



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **8**

to

Contract Number **071B4300072**

<b>CONTRACTOR</b>	ENTERPRISE LEASING CO OF DETROIT
	Farmington Hills, MI 48336
	Jim Smith
	517-526-0546
	jime.smith@ehi.com
	CV0051069

<b>Program Manager</b>	David Hofmeister	SW
	517-243-5766	
	hofmeisterd@michigan.gov	
<b>Contract Administrator</b>	Yvon Dufour	DTMB
	(517) 249-0455	
	dufoury@michigan.gov	

CONTRACT SUMMARY				
STATEWIDE VEHICLE RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 17, 2014	March 16, 2017	2 - 1 Year	November 1, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>				
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$230,000.00	\$350,000.00	\$580,000.00		
DESCRIPTION				
Effective 9/10/2020, this contract is hereby increased by \$350,000. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request, DTMB Procurement approval, and State Administrative Board approval on 9/10/2020.				



# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **7**

to

Contract Number **071B4300072**

<b>CONTRACTOR</b>	ENTERPRISE LEASING CO OF DETROIT
	Farmington Hills, MI 48336
	Jim Smith
	517-526-0546
	jime.smith@ehi.com
	CV0051069

<b>STATE</b>	<b>Program Manager</b>	David Hofmeister	SW
		517-243-5766	
		hofmeisterd@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
STATEWIDE VEHICLE RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 17, 2014	March 16, 2017	2 - 1 Year	May 1, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	6 months	November 1, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$230,000.00	\$0.00	\$230,000.00		
DESCRIPTION				
Effective 5/1/2020, this contract is hereby extended through 11/1/2020. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request, DTMB Procurement approval, and State Administrative Board approval on 5/5/2020.				



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **6**

to

Contract Number **071B4300072**

<b>CONTRACTOR</b>	ENTERPRISE LEASING CO OF DETROIT
	Farmington Hills, MI 48336
	Jim Smith
	517-526-0546
	jime.smith@ehi.com
	CV0051069

<b>STATE</b>	<b>Program Manager</b>	David Hofmeister	SW
		517-243-5766	
		hofmeisterd@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
STATEWIDE VEHICLE RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 17, 2014	March 16, 2017	2 - 1 Year	December 31, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	4 months	December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$230,000.00	\$0.00	\$230,000.00		
DESCRIPTION				
Effective 1/1/2020, this contract is hereby extended through 5/1/2020. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request, DTMB Procurement approval, and State Administrative Board approval on 1/14/2020.				



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **5**

to

Contract Number **071B4300072**

<b>CONTRACTOR</b>	ENTERPRISE LEASING CO OF DETROIT
	Farmington Hills, MI 48336
	Jim Smith
	517-526-0546
	jime.smith@ehi.com
	CV0051069

<b>STATE</b>	<b>Program Manager</b>	David Hofmeister	SW
		517-243-5766	
		hofmeisterd@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
STATEWIDE VEHICLE RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 17, 2014	March 16, 2017	2 - 1 Year	November 22, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	38 days	December 31, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$230,000.00	\$0.00	\$230,000.00		
DESCRIPTION				
Effective 11/23/2019, this contract is hereby extended through 12/31/2019. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request, DTMB Procurement approval, and State Administrative Board approval on 11/19/2019.				



# STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B4300072**

<b>CONTRACTOR</b>	ENTERPRISE LEASING CO OF DETROIT dba Enterprise Rent-A-Car
	29301 Grand River Ave
	Farmington Hills, MI 48336
	Jim Smith
	517-526-0546
	jime.smith@ehi.com
	CV0051069

<b>STATE</b>	<b>Program Manager</b>	David Hofmeister	SW
		517-243-5766	
		hofmeisterd@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
STATEWIDE VEHICLE RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 17, 2014	March 16, 2017	2 - 1 Year	October 20, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	32 Days	November 22, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$230,000.00	\$0.00	\$230,000.00		
DESCRIPTION				
Effective 10/21/2019, this contract is hereby extended through 11/22/2019. All other terms, conditions, specifications, and pricing remain the same. Per DTMB and agency request, DTMB Procurement approval, and State Administrative Board approval on 10/8/2019.				

**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909



**CONTRACT CHANGE NOTICE**

Change Notice Number **3**

to

Contract Number **071B4300072**

<b>CONTRACTOR</b>	ENTERPRISE LEASING CO OF DETROIT
	Farmington Hills, MI 48336
	Jim Smith
	517-526-0546
	jime.smith@ehi.com
	CV0051069

<b>STATE</b>	<b>Program Manager</b>	David Hofmeister	SW
		517-243-5766	
		hofmeisterd@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
STATEWIDE VEHICLE RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 17, 2014	March 16, 2017	2 - 1 Year	June 14, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	4 months plus 6 days	October 20, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$230,000.00	\$0.00	\$230,000.00		
DESCRIPTION				
Effective 4/23/2019, this contract is hereby extended through 10/20/2019. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, DTMB Procurement approval, and State Administrative Board approval on 4/23/2019.				



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**

to

Contract Number **071B4300072**

<b>CONTRACTOR</b>	ENTERPRISE LEASING CO OF DETROIT
	dba Enterprise Rent-A-Car
	Farmington Hills, MI 48336
	Jim Smith
	517-526-0546
	jime.smith@ehi.com
	CV0051069

<b>STATE</b>	<b>Program Manager</b>	David Hofmeister	SW
		517-243-5766	
		hofmeisterd@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
STATEWIDE VEHICLE RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 17, 2014	March 16, 2017	2 - 1 Year	March 16, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	90 Days	June 14, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$230,000.00	\$0.00	\$230,000.00		
DESCRIPTION				
Effective 2/19/2019, this contract is hereby extended through 6/14/2019, per contract section 2.171, Contractor Transition Responsibilities. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.				



