

Admin Minnesota

Materials Management Division

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Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: V-33(5)

THIS CONTRACT MUST BE USED BY STATE AGENCIES FOR VEHICLE RENTALS THAT ARE "INITIATED" IN THE STATE OF MINNESOTA OR OTHER 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.

WHEN USING THE CONTRACT, MnSCU AND CPV MEMBERS MUST COMPLY WITH THE CONTRACT TERMS AND CONDITIONS AND MAY NOT DEVIATE FROM THE SPECIFICATIONS, TERMS AND CONDITIONS AS OUTLINED.

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.**

DATE: APRIL 4, 2012

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

**FOR "NATIONAL SERVICE" – RENTALS "INITIATED"
OUTSIDE OF MINNESOTA
SEE CONTRACT RELEASE V-38(5)**

CONTRACT PERIOD: NOVEMBER 16, 2008, THROUGH SEPTEMBER 30, 2013

EXTENSION OPTIONS: NONE

ACQUISITION MANAGEMENT SPECIALIST: JACKIE FINGER

PHONE: 651.201.2436 **E-MAIL:** Jackie.finger@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 RENT-A-CAR NATIONAL CAR RENTAL 2775 Blue Water Road Eagan, MN 55121	440294 00000000000000000000023259 (SWIFT)	NET 30	AS REQUIRED

VENDOR NO.: 200065083-01 CONTACT: Katie Wegner PHONE: 651.905.5060
0000218973 (SWIFT) kathryn.m.wegner@erac.com 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, "Enterprise" refers to Enterprise Rent-A-Car and National Car Rental.

"FIRST CALL" should be to Enterprise.

Contact National ONLY for the areas locations listed in the Contract Release.

STATE AGENCIES – FOR RENTALS EXCEEDING 24 MONTHS: If the term of the vehicle rental is expected to be longer than two years, contact Susan Koosmann at 651.201.2510 or susan.koosmann@state.mn.us to determine if a fleet vehicle is available. For all other rentals under two years, State agencies are not required to complete the Service Contract Certification Form for this service. Admin/MMD has a completed form on file.

CONTRACT USERS. This Contract is available to State agencies and to members of the State's Cooperative Purchasing Venture (CPV) program at the same prices, terms, and conditions.

STATE AGENCY CONTRACT USE. This Contract **must** be used by State agencies unless a specific exception is granted by the Acquisition Management Specialist listed above.

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 "preferred 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. To ensure Contract rates and rules, use the Enterprise Customer Number specific to your department. If you are not sure what that Customer Number is, or if you need a Customer Number set up, 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 that are initiated in the State of Minnesota. Only the Contract Vendor's Minnesota locations, or those border offices that are listed in the Contract Release, may accept reservations, pickup and deliver rented vehicles.

PRICES. Prices are firm through the first year. After that period, prices may increase 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 as coverage is included in the Contract Price.

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.

OVERVIEW. When needed to conduct official business, passenger vehicles shall be available to all Authorized Renters/Drivers that have a valid driver's license. 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. Any authorized Renter/Driver that may operate the rental vehicle outside the State of Minnesota must be 21 years of age.

All qualified users of the Contract shall comply with the use restrictions of the Contract Vendor and shall use the vehicles in performance of **State business only**, which may include transporting the vehicle directly to and from the employee's residence. State 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 agency 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 Contract is not intended to include large numbers of vehicles for a single national event that is scheduled to be held in Minnesota such as a national convention or national sporting event where great numbers of vehicles are needed for security or other State or local agency coverage. 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, may use the State Master Contract. If vehicles are not available in this scenario, the requesting agency must solicit for its requirements separate and aside from the State Master Contract.

