driver and additional driver fees, discounts, surcharges, government charges, facility charges, concession recovery and other fees, and optional products and other charges

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of time and mileage revenue sales 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 (CONT'D)

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted 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 quarterly time and mileage sales reported. 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 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.

* SPECIAL PROVISION:

The rental company insurance shall be primary over any available self-insurance or commercial insurance carried by the subscribing entity.

* Indicates update to special provision regarding insurance.

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 EXCEPTIONS:

Section I. A. Appropriation of Funds is rewritten as follows:

The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments or obligations due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and the State will have no further obligation to make any payments and will be released from its obligations on the date funding expires. The State of Ohio and/or the applicable agency and its or their employees will cease renting vehicles hereunder.

Section I. C. 1. j. Termination, Effectiveness, Contractor Responsibilities is rewritten as follows:

The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail the reservations made as of the date of termination.

Section I. C. 2. Contract Suspension is rewritten as follows:

If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damages due to the State resulting from any other breach or fault by Contractor.

The notice of suspension, whether with or without cause will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

Section IV. B. General Representations and Warranties is rewritten as follows:

The Contractor warrants that the performance of the Contractor under this Contract will:

1. Be in accordance with the sound industry standards and the requirements of this Contract and without any material defect.
2. No services, products or supplies will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with Contractor's standard business practices.

Section IV. B. 4. is removed.

5. The Contractor has the right to enter into this Contract.

6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.

7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.

Section IV. B. 8. is removed.

Section IV. B. 9. is removed.

If any services of the Contractor or any products or supplies fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

Section IV. C. Indemnity

The Contractor will indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

Balance of paragraph removed.

Section V. D. Audits is removed.

Section V. E. Confidentiality is rewritten as follows:

* Indicates repagination.

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 it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

The Contractor's obligation to maintain the confidentiality of the confidential information will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it 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; (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 promptly following 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 will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor will be liable for the unauthorized disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's 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 seek temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

Section V. S. Taxes is rewritten as follows:

The State does not agree to pay any taxes with respect to which it is exempt.

Section S-1. Contract Orders is rewritten as follows:

Participating state agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by participating state agencies by telephone, facsimile, electronically, in person, debit order or by State of Ohio payment card or purchase order from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is beyond the date of Contract expiration, termination or cancellation.

Section S-5 F.O.B. The Place of Destination is removed.

Section S-6 Time of Delivery is removed.

Section S-7 Minimum Orders-Transportation Charges is removed.

Section S-9 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, which may be self-insured, in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage for the acts and omissions of its employees with a \$2,000,000 annual aggregate and a \$1,000,000 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. DAS-Procurement Services 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.

Copies of the respective insurance certificates shall be filed with DAS- Procurement Services within seven (7) calendar days after request therefor. Failure to submit the insurance certificates within this time period may result in the Contractor being deemed not responsive. Said certificates are subject to the approval of DAS and 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 DAS. 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 by DAS.

Section S-10 Quality Assurance is removed.

Section S-12 Usage Reports is removed.

Section S-13 Return Goods Policy is removed.

Section S-14 Product Recall is removed.

Section S-18 Independent Contractor Acknowledgement is rewritten as follows:

It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the state of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any applicable federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section

145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this contract complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>).

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable provided under this contract shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

III. PRIMARY CONTACTS

a. The primary contact for the Participating State:

Contact: Erica Mavis
State/Political Entity: State of Ohio, Department of Administrative Services
Address: 4200 Surface Rd.
City, State, Zip: Columbus, OH 43228
Phone: 614-466-8928
Fax: 614-485-1056
Email: erica.mavis@das.ohio.gov

b. Contractor's primary contact for Participating State:

Contact: Laura Benjamin
Entity: EAN Holdings, LLC
Address: 3700 Park 42 Drive, STE 100
City, State, Zip: Cincinnati, OH 45241
Phone: 615-595-2754
Fax: 615-791-0984
Email: laura.benjamin2@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: Clint Fulcher, Business Sales Rental Director
Entity: The Subsidiaries Enterprise Holdings, Inc.
Address: 20400 S.W. Teton Avenue
City, State, Zip: Tualatin, OR 97602
Phone: 503-913-3188
Fax: 866-346-0667
Email: Clinton.d.fulcher@ehi.ca

* Indicates update to supplier.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

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254724
EAN Holdings, LLC
3700 Park 42 Drive, STE 100
Cincinnati, OH 45241

CONTRACTOR'S CONTACT: Laura Benjamin

Preferred Method of receiving Purchase Orders:

CONTRACT NO.: RS901517-1

TERMS: NET 30

Telephone: 615-595-2754
Fax: 615-791-0984
E-mail: laura.benjamin2@ehi.com

E-mail: laura.benjamin2@ehi.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
3	09/18/18	This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 10/20/18 through 10/18/19. All other prices, terms and conditions remain unchanged. This amendment is also issued to update the supplier from Enterprise Holdings, Inc. to EAN Holdings, LLC., effective 09/18/18.
2	07/03/18	This amendment is issued to add the price schedule and repaginate.
1	06/14/17	This amendment is issued to add customer numbers, effective 06/14/17. In addition, this amendment adds the Summary of Amendments page.