**STATE OF MICHIGAN**  
**ENTERPRISE PROCUREMENT**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **1**

to

Contract Number **071B4300072**

<b>CONTRACTOR</b>	ENTERPRISE LEASING CO OF DETROIT
	dba Enterprise Rent-A-Car
	Farmington Hills, MI 48336
	Richard Williams
	248-426-1953
	richard.j.williams@erac.com
	*****4534

<b>STATE</b>	<b>Program Manager</b>	David Ancell	SW
		517-322-5051	
		ancelld@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
		(517) 284-6996	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
STATEWIDE VEHICLE RENTAL				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
March 17, 2014	March 16, 2017	2 - 1 Year	March 16, 2017	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2- 1 year	<input type="checkbox"/>		March 16, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$230,000.00	\$0.00	\$230,000.00		
DESCRIPTION				
Effective 2/2/2017, the State is exercising the both option years. The revised contract expiration date is 3/16/2019. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				



STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE  
 OF  
 CONTRACT NO. 071B4300072  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336	Richard J. Williams	<a href="mailto:Richard.J.Williams@erac.com">Richard.J.Williams@erac.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 426-1953	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	David Ancell	517-322-5051	<a href="mailto:ancelld@michigan.gov">ancelld@michigan.gov</a>
BUYER:	DTMB	Sue Ciecwa	517-284-7007	<a href="mailto:ciecwas@michigan.gov">ciecwas@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Vehicle Rental Services – Statewide			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three Years	March 17, 2014	March 16, 2017	2, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input checked="" type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$230,000.00	

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B4300072**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336	Richard J. Williams	<a href="mailto:Richard.J.Williams@erac.com">Richard.J.Williams@erac.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 426-1953	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	David Ancell	517-322-5051	<a href="mailto:ancelld@michigan.gov">ancelld@michigan.gov</a>
BUYER:	DTMB	Sue Ciecwa	517-284-7007	<a href="mailto:cieciwas@michigan.gov">cieciwas@michigan.gov</a>

CONTRACT SUMMARY:			
<b>DESCRIPTION: Vehicle Rental Services – Statewide</b>			
<b>INITIAL TERM</b>	<b>EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>AVAILABLE OPTIONS</b>
Three Years	March 17, 2014	March 16, 2017	2, one year
<b>PAYMENT TERMS</b>	<b>F.O.B</b>	<b>SHIPPED</b>	<b>SHIPPED FROM</b>
Net 45 Days	N/A	N/A	N/A
<b>ALTERNATE PAYMENT OPTIONS:</b>			<b>AVAILABLE TO MiDEAL PARTICIPANTS</b>
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
N/A			
<b>MISCELLANEOUS INFORMATION:</b>			
N/A			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>		\$230,000.00	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #07113200002. Orders for delivery will be issued directly by the State Agency through the issuance of a Purchase Order Form.

**Notice of Contract #: 071B4300072**

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**FOR THE CONTRACTOR:**

Enterprise Leasing Company of Detroit  
d/b/a Enterprise Rent-A-Car

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Firm Name

---

Authorized Agent Signature

---

Authorized Agent (Print or Type)

---

Date

---

---

**FOR THE STATE:**

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Signature

Jeff Brownlee, Chief Procurement Officer

---

Name/Title

---

DTMB Procurement

Enter Name of Agency

---

Date



**STATE OF MICHIGAN**  
**Department of Technology Management and Budget**  
**DTMB-Procurement**

Contract No. 071B4300072  
Statewide Vehicle Rental

Buyer Name: Sue Ciecwa  
Telephone Number: 517-284-7007  
E-Mail Address: ciecwas@michigan.gov



## **DEFINITIONS**

**24x7x365** means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**Audit Period** means the seven year period following Contractor's provision of any work under the Contract.

**Bidder(s)** are those companies that submit a proposal in response to this RFP.

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**Blanket Purchase Order** is an alternate term for Contract and is used in the Plan Sponsors' computer system.

**Contractor** means EAN Services, LLC.

**Days** means calendar days unless otherwise specified.

**Deliverable** means the Services identified in the Contract or a Rental Contract.

**DTMB** means the Michigan Department of Technology Management and Budget.

**Key Personnel** means any personnel identified in **Section 1.031** as Key Personnel.

**New Work** means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

**State Location** means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Subcontractor** means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

**Unauthorized Removal** means the Contractor's removal of Key Personnel without the prior written consent of the State.



## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

The purpose of this Contract is to provide rental vehicle services as needed to State Agencies and Departments. The Contract will be for the State of Michigan to rent vehicles on an as-needed and intermittent basis from no less than 20 different rental locations throughout Michigan, including the Upper Peninsula.

#### **1.012 Background**

Vehicle and Travel Services assigns vehicles to Departments in State government for permanent and seasonal use. At times State agencies need vehicles to meet critical business needs and permanently assigned, seasonal and motor pool vehicles are not readily available. Vehicles from a rental company are sometimes used to provide the needed transportation to meet these critical business needs.

Exact quantities to be rented (volume of service) are unknown; however, Contractor will be required to furnish all such services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on purchases from prior fiscal years, and the State is not obligated to purchase in these or any other quantities.

### **1.020 Scope of Work and Deliverables**

#### **1.021 In Scope**

The scope of the Contract includes vehicle rentals for all State of Michigan Departments. This includes access to rent vehicles for all departments, agencies, boards, and commissions within the Executive branch of State government.

#### **1.022 Work and Deliverable**

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Vehicles to be rented include intermediate-sized vehicles (i.e., four-seats, including driver and passengers), full-sized vehicles (i.e., five-seats), mini-vans (i.e., seven-seats), pick-up trucks (i.e., trucks with two-seats and with four-seats) and passenger vans (i.e. fifteen-seats). This will not include the rental of specialty vehicles such as semi-tractors, u-hauls, buses, etc.

Contractor shall supply all quantities that the State requires, when and as requested.

- A. **TIME FRAMES:** Rental of vehicles shall be on an as needed and intermittent basis. Most rentals may be one (1) day to 10 days. However, the State may also require the use of monthly rentals. On occasion, agencies may need to rent vehicles for six months at a time.
- B. **RENTAL RESERVATIONS DELIVERY TIMES:** The State requires efficient and rapid reservation process of vehicles; Reservations will generally be made with 24-hour advance notice to Contractor; however, occasionally less notice will be provided and Contractor shall make all efforts to accommodate these requests, in cases of emergency during the Contractor's non-business hours.
- C. **VEHICLE DELIVERY:** Contractor shall offer Contractor-delivery-to-office and requestor-customer-pick-up reservations, allowing the State to choose which service it will require on an individual basis. Delivery-to-office service will take place during Contractor's business hours, and vehicle return shall be to the Contractor's company office. Delivery-to-office service requires advance reservations and geographic limitations may apply.