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

Authorized Renter/Driver	Refers to an employee of a State agency, MnSCU or a member of the State's Cooperative Purchasing Venture (CPV) program, who possess a valid driver's license issued by the state in which the person resides, and who is 18 years or older. Any authorized Renter/Driver that may operate the rental vehicle outside the State of Minnesota must be 21 years of age.
Vehicle	Refers to any car, station wagon, van, truck, etc., that is rented from the Contract Vendor.
Business	Refers to any Renter/Driver required to travel to do government work on behalf of their agency.
Short Term Rental	Refers to any transaction/rental period that will last for one month (30 days) or less.
Long Term Rental	Refers to any transaction/rental period that will last for more than 31 days and less than eleven (11) months.
Rental	Refers to either short term or long term transactions.

- Local Service** Refers to the rental initiating in Minnesota or border city (if listed in the Contract Release) with travel in the contiguous United States and Canada. Travel in Mexico is not included in the service. Vehicle rental programs will be for both short term and long term rental.
- National Service** **See Contract Release V-38** – Refers to the rental initiating in the contiguous United States (except for rentals initiated in Minnesota or a border city if listed in the Contract Release) 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.

CONTRACT VENDOR'S RESPONSIBILITIES

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 7:00 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.

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 shall pick up or drop off the vehicle at the user's office or home within a 50 mile radius of the rental office. This delivery and pickup shall not require the Renter to return to the rental office for any reason. That is, the delivery will allow the Renter to complete any necessary paperwork at the point of delivery (his/her office or home) and depart from that location and return possession of the vehicle to the Contract Vendor at that location (the Renter's office or home).

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.

RENTER/DRIVER'S RESPONSIBILITIES

DRIVER QUALIFICATIONS. The Authorized Renter/Driver must be an employee of a State agency, MnSCU or a member of the State's Cooperative Purchasing Venture (CPV) program, who possess a valid driver's license issued by the state in which the person resides, and who is 18 years or older. Any authorized Renter/Driver that may operate the rental vehicle outside the State of Minnesota must be 21 years of age.

ADDITIONAL DRIVERS. All rentals for vehicles will originate with Enterprise offices located in the state of Minnesota unless otherwise listed and 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 drivers license for inspection. The rental charge shall be a direct obligation of the State and Enterprise 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 State agency as defined by the State's RFP (herein "Renter" or "Driver"). The terms and conditions of the Enterprise Standard Rental Agreement do not apply to the authorized employee(s) who qualifies as a Renter/Driver.

RENTALS. All rentals are to be made in the name of the State of Minnesota to ensure insurance coverage. Since travelers on official business are representing the State of Minnesota and the applicable State, 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.

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.

FINES AND PENALTIES. The Renter shall be responsible for and shall pay all fines, penalties and forfeitures imposed for parking or traffic violations which are incurred while any vehicle is rented and in their possession.

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.

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.

SMOKING. All vehicles rented must be "smoke free." The renter will assure that all occupants comply with this requirement.

CELL PHONE USAGE. The Renter is prohibited from using a cell phone, Personal Digital Assistant (PDA), GPS devices, or similar electronic equipment while operating a rental vehicle.

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.

CONTRACT VIOLATIONS. 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 State's operator of the Enterprise 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 this Contract, the remaining exclusions shall continue to apply.

LIABILITY TO THIRD PARTIES. Enterprise agrees to provide Supplemental Liability Protection (SLP) on short and long term rentals if directed by the State's Risk Management Division. 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 ENTERPRISE VEHICLE. Enterprise agrees to provide Damage Waiver to the State on short term and long term rentals if directed by the State's Risk Management Division. If insurance is provided by Enterprise during the term of the rental, Enterprise agrees to waive the State's responsibility for damage to, or loss of, the vehicle. Any and all indemnity provisions shall survive the termination of this Contract.

OPERATORS UNAUTHORIZED USAGE OF VEHICLES. The State and Enterprise agree that (i) all of the authorized Renter/Drivers operating vehicles pursuant to this Contract will be 18 years old or older for instate operation and 21 years old or older for operation outside the State of Minnesota; (ii) all of the authorized Renter/Driver's authorized by Enterprise will not permit the rental vehicle to be used or operated by any person other than an additional driver authorized by the authorized Renter/Driver or Enterprise while in the course and scope of employment with the State agency, MnSCU or CPV Member (iii) all of the employees of the State, MnSCU or CPV Member operating vehicles pursuant to this Contract must have a valid driver's license in their possession. Enterprise shall inspect the driver's license of each authorized Renter/Driver to verify that each authorized Renter/Driver who will operate an Enterprise vehicle has a valid and current driver's license with unrestricted driving privileges.

For any van with a seating capacity of 10 or more rented pursuant to this Contract, the State agrees to abide by the following restrictions: The van will not be operated or used outside of the United States. The van does not meet Federal Bus Safety Standards and they will not transport children in the twelfth (12th) grade or younger for school related functions. Passenger vans that seat 15 or more passengers are not part of the Contract. Furthermore, Enterprise shall provide a large van addendum (which must be signed at the time of each rental of a large van) which contains the following consumer advisory to all drivers of a van with seating capacity of 10 or more:

U. S. DEPARTMENT OF TRANSPORTATION LARGE VAN ADVISORY.

The risk of a rollover crash in a 15-passenger van increase as the van is more fully loaded. The risk rose as passengers are added, and once the van has 10 or more passengers, the rollover risk is greatly increased. Placing a load on the roof also contributes to this increased risk of rollover. These two conditions change the van's center of gravity. As a result, the van has less resistance to rollover and handles differently from other passenger vehicles making it more difficult to control in an emergency situation. Most vehicle rollovers are single vehicle crashes in which the vehicle runs off the road and overturns when it strikes a ditch, embankment, soft soil, or other objects.

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

CONDITION OF VEHICLE. At the time of the rental, vehicles are to be no more than 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.

Contract Release: V-33(5)

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 Contract consistent with applicable safety and health codes.

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, the Contract Vendor's standard refueling rates as offered on the Price Schedule shall apply.

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

For rentals initiated in Minnesota (or surrounding border cities), the Contract Vendor will accept an agency purchase order or an agency credit/purchasing card.

INVOICE REQUIREMENTS. Invoices will be issued directly to the Renter. Payment terms are Net 30 days. If requested by the Renter, purchase orders or purchasing cards will be accepted by the Contract Vendor.

RENTAL RATES - SHORT TERM RENTAL. During the initial term, short term rental rates for the vehicles are as stated in the Contract Release. These rates include Supplemental Liability Protection (SLP) of \$2,000,000 on short term rentals as well as full comprehensive and collision coverage. A \$60.00 drop fee will apply from Bemidji or Moorhead to any Minnesota Location, or to Bemidji or Moorhead from any Minnesota location. The cost for fuel, if the vehicle is returned less than full, will be not more than 33% above the weekly gasoline price for the Midwest as posted on the Department of Energy Fuel Index located at <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. These rates are guaranteed for the initial term of the Contract. Enterprise shall provide a thirty (30) day prior written notice to the State of any increase in rental rates after the initial term of the Contract expires.

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 day. If the vehicle is returned after that period, the Contract Vendor may charge a late fee not to exceed the daily rental rate.

The terms and conditions of the Contract, which contains the State's RFP, are in effect until the authorized Renter/Driver returns the rented vehicle.

RENTAL RATES - LONG TERM RENTAL. During the initial term, long term rental rates for the vehicles are as stated in the Contract Release. These rates include Supplemental Liability Protection (SLP) of \$2,000,000 on long term rentals as well as full comprehensive and collision coverage. A \$60.00 drop fee will apply from Bemidji or Moorhead to any Minnesota Location, or to Bemidji or Moorhead from any Minnesota location. The cost for fuel, if the vehicle is returned less than full, will be not more than 33% above the weekly gasoline price for the Midwest as posted on the Department of Energy Fuel Index located at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

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 authorized Renter/Driver returns the rented vehicle.