One way rentals must be allowed. Reservations must be phoned into the renting location and the renter must receive prior approval. There is a \$25 fee added to one-way rentals.

**D. LOCATIONS (Statewide):**

**Contractor Locations:** Contractor shall maintain rental locations in at least 20 locations throughout the state of Michigan, with at least one (1) location in each five regions. The Contractor must provide rental locations, at a minimum, at the locations identified in Attachment C. The State regions are as follows:



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- E. UNLIMITED MILEAGE AND PERMISSION TO OPERATE VEHICLE:** All daily and weekly rentals must be unlimited mileage for rentals commencing within the State of Michigan, and must be up to 3,000 miles for monthly rentals. For rentals that commence outside the State of Michigan, the prevailing mileage limitations will apply.
- F. ADDITIONAL DRIVER(S):** In addition to the classified Employee requesting the rental vehicle, any employee or State-authorized person must also be authorized to drive any rental vehicle at no additional charge.
- G. VEHICLE CONDITION:** Contractor must assure that delivered rental-vehicles are clean and in a good physical and mechanical driving condition with a full fuel tank. All rental vehicles must have an odometer of less than 30,000 miles.

All vehicles must be returned with a full tank of fuel. If a vehicle is returned with less than a full tank, the State will be charged the refueling rate based on current self-service, per-gallon pricing, plus a fee of up to 50 percent of the total amount

- H. EMERGENCY AND ROADSIDE ASSISTANCE:** Contractor must provide emergency and roadside assistance on a 24-hour basis. Instructions for contacting the roadside assistance line must be given to each renter at the time of rental. Emergency and roadside assistance will be provided, at no charge, if the service is needed as the result of a flat tire, mechanical failure, defect or maintenance deficiency. If fees are incurred before the reason for the breakdown is determined and the cause of the service call is not attributable to the renter, fees will be covered by the Contractor.

The Full Damage Waiver identified in subsection I. covers the cost associated with flat tires, glass replacement, and towing (unrelated to an accident). However, the damage to a vehicle may not be covered if the damage occurred while the driver was engaged in any of the prohibited uses or violations identified in the rental agreement.

Emergency road service is available, at an additional costs, to assist renters when they lose their key, or an empty tank of gas.

- I. VEHICLE INSURANCE:** Contractor must purchase and maintain, with zero deductible(s) and for no additional cost to the State, not less than the following insurance on each rental vehicle(s):
- Protection Liability (PL) and Protection for Damages (PD) insurance for up to **\$1,000,000**;
  - Supplemental Liability (CSL);
  - Full Damage Waiver (LOW).

### **1.030 Roles and Responsibilities**

#### **1.031 Contractor Staff**

**A. The Contractor shall provide the following staff, designated as key personnel:**

##### **1. Account Manager**

Richard J. Williams  
 Director, Business Rental Sales  
 29301 Grand River Ave.  
 Farmington Hills, MI 48170  
 248-426-1953





Sarah Yager  
Business Rental Sales Executive  
5913 Executive Dr. Suite 300  
Lansing, MI 48911  
517-882-8300

Contractor key personnel must follow-up on State of Michigan accounts or State inquiries and customer service issues no more than two (2) business days from date of the contact; and serve as the main contact to the State of Michigan regarding all IT issues and oversee: website and web-content for this account; security; company-systems, application, application-support, and database administration; reporting for the State of Michigan; and customer's electronic and telephonic reservations.

## B. Customer Service Ordering

Contractor shall:

1. Receive orders by internet (web) request, and by telephone;
- 2.. Consider delivery order or task order "issued" when the Contractor receives the order from an authorized State of Michigan Agency or Department representative verbally, or with written order received via a state of Michigan rental reservation webpage;
3. Provide, order confirmation, Contractor's written procedures/processes, to each requesting-customer, for having a rental vehicle delivered or picked-up and then returned, as well as identifying the Contractor's billing process for each individual order [i.e., **Mastercard** credit card or direct-invoice to the individual State Department/Agency, as requested];
4. Provide a statewide toll-free number for telephone orders – 800-RENTACAR;
5. Provide detailed description of internal controls (to be approved by the Department of Technology, Management and Budget Vehicle and Travel Services] as the State's CCI deems needed and appropriate) to ensure that only authorized State Department or Agency representatives order the contracted service;
6. Verify orders that have quantities which appear to be abnormal or excessive;
7. Assure that all delivery orders or task orders meet the terms and conditions of the Contract;

## C. Reservation Website Requirements

- a. The reservation website is located at [http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13133---.00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13133---.00.html).
- b. Website must allow drivers to select their Agency / Department, preferable through a drop-down menu.
- c. Website must list the correct pricing of each rental vehicle according to contract pricing.
- d. Website must visually identify which rental vehicles are required by the State

### **1.040 Reports**

#### **1.041 Reports**

The Contractor must submit the following periodic reports to the State:

- **CONTRACTOR'S ANNUAL WORK PLAN**, to be approved by State's CCI, to include description of procedures or processes for:
  - Customer order / request for rental vehicle for:
    - Internet (**e.g.**, web-site design, customer access and requests, etc.)
    - Telephone
  - Invoice (direct) to State Agency / Department
  - Process
  - Customer's rental vehicle delivery
  - Customer's rental vehicle pick-up



- Customer's rental vehicle return
- Emergency or Roadside Assistance
- **MONTHLY USAGEREPORTS BY THE 10TH OF EACH MONTH**, to include not less than:
  - Rental Address
  - Rental City
  - Rental Location Number
  - State Agency / Department
  - Itemized Charges
  - Renter (Name and contact information)
  - If Business or Personal Use
  - Rental Vehicle's Year, Make and Model being Picked-up or Delivered
  - Rental Vehicle Class-Type
  - Time-period rented
  - Miles driven
- **ANNUALSUMMARY USAGE REPORTS**, to include not less than:
  - All information from Monthly Usage Report summarized
  - Annual insurance(s) verification(s)



## **Article 2, Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.001 Contract Term**

The Contract is for a period of three (3) years beginning March 17, 2014 through March 16, 2017.

#### **2.002 Options to Renew**

The Contract may be renewed for up to two (2) additional one (1) year periods, and in each such case, on terms (including Rates) mutually acceptable to the State and Contractor.