The maximum number of Subsequent Rental Periods under this Contract shall not exceed ten (10) months (the initial rental month plus ten (10) subsequent rental periods). Upon completion of 11 months, the renter must return to Enterprise to sign a new rental ticket (for vehicle tracking purposes) and received another vehicle of like kind. This process must be repeated every 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.**

VEHICLE MAINTENANCE – LONG TERM RENTAL. On long term rentals, vehicle inspection and maintenance are required upon any of the following circumstances: (i) After initially driving the rental vehicle 3,000 miles (4500 kilometers in Canada) and every 3,000 miles (4500 Kilometers in Canada) thereafter; (ii) If the Renter encounters difficulties with the operation or performance with the rental vehicle (and the rental vehicle is safely drivable); (iii) Upon notification from Enterprise that the rental vehicle is the subject of a recall or is otherwise due for service. The Renter will contact Enterprise to coordinate a specific time and place to delivery the vehicle for the required maintenance, or to receive instructions from Enterprise to service the vehicle at an authorized Enterprise service vendor.

TAXES. Vehicles on short term rentals, such as hourly, daily or weekly, are subject to Minnesota State Sales Tax if the rental is entered into in Minnesota. The Contract Vendor will be required to collect State sales tax, the 6.2% rental tax and the 5% fee, or current published tax rates, 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.

Vehicles on long term rentals for more than 28 days are exempt from the 6.2% tax and the 5% fee, or current published tax rates.

<u>PRODUCT OR SERVICE</u>	<u>COMMODITY CODE</u>	<u>SWIFT COMMODITY CODE</u>
Rental, Car	007-24-000000	78111808
Rental, Truck	007-09-000000	78111808
Rental, Van	007-22-000000	78111808
Late Fee or Drop Charge	060-08-000000	78111808
Fuel – Charged by Contract Vendor	910-01-000000	78111808
Airport Fees (if applicable)	023-22-000000	78111808
Other – Quickstart Program	060-08-000000	78111808

REVISIONS:

- 04/04/12 Contract is amended to add the Enterprise WeCAR® Program as a pilot project for DHS only.
- 09/12/11 Contract is extended through September 30, 2013, at the same prices, terms and conditions.
- 07/01/11 Contract Release updated to add SWIFT information.
- 05/06/11 Contract Release updated to clarify billing methods that may be used.
- 03/07/11 Contract Release language re Cell Phone usage is updated.
- 01/27/11 Contract Release is updated with corrected list of Enterprise rental offices.
- 08/31/10 Contract Release is updated to list models available in vehicle categories.

- 08/13/10 Contract 440294 is amended to add the Enterprise “Quick Start” Program to accommodate a need to pick up a vehicle prior to the start of business travel. All terms and conditions of the Contract remain unchanged and the renter may only use the Enterprise vehicle for State business, not personal use.

Contract Release: V-33(5)

- 05/18/10 Contract is amended to update the Operator's Unauthorized Usage of Vehicles language as stated in the Contract Release.
- 01/19/10 Enterprise Contract is amended to extend the Contract through 9-30-2011 with the same terms and conditions and at reduced rates.
- 08/03/09 Contract Release is updated to include new State requirement: Minn. Stat. §169.475 states – "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."

IMPORTANT:

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

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

VEHICLE RENTAL PRICE SCHEDULE - SHORT TERM RENTALS - AMENDMENT 1

***** 15 PASSENGER VANS MAY NOT BE RENTED AGAINST THIS CONTRACT *****

TYPE OF VEHICLE	UNLIMITED MILEAGE	
	DAILY RATE	WEEKLY RATE
COMPACT CARS		
Nissan Versa, Rio, Yaris or similar	\$34.00	\$170.00
COMPACT HYBRIDS		
Prius	\$51.00	\$260.00
MID-SIZE CARS		
Chevy HHR, Sebring, Avenger, Ford Fusion, Hyundai Sonata	\$36.00	\$185.00
LARGE CARS		
Camry, Charger, Impala, Malibu or similar	\$38.00	\$195.00
FULL SIZE HYBRIDS		
Camry	\$63.50	\$317.50
MINI VANS		
Town and Country, Caravan, Sedona, or similar	\$55.00	\$275.00
SMALL PICKUP TRUCKS		
Dakota, Colorado, Canyon or similar	\$49.50	\$247.50
STANDARD PICKUP TRUCKS		
Silverado, F150, Ram or similar	\$53.50	\$267.50
CARGO VANS		
Chevrolet Express or similar	\$45.00	\$225.00
SUV - SMALL SIZE		
(RAV 4, Escape or similar)	\$55.00	\$275.00
SUV - STANDARD SIZE		
Explorer, Grand Cherokee or similar	\$63.50	\$317.50
SUV - LARGE SIZE		
Tahoe, Durango, Aspen or similar	\$73.50	\$367.50
*** VANS - 10-12 PASSENGER		
Chevrolet Express or similar	\$100.00	\$550.00

RENTAL RATES INCLUDE THE FOLLOWING:

One way rentals are allowed with 500 miles free.

Rates include unlimited mileage on daily and weekly rates on all vehicles.

Rates include Roadside Assistance.

All rates include Supplemental Liability Protection (SLP) of \$2,000,000 and full comprehensive and collision coverage. This waives the renter of responsibility for physical damage to the rental vehicle, up to its entire value, with no deductible. Restrictions of coverage apply as defined in the Master Rental Agreement.

EXTRA CHARGES

- * One way rental is available EXCEPT a \$60 drop fee will apply from Bemidji or Moorhead to any Minnesota location, or to Bemidji or Moorhead from any Minnesota location.
- * The cost for fuel, if the vehicle is returned with less than a full tank, is 33% above the weekly gasoline price for the Midwest as posted in the Department of Energy Fuel Index at <http://tonto.eia.doe.gov/oog/omfpgdugasdiesel.asp>
- * Late Return Charge - \$15 per hour up to the cost of one rental day.
- * \$60.00 charge for delivery of rental vehicle more than 25 miles from nearest Enterprise office.
- * Any rentals initiated at the Humphrey or International Terminals are subject to any applicable airport taxes and fees.

VEHICLE RENTAL PRICE SCHEDULE - LONG TERM RENTALS - AMENDMENT 1

***** 15 PASSENGER VANS MAY NOT BE RENTED AGAINST THIS CONTRACT *****

<u>TYPE OF VEHICLE</u>	<u>MONTHLY RENTAL FEE</u>
COMPACT CARS	
Nissan Versa, Rio, Yaris or similar	\$680.00
COMPACT HYBRIDS	
Prius	\$1,040.00
MID-SIZE CARS	
Chevy HHR, Sebring, Avenger, Ford Fusion, Hyundai Sonata	\$740.00
LARGE CARS	
Camry, Charger, Impala, Malibu or similar	\$780.00
FULL SIZE HYBRIDS	
Camry	\$1,070.00
MINI VANS	
Town and Country, Caravan, Sedona, or similar	\$1,040.00
SMALL PICKUP TRUCKS	
Dakota, Colorado, Canyon or similar	\$980.00
STANDARD PICKUP TRUCKS	
Silverado, F150, Ram or similar	\$1,030.00
CARGO VANS	
Chevrolet Express or similar	\$900.00
SUV - SMALL SIZE	
(RAV 4, Escape or similar)	\$1,100.00
SUV - STANDARD SIZE	
Explorer, Grand Cherokee or similar	\$1,070.00
SUV - LARGE SIZE	
Tahoe, Durango, Aspen or similar	\$1,270.00
*** VANS - 10-12 PASSENGER	
Chevrolet Express or similar	\$1,840.00

MILEAGE CONDITIONS
 Rental originates in Minnesota.
 If usage exceeds 3000 miles per month, a fee of \$.20 per mile will be charged for every additional mile posted on the vehicle.