#### **2.003 Legal Effect**

Contractor must show acceptance of the Contract by signing two (2) copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the services to be done under the Contract until both parties have signed the Contract to show acceptance of its terms.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties.

#### **2.004 Reserved**

#### **2.005 Ordering**

For each vehicle rented, the Eligible Renter must execute the then-standard rental agreement of the applicable Affiliate, Licensee or Franchisee (each as defined below) at the rental facility at which the vehicle rental occurs (or, for National brand rentals only, the National Emerald Club Agreement) (each, regardless of brand, a "Rental Contract").

#### **2.006 Order of Precedence**

(a) The Contract, including any Rental Contract and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any direct conflict between the terms of the Contract and any Rental Contract, the terms of the Contract will take precedence. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of the Contract.

#### **2.007 Headings**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

#### **2.008 Form, Function & Utility**

If the Contract is for use of more than one (1) State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

#### **2.009 Reformation and Severability**

Each provision of the Contract and each Rental Contract are severable from all other provisions of the Contract and such Rental Contract and, if one (1) or more of the provisions of the Contract and such Rental Contract is



declared invalid, the remaining provisions of the Contract and such Rental Contract remain in full force and effect.

## **2.010 Consents and Approvals**

Except as expressly provided otherwise in the Contract or Rental Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract or Rental Contract, the consent or approval must be in writing and must not be unreasonably withheld, conditioned or delayed.

## **2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of the Contract or any Rental Contract, then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract or such Rental Contract.

## **2.012 Survival**

Any provisions of the Contract or Rental Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract and such Rental Contract for any reason. Specific references to survival in the Contract and Rental Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

## **2.020 Contract Administration**

### **2.021 Issuing Office**

The Contract is issued by the Department of Technology Management and Budget, DTMB-Procurement and the Department of Technology, Management and Budget, Office of Support Services, Vehicle and Travel Services (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. DTMB-Procurement **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within DTMB-Procurement for the Contract is:

Sue Cieciva  
Procurement  
Department of Technology Management and Budget  
Constitution Hall, 1<sup>st</sup> Floor, NE  
PO Box 30026  
Lansing, MI 48909  
cieciwas@michigan.gov  
517-284-7007

### **2.022 Contract Compliance Inspector**

After DTMB-Procurement receives the properly executed Contract, it is anticipated that the Director of DTMB-Procurement, in consultation with DTMB-Office of Support Services, Vehicle and Travel Services will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB Procurement.** The CCI for the Contract is:

David Ancell, Manager  
DTMB – Office of Support Services, Vehicle and Travel Services  
6951 Crowner Drive  
Lansing, MI 48913  
[AncellD@michigan.gov](mailto:AncellD@michigan.gov)  
Phone: 517-322-5051  
Fax: 517-322-5100

**2.023 Reserved****2.024 Reserved****2.025 Notices**

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

**2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

**2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be deemed to be an employee, agent or servant of the State for any reason. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

**2.029 Assignments**

(a) Except as otherwise set forth in the Contract, and subject to Section 2.072 below, neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor.. Except for assignments otherwise permitted by this Section 2.029 or other provisions of this Contract, the State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract.

(b) Except as otherwise set forth in this Contract, Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one (1) entity continues.

**2.030 General Provisions****2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the Contract are to be released without prior written approval of the State and then only to persons designated.

**2.032 Contract Distribution**

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

**2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

**2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

**2.035 Future Bidding Preclusion**

Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

**2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq (the "FOIA").

**2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract will use commercially reasonable best efforts to provide the State with priority service in the event of a natural or man-made disaster.

**2.040 Financial Provisions****2.041 Contractor's Rates for Services/Deliverables**

The rates Contractor will charge for Contractor's performing the Services is described in Attachment A which exhibit is incorporated herein by reference (such rates being the "Contractor's Rates").

**2.042 Reserved****2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

**2.044 Invoicing and Payment – In General**

(a) Each Statement of Work issued under the Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such



person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI and the Contractor.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) must mutually agree upon. The schedule must show payment amount and must reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy, statements must be forwarded to the designated representative by the 15th day of the following month.

## **2.045 Reserved**

### **2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

### **2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one (1) party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

### **2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

## **2.050 Taxes**

### **2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

### **2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two (2) or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.





## **2.060 Contract Management**

### **2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

### **2.062 Contractor Key Personnel**

- (a) The Contractor must provide the CCI with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State must provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written notice to the State. The Contractor's removal of Key Personnel without the prior written notice to the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

### **2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

### **2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract will perform their duties primarily at Contractor's offices and facilities.



**2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

**2.066 Cooperation with Third Parties**

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and must not unnecessarily or unreasonably interfere with, delay, or otherwise impede Contractor's performance under the Contract with the requests for access.

**2.067 Reserved****2.068 Contract Management Responsibilities**

The Contractor must assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

**2.070 Subcontracting by Contractor****2.071 Contractor Full Responsibility**

Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

**2.072 Affiliates; Scope of Agreement; Licensees and Franchisees; State Consent to Delegation**

State understands that Contractor intends to, and shall have the right to, delegate the performance of certain obligations and duties under the Contract (including, without limitation, all obligations and duties relating to the rental of vehicles) to one or more affiliates of Contractor (each, an "Affiliate" and collectively, the "Affiliates") and to franchisees or licensees of EAN (Enterprise Holdings) and its Affiliates (each, a "Licensee or Franchisee" and collectively, the "Licensees and Franchisees").

The Contract shall only apply to and cover vehicle rentals by an Affiliate to an employee of the State ("Eligible Renter") from a car rental facility which is located in the United States, Puerto Rico or Canada and which is operated by such Affiliate under the "National Car Rental" or "Enterprise Rent-A-Car" brand name. This Contract shall not apply to or cover vehicle rentals by any Affiliate, Licensee or Franchisee to an Eligible Renter from a car rental facility which is located in any other jurisdiction or is operated by such Affiliate, Licensee or Franchisee under the "Alamo Rent A Car" brand name or any truck rental facility operated by such Affiliate.

Except as set forth above, Contractor must not delegate any duties under the Contract to a Subcontractor unless the DTMB-Procurement has given written consent to such delegation. Except as set forth above, the State reserves the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request must



be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

### **2.073 Subcontractor Bound to Contract**

In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of Contractor. Except as set forth in this Contractor otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

### **2.074 Flow Down**

Except as set forth in this Contract, any Rental Contract or where otherwise specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

## **2.090 Security**

### **2.091 Reserved**

### **2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

### **2.093 Reserved**

## **2.100 Confidentiality**

### **2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary, or with a similar



designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

### **2.102 Protection and Destruction of Confidential Information**

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

### **2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

### **2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

#### **2.110 Records and Inspections**

##### **2.111 Records and Inspections**

Contractor, at all times during the Term and for thirty-six (36) months following termination of the Contract, will maintain records of all matters related to the Contract. Contractor will permit the State to access such records and to conduct audits thereof no more than once per twelve (12) consecutive months during the Term by providing fifteen (15) calendar days' written notice to Contractor. Such notice of intent to audit shall include, without limitation, the scope, location and expected duration of the audit. In connection with any such



audit, State shall be permitted to inspect only the books and records of Contractor and its affiliates directly relating to rentals to Eligible Renters under the Contract and source documents directly relating to such books and records, and in no event shall State be permitted access to any auto accident files, any records of any other customers of Contractor or any of its affiliates or to any other books, records or documents of Contractor or any of its affiliates. Each audit will be conducted, upon reasonable advance notice to Contractor, during regular business hours at Contractor's principal office and in such a manner as to not unduly interfere with Contractor's operations. The State will bear the costs of each such audit (including any copying charges). In the event such an audit reveals any discrepancy or error, State shall provide Contractor with written notification detailing such discrepancy within ten (10) days after such audit.. Upon such notification, Contractor will conduct an investigation into the claim. After such investigation, and in no event later than one hundred twenty (120) days from the date of notification, Contractor and State shall convene to develop a mutual resolution regarding such claim which shall be agreed to by the parties in writing. All information learned or discovered as a result of any audit shall be kept confidential by State and shall only be disclosed where required by law and only to the extent required by law.. Contractor has no duty to maintain any data related a rental pursuant to this Agreement for more than thirty-six (36) months beyond the end date of the Contract. .

## **2.120 Warranties**

### **2.121 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.
- (b) It is the lawful owner of all vehicles rented to the State by Contractor, and Contractor has all of the rights necessary to convey to the State the rental rights, as applicable, relating to all such vehicles.
- (c) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.
- (d) It is qualified and registered to transact business in all locations where required.
- (e) To the knowledge of Contractor, neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any material contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two (2) days of any Key Personnel's knowledge of such conflict.
- (f) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change in any material respect after the Contract start date, the Contractor must report those changes promptly to DTMB-Procurement after any Key Personnel's knowledge thereof.

**2.122 Reserved**

**2.123 Reserved**

**2.124 Reserved**

**2.125 Reserved**

**2.126 Reserved**

**2.127 Reserved**



## 2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

## 2.130 Insurance

### 2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of Services under the terms of the Contract, whether the Services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under the Contract.

All insurance coverage's provided relative to the Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in the Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A- or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in the Contract must be issued by companies that have been approved to do business in the State. See [www.michigan.gov/deleg](http://www.michigan.gov/deleg).

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☒ below:

- ☒ 1. Commercial General Liability with the following minimum coverage:  
 \$2,000,000 General Aggregate Limit other than Products/Completed Operations  
 \$2,000,000 Products/Completed Operations Aggregate Limit  
 \$1,000,000 Personal & Advertising Injury Limit  
 \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. Additional insured status can be provided for so long as it is limited to liabilities arising or alleging to arise out of the conduct of Contractor and its employees and agents.

- ☒ 2. If a motor vehicle is used to provide services or products under the Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. Additional insured status can be provided for so long as it is limited to liabilities arising or alleging to arise out of the conduct of Contractor and its employees and agents.





☒ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☒ 4. Employers liability insurance with the following minimum limits:  
\$100,000 each accident  
\$100,000 each employee by disease  
\$500,000 aggregate disease

### **2.132 Subcontractor Insurance Coverage**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under the Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor must fully comply with the insurance coverage required in this Section. Failure of Subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

### **2.133 Certificates of Insurance and Other Requirements**

Contractor must furnish to DTMB-Procurement, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies **MUST NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Procurement, DTMB. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan. Additional insured status can be provided for so long as it is limited to liabilities arising or alleging to arise out of the conduct of Contractor and its employees and agents.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three (3) years following the expiration or termination for any reason of the Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under the Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in the Contract, or if any insurer cancels or significantly reduces any required insurance as specified in the Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.



## **2.140 Indemnification**

### **2.141 General**

Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and its employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any bodily injury, death, or damage to real or tangible personal property to the extent due to action or inaction by Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (b) any acts or omissions of Contractor (or any of its employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (a) regular updates on proceeding status; (b) participate in the defense of the proceeding at its own cost; (c) employ its own counsel at its own expense; and (d) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section and Section 25, Intellectual Property Indemnification, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

## **2.150 Termination/Cancellation**

### **2.151 Reserved**

### **2.152 Termination by State and Contractor for Cause; Notice and Right to Cure**

If either party shall default in the performance of any of its obligations or duties under this Contract or any Rental Contract and such failure shall continue for a period of ten (10) days after written notice thereof from the non-defaulting party, then the non-defaulting party shall have the right to terminate the Contract by written notice to the defaulting party, which right of termination shall be in addition to any and all other rights and remedies which the non-defaulting party may have at law or in equity.

### **2.153 Termination for Convenience**

Either party may terminate the Contract for its convenience, in whole or part, by providing not less than thirty (30) days prior written notice to the other party.

### **2.154 Termination for Non-Appropriation**

(a) Contractor acknowledges that, if the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).



(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates the Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

#### **2.155 Termination for Criminal Conviction**

The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

#### **2.156 Termination for Approvals Rescinded**

The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

#### **2.157 Rights and Obligations upon Termination**

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.





## **2.158 Reservation of Rights**

Any termination of the Contract or any Rental Contract issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

## **2.170 Transition Responsibilities**

### **2.171 Contractor Transition Responsibilities**

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 90 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

### **2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

### **2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

### **2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

### **2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

### **2.176 State Transition Responsibilities**

In the event that the Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.