DISCOUNTS FOR RENTALS LONGER THAN ONE MONTH

First subsequent monthly rental period: \$25.00 off original monthly rate
 Second subsequent monthly rental period: \$50.00 off original monthly rate
 Third through tenth subsequent monthly rental period: \$75.00 off original monthly rate
 Rentals must be rewritten at the end of 11 months.

All rates include Supplemental Liability Protection (SLP) of \$2,000,000 and full comprehensive and collision coverage. This waives the renter of responsibility for physical damage to the rental vehicle, up to its entire value, with no deductible. Restrictions of coverage apply as defined in the Master Rental Agreement.

ENTERPRISE "QUICKSTART" PROGRAM - 8-13-10

If a need arises where the traveler must pick up the Enterprise rental vehicle prior to the start of business travel, the Enterprise "Quickstart Program" allows for some cost reduction rather than paying a full day's rental fee.

Upon request, Enterprise will charge a \$10.00 per rental "Quickstart" fee (which will show on the invoice as an "other" fee) for vehicles that are made available after 4:00 PM and the charges are suspended until the time of departure that evening or the following morning, no later than the time at which that Enterprise rental location opens.

Enterprise will charge a \$30.00 per rental "Quickstart" fee (which will show on the invoice as an "other" fee) available on Friday after 4:00 PM or a \$20.00 per rental "Quickstart" fee available Saturday morning without rental charges being started until Monday morning, no later than the time at which that Enterprise rental location opens.

Any rentals from Enterprise may only be used for State business as per the terms and conditions of the Contract.

ENTERPRISE MINNESOTA METRO LOCATIONS

AREA	ADDRESS	PHONE	VENDOR #	SWIFT #
Apple Valley	15136 Galaxie Avenue	952.891.3200	200065083 18	218973-013
Arden Hills	3761 No. Lexington Avenue	651.482.9999	200065083 19	218973-014
Bloomington (East)	1020 American Blvd. W.	952.884.7144	200065083 21	218973-016
Bloomington (South)	8587 Lyndale Avenue So.	952.886.0266	200065083 20	218973-015
Brooklyn Center	6223 Brooklyn Blvd.	763.553.1700	200065083 22	218973-017
Brooklyn Park	8090 Brooklyn Blvd.	763.493.3085	200065083 23	218973-018
* Burnsville	400 County Road 42 West	952.892.7500	200065083 24	218973-019
Coon Rapids	2700 Coon Rapids Blvd.	763.323.1134	200065083 00	218973-001
Eagan	1340 Duckwood Drive	651.452.0977	200065083 25	218973-020
Eden Prairie	16001 Venture Lane	952.941.8011	200065083 26	218973-021
Edina	3230 Southdale Circle	952.926.3669	200065083 09	218973-007
Elk River	265 Carson Street	763.241.8944	200065083 27	218973-022
Forest Lake	568 Lake St. North	651.464.9065	200065083 28	218973-023
Hastings	1217 Vermillion Street	651.480.1110	200065083 30	218973-024
Hopkins	10841 Excelsior Blvd.	952.938.8825	200065083 31	218973-025
* Humphrey Terminal (Mpls)	7150 Humphrey Drive	612.970.3753	200769900 01	359394-002
International Falls	USE CONTRACT RELEASE V-38 WITH NATIONAL CAR RENTAL			
* Inver Grove Heights	5480 So. Robert Trail	651.457.7000	200769900 02	218973-026
Lauderdale (Mpls - NE)	2520 Broadway Drive NE	651.631.1581	200065083 35	218973-028
* Minneapolis - Downtown	110 So. 10th Street	612.677.1319	200065083 16	218973-012
Minneapolis - South	5504 Lyndale Avenue So.	612.824.8088	200065083 37	218973-030
Minneapolis - Uptown	236 W. Lake Street	612.822.3932	200065083 36	218973-029
Monticello	4093 Chelsea Road	763.295.6225	200065083 39	218973-032
* Mpls/St. Paul Airport	On-Site @ MSP Int'l Airport	612.727.3313	200065083 69	359394-003
New Hope	5575 Highway 169 No., Suite A	763.566.2000	200065083 40	218973-033
Northfield	150 Water Street South	507.664.9944	200065083 79	218973-062
Plymouth	2980 Empire Lane	763.553.9434	200065083 41	218973-034
Roseville	3114 Old Highway 8	651.631.3500	200065083 43	218973-036
Shakopee	1238 Vierling Drive E., #1	952.403.1001	200065083 47	218973-040
Spring Lake Park	7800 Highway 65 NE	763.717.1212	200065083 48	218973-041
* St. Louis Park	6801 Wayzata Blvd.	952.542.8535	200065083 44	218973-037
St. Paul	900 University Avenue	651.228.0088	200065083 45	218973-038
St. Paul - Downtown	395 E. 7th Street	651.225.9766	200065083 10	218973-008
Stillwater	14454 No. 60th Street	651.351.0000	200065083 49	218973-042
Wayzata	1310 E. Wayzata Blvd.	952.249.1300	200065083 51	218973-044
* White Bear Lake	1567 E. County Road E	651.484.2911	200065083 76	218973-059
Woodbury	8230 Hudson Road	651.772.2995	200065083 74	218973-057
<i>* Denotes locations open 7 days a week, or having extended hours.</i>				