### **2.180 Power of Attorney**

Notwithstanding any language contained in any Rental Agreement, the State does not grant or appoint the Contractor Power of Attorney in any capacity.

### **2.190 Dispute Resolution**

#### **2.191 In General**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

#### **2.192 Informal Dispute Resolution**

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one (1) party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

#### **2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

**2.194 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

**2.200 Federal and State Contract Requirements****2.201 Nondiscrimination**

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

**2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

**2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

**2.204 Reserved****2.210 Governing Law****2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

**2.212 Compliance with Laws**

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

**2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan, and with respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.



## **2.220 Limitation of Liability**

### **2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for punitive, exemplary, consequential, incidental, indirect, or special damages, whether such damages occur prior or subsequent to, or are alleged as a result of, tortious conduct or breach of any of the provisions of the Contract, even if such party has been advised of the possibility of such damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor or the State; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

## **2.230 Disclosure Responsibilities**

### **2.231 Disclosure of Litigation**

Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (b) a Proceeding involving any license that Contractor is required to have to perform under this Contract.

### **2.232 Call Center Disclosure**

Contractor and/or all Subcontractors involved in the performance of the Contract providing call or contact center services to the State must disclose, at the request of the caller, the location of its call or contact center services to inbound callers. Failure to disclose this information when requested by the caller is a material breach of the Contract.

### **2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency; or
- (d) the Contractor makes a general assignment for the benefit of creditors.

## **2.240 Performance**

### **2.241 Time of Performance**

(a) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

### **2.242 Reserved**

### **2.243 Reserved**

**2.244 Excusable Failure**

Neither party will be liable for any default, damage, or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military, or otherwise), power failure, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

**2.250 Reserved****2.300 Other Provisions****2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials**

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penal



### Attachment A, Pricing

Flat rate for all Contractor locations. The prices are firm for the entire length of the Contract.

Vehicle Class:	Rental Period:	Rates
		Driver 21 yrs or over
Compact (4-passengers)	Daily (24-hour)	\$30.40
Compact (4-passengers)	Weekly	\$167.80
Compact (4-passengers)	Monthly	\$672.00
Intermediate (4-passengers)	Daily (24-hour)	\$32.90
Intermediate (4-passengers)	Weekly	\$181.55
Intermediate (4-passengers)	Monthly	\$727.00
Standard / Full (5-passengers)	Daily (24-hour)	Standard/Full \$35.90/\$37.90
Standard / Full (5-passengers)	Weekly	Standard/Full \$198.05/\$209.05
Standard / Full (5-passengers)	Monthly	Standard/Full \$792.00/\$837.00
Cargo / Mini-Van (7-passengers)	Daily (24-hour)	\$43.90
Cargo / Mini-Van (7-passengers)	Weekly	\$242.05
Cargo / Mini-Van (7-passengers)	Monthly	\$969.00
Pick-Up Truck (2-passengers)	Daily (24-hour)	\$38.40
Pick-Up Truck (2-passengers)	Weekly	\$211.80
Pick-Up Truck (2-passengers)	Monthly	\$848.00
Pick-Up Truck (4-passengers)	Daily (24-hour)	\$38.40
Pick-Up Truck (4-passengers)	Weekly	\$211.80
Pick-Up Truck (4-passengers)	Monthly	\$848.00
Cargo Van (15-passengers)	Daily (24-hour)	\$80.40
Cargo Van (15-passengers)	Weekly	\$442.80
Cargo Van (15-passengers)	Monthly	\$1,772.00



**Attachment A, Pricing (page 2)**

The standard size vehicle represents a Ford Fusion or similar and the Fullsize Category represent a Chevrolet Impala or similar.

For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.








The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

All invoices must include:

- (a) Date
- (b) PO #
- (c) Name of vehicle renter
- (d) Name of vehicle renter Department
- (e) Quantity days / hours
- (f) Deliverable type of vehicle
- (g) Unit Price
- (h) Total Price








**Attachment B – Standard Vehicle Class, Type, and Specifications**

<b>Class and Vehicle</b>		<b>Specifications</b>
	<b>Economy ECAR</b>	2 or 4 doors Automatic Transmission Air Conditioning AM/FM CD Player
	Chevrolet Aveo Kia Rio or similar	
	<b>Compact CCAR</b>	2 or 4 doors Automatic Transmission Air Conditioning AM/FM CD Player
	Nissan Versa Toyota Yaris or similar	
	<b>Intermediate ICAR</b>	2 or 4 doors Automatic Transmission Air Conditioning AM/FM CD Player
	Toyota Corolla Dodge Caliber or similar	
	<b>Standard SCAR</b>	2 or 4 doors Automatic Transmission Air Conditioning AM/FM CD Player Room to seat 5 passengers
	Ford Fusion Chrysler Sebring or similar	
	<b>Fullsize FCAR</b>	4 doors Automatic Transmission Air Conditioning AM/FM CD Player
	Chevrolet Impala Nissan Altima or similar	
	<b>Premium PCAR</b>	4 doors Automatic Transmission Air Conditioning AM/FM Cassette/CD Player
	Toyota Avalon Buick LaCrosse or similar	
	<b>Intermediate SUV IFAR</b>	Room to seat 5 Passengers Automatic Transmission Air conditioning AM/FM CD Player Power windows and power locks
	Ford Escape Jeep Patriot or similar	





	<b>Medium SUV</b> SFAR	Room to seat 5 passengers Automatic Transmission Air Conditioning AM/FM CD Player 6-Cylinder Performance Tilt/cruise Control Split Rear Seat
	Jeep Grand Cherokee Chevrolet Equinox or similar	
	<b>Small Pickup</b> SPAR	Automatic transmission AM/FM/CD Advanced driver and passenger airbags Power windows and door locks
	Chevrolet Colorado GMC Canyon or similar	
	<b>Large Pickup</b> PPAR	Automatic transmission AM/FM/CD Advanced driver and passenger airbags Power windows and door locks
	Chevrolet Silverado Dodge Ram or similar	
	<b>7-Passenger Minivan</b> MVAR	Room to seat 7 passengers Automatic Transmission Air Conditioning AM/FM CD Player 6-Cylinder Performance Tilt/cruise Control
	Dodge Grand Caravan Chrysler Town & Country or similar	
	<b>15-Passenger Van</b> FVAR	Automatic Front and Rear Air conditioning AM/FM and CD player Cruise control V-8 Performance Remote power locks Power windows Privacy glass 15 passenger seating
	Chevrolet Express Ford Econoline or similar	

**VEHICLE SUBSTITUTION:** Contractor may substitute a vehicle type for another of similar or larger size, at no additional cost to the State, if the vehicle class type requested by the State is not available for that date or time.



### **Attachment C– Contractor Locations**

<b>Address</b>	<b>City</b>	<b>Zip Code</b>	<b>Phone Number</b>
3062 Henry St.	Muskegon	49441	231-733-1670
1701 S. Beacon Blvd	Grand Haven	49417	616-846-2100
1918 Lakeshore Drive	Muskegon	49441	231-759-3591
491 Chicago Dr, Ste. 5	Holland	49423	616-394-5400
3483 Highland Dr.	Hudsonville	48426	616-662-9980
5500 44th St.	Grand Rapids	49512	616-233-6341
5500 44th St.	Grand Rapids	49512	888-826-6893
101 Sinclair Dr	Muskegon	49441	231-798-4758
101 Sinclair Dr	Muskegon	49441	231-798-4758
2740 28th St SE	Grand Rapids	49512	616-285-3370
3750 28th St.	Grandville	49418	616-530-9944
1170 28t St SE	Grand Rapids	49508	616-475-1300
3750 28TH ST SW	Grandville	49418	616-530-9944
4214 Plainfield Ave NE	Grand Rapids	49525	616-363-8400
11294 W. Carson City Rd.	Greenville	48838	616-225-2262
3375 Alpine Ave NW	Grand Rapids	49544	616-785-7311
1100 Plainfield Ave NE	Grand Rapids	49503	616-776-7665
5239 Portage Rd.	Portage	49002	734-784-2309
5239 Portage Rd.	Portage	49002	734-784-2309
355 W. Dickman Rd	Battle Creek	49037	269-962-1555
3611 Stadium Dr.	Kalamazoo	49008	269-372-1234
7697 Stadium Dr.	Oshtemo	49009	269-353-8962
1186 M-89 West	Plainwell	49080	269-685-4059
2400 Yellow Brick Rd.	Portage	49002	269-383-9900
5015 E. Michigan Ave, Ste E	Kalamazoo	49048	269-552-4086
4555 Washtenaw	Ann Arbor	48108	734-971-1221
3880 Jackson Rd, Ste A	Ann Arbor	48103	734-930-4900
320 E. Michigan Ave	Ypsilanti	48198	734-480-0813
438 W. Huron St	Ann Arbor	48103	734-327-2600
801 Airport Drive	Ann Arbor	48108	734-769-1144
7184 Grand River Ave.	Brighton	48114	810-227-7368
3101 E. Grand Rive Ave	Howell	48843	517-548-0628
48600 W. 12 Mile	Wixom	48393	248-374-3410
12510 Telegraph Rd	Taylor	48180	734-946-1313
15810 Eureka Rd	Southgate	48195	734-282-7671
15600 Eureka Rd	Southgate	48195	734-285-6011
1769 Southfield Rd	Lincoln Park	48146	313-388-9147
15628 S. Telegraph	Monroe	48161	734-242-1112
23780 West Rd	Brownstown	48183	734-692-6050
33173 Michigan Ave	Wayne	48184	734-641-8587
24600 Plymouth Rd	Redford Twp	48239	313-592-8686
23777 Kean St	Dearborn	48127	313-277-1122
31981 Ford Rd	Garden City	48135	734-525-9550
17000 Northville Rd	Northville	48168	248-449-6205
510 Ann Arbor Rd	Plymouth	48170	734-451-2499
40475 Ann Arbor Rd E	Plymouth	48170	734-459-1932
31800 Plymouth Rd	Livonia	48150	734-261-5911
24400 Drake Rd	Farmington Hills	48335	248-471-6605



Address	City	Zip Code	Phone Number
955 N. Pontiac Trl	Walled Lake	48390	248-960-3773
42140 Grand River Ave	Novi	48375	248-449-3227
31208 W. 8 Mile Rd	Farmington Hills	48336	248-426-1448
32805 Northwestern Hwy	Farmington Hills	48334	248-865-8647
27101 Van Dyke	Warren	48093	586-754-3444
2855 W. Maple Rd	Troy	48084	248-435-6333
30715 John R	Madison Heights	48071	248-588-4081
32432 Van Dyke	Warren	48093	586-979-6646
3315 Rochester Rd	Royal Oak	48073	248-589-2918
26520 Greenfield	Oak Park	48237	248-968-9120
30674 Woodward Ave	Royal Oak	48073	248-554-6720
21951 Woodward Ave	Ferndale	48220	248-548-2310
29310 Telegraph Rd	Southfield	48034	248-352-3560
28100 Telegraph Rd	Southfield	48034	248-350-0033
24445 Telegraph Rd	Southfield	48033	248-746-0060
22180 W. 8 Mile Rd	Southfield	48033	248-354-5645
10334 W. 8 Mile Rd	Royal Oak Twp	48220	248-542-5208
4547 E. 8 Mile Rd	Warren	48091	586-427-0141
74 W. Auburn Rd	Rochester Hills	48307	248-853-3110
6175 Highland Rd.	Waterford	48327	248-666-7653
5528 Dixie Hwy	Waterford	48329	248-623-9826
2724 E. Highland Rd	Highland	48356	248-889-1177
1270 Lapeer Rd	Lake Orion	48360	248-814-8407
3805 S. Lapeer Rd	Lake Orion	48360	248-724-1010
917 S. Rochester Rd	Rochester Hills	48307	248-608-1552
362 S. Telegraph Rd	Sylvan Lake	48320	248-738-9216
2405 S. Telegraph Rd	Bloomfield Hills	48302	248-409-2307
1080 N. Opdyke Rd	Auburn Hills	48326	248-475-9023
40742 Van Dyke	Sterling Heights	48313	586-939-3819
67515 S. Main St	Richmond	48062	586-727-2717
1447 S. Gratiot	Mt. Clemens	48036	586-954-3700
3857 24th Ave, Ste A	Fort Gratiot	48059	810-982-4299
29535 Gratiot Ave	Roseville	48066	586-552-2770
20967 Hall Rd	Macomb	48044	586-783-6220
3050 King Rd	China	48054	810-329-4516
66152 Van Dyke Rd	Washington	48095	586-336-3770
23300 Gratiot Ave	Eastpointe	48021	586-778-8500
6357 E. Jefferson Ave	Detroit	48207	313-393-2344
18210 Mack Ave	Grosse Pointe Farms	48236	313-885-7815
7600 2nd Ave	Detroit	48202	313-871-0470
4950 Greenfield Rd	Dearborn	48126	313-584-9500
21645 E. 9 Mile	St. Clair Shores	48080	586-772-1140
330 Lucas Dr	Detroit	48242	734-942-8990
338 Lucas Dr	Detroit	48242	888-826-6890
2274 W US 41 Highway	Marquette	49855	906-225-8690