ENTERPRISE MINNESOTA NON-METRO LOCATIONS

AREA	ADDRESS	PHONE	VENDOR #	SWIFT #
Baxter	14695 Edgewood Drive	218.828.0200	200065083 52	218973-045
Bemidji	3428 Moberg Drive, NW, Ste. 401	218.759.9960	200027256 07	216437-005
Buffalo	701 Highway 55 E.	763.684.0304	200065083 61	218973-048
Duluth	301 E. Central Entrance	218.722.5800	200065083 03	218973-003
Duluth - Downtown	30 W. Superior Street	218.729.9990	200065083 62	218973-049
Mankato	111 Star Street, Suite 107	507.388.8865	200065083 04	218973-004
Marshall	1650 W. College Drive, Suite 137	507.532.3723	200065083 65	218973-052
Moorhead	2901 S. Frontage Road, Moorhead	218.422.3001	200027256 08	218973-009
Owatonna	2020 So. Cedar Avenue	507.455.1023	200065083 54	218973-046
Rochester	838 38th Street NW	507.282.9190	200065083 08	218973-006
Rochester - Airport	7701 Helgerson Drive SW	507.282.9190	200065083 75	218973-058
Rochester - South	1000 12th Street SW	507.529.5505	200065083 55	218973-047
St. Cloud	3630 Division Street	320.240.9704	200065083 13	218973-011
Willmar	275 28th Street SE	320.214.0744	200065083 70	218973-055
Winona	956 Mankato Avenue, Suite A	507.454.4462	200065083 05	218973-005

ENTERPRISE MINNESOTA BORDER LOCATIONS

AREA	ADDRESS	PHONE	VENDOR #	SWIFT #
Fargo, ND	4453 West Main Avenue	701.492.0908	200027256 00	216437-001
Fargo, ND	501 38th Street SW	701.277.8349	200027256 06	216437-004
Grand Forks, ND	2650 32nd Avenue South	701.775.3977	200027256 05	216437-003
Hudson (WI)	2101 Coulee Road, Hudson, WI	715.377.1220	200065083 63	218973-050
Superior (WI)	3215 Tower Avenue	715.395.9900	200065083 66	218973-053