## Attachment D – Enterprise Rental Agreement

## ADDITIONAL TERMS AND CONDITIONS

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Owner agrees by Renter's signature on Page 1 that Renter has read, is aware of, accepts full responsibility for and is bound by the terms and conditions contained in this Rental Agreement (Agreement), which consists of Pages 1 through 4, hereof for the Rental Period whether or not subsequent amendments are executed by Renter or if Owner assigns a new Agreement number during the Rental Period for the purpose of invoicing Renter. Renter expressly acknowledges that Renter and Owner are the only parties to this Agreement, notwithstanding that a reservation for Vehicle may have been made by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of Vehicle, length of rental, rental rate and/or selection of optional products. For matters arising from this Agreement, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's social, credit and/or insurance information. This Agreement, which consists of Pages 1 through 4, is the entire Agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner.

**Definitions:** For the purposes of this Agreement, the following terms are specifically defined:

1. **"Additional Authorized Driver(s)" (AAD(s))** means any individual in addition to Renter who is permitted by Owner to operate Vehicle. This includes individuals identified on Page 1 as ADDITIONAL AUTHORIZED DRIVER(S), and with the permission of Renter, includes Renter's spouse who meets the minimum rental age and holds a valid license.

2. **"Optional Accessories"** means but is not limited to optional child seats, global positioning systems, ski racks, toll transponders and/or other products accepted by Renter.

3. **"Owner Of Vehicle"** means the person shown on the top of Page 1.

4. **"Rental Period"** means the period between the time Renter takes possession of Vehicle until Vehicle is returned or recovered and in either case, checked in by Owner.

5. **"Renter"** means the person, or entity identified on Page 1 as "RENTER";

6. **"Vehicle"** means the "ORIGINAL VEHICLE" or any replacement vehicle(s).

**Ownership/Vehicle Condition/Warranty Exclusion.** Renter acknowledges that Vehicle and Optional Accessories are, by ownership, beneficial interest or lease, property of Owner, even if sold, registered or titled to a third party. Renter is not an agent of Owner and has no authority to transfer Vehicle. Renter agrees Renter received Vehicle and any Optional Accessories in good physical and mechanical condition. RENTER IS TAKING POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE. Renter agrees to return Vehicle and any Optional Accessories to Owner on or before return date to the address stated on Page 1 or on Owner's demand in same condition as received, ordinary wear and tear excepted. Renter agrees not to alter Vehicle or any Optional Accessories. If Renter or AAD(s) determines Vehicle or any Optional Accessories is lost, Renter or AAD(s) shall stop operating Vehicle and any Optional Accessories and notify Owner immediately.

#### Payment by Renter

1. For items designated as either "hour", "day", "week" or "month" on Page 1:

(1) "hour" is 60 consecutive minutes or any portion thereof beginning at the start time of the rental.

(2) If "day" = 24 hour period, "day" is each consecutive 24 hours beginning at the start time of the rental.

(3) If "day" = calendar day, "day" is each consecutive full or partial day of the week.

(4) "week" is 7 consecutive 24 hour days beginning at the start time of the rental.

(5) "month" is 30 consecutive 24 hour days beginning at the start time of the rental.

(6) Unless expressly modified on Page 1, all charges are for a minimum of 1 day.

2. Renter shall pay Owner, its affiliates or agents amounts as set forth on Page 1 for:

(1) The hour, day, week and month charges on Page 1 for the Rental Period. The "hour" charge if shown on Page 1 shall apply to each full or partial hour in excess of a day. The hourly charges shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Branch Address on Page 1, all rental charges incurred through the time an employee of Owner checks in Vehicle are Renter's responsibility.

(2) The mileage charge per mile for all miles exceeding any free miles set forth on Page 1 permitted for the Rental Period.

(3) The Optional Accessories, services and/or products charges for those items accepted by Renter.

(4) The optional Verified Carbon Offsets (CO2 OFFSET) accepted by Renter are an optional environmental service designed to offset the greenhouse gases emitted by Vehicle. Owner remits amounts collected to an independent 3rd party provider. See [www.keysgreen.com](http://www.keysgreen.com) for more information. The estimated emissions produced by Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet and are not calculated based on the emissions of a particular vehicle.

(5) The optional Tollpass Service accepted by Renter, which provides for the daily rental of a toll collection transponder or, in some states, the use of video-monitored toll collection services. In addition to the daily charge for the Tollpass Service, Owner or a third party may separately charge Renter's credit or debit card (or bill Renter, as applicable, for cash rentals) for the Owner's cost of all tolls incurred using the transponder or video monitored service during the Rental Period within the Tollpass service area. Renter expressly authorizes Owner to transfer to a third party Renter's name, address, credit/debit card information, and other data necessary to enable the collection of all such tolls and associated charges incurred during the Rental Period. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties see Paragraph 3(c)(3). A current listing of Tollpass Service Area covered roads is available upon request, at [www.hillc.com/enterprise](http://www.hillc.com/enterprise) or (877) 880-1258.

(6) The fuel charge at the rate shown. If based on consumption and Vehicle is returned with less fuel than when rented, the charge shall be for the Owner's estimated difference in fuel level shown on the fuel gauge from the time Vehicle is rented to the time it is returned. Renter shall not receive a refund or credit if Vehicle is returned with more fuel than when Renter received it. If Renter purchases the Fuel Service Option, then Renter's fuel charge shall be the per gallon charge multiplied by the fuel tank capacity of Vehicle rented. Renter shall not receive a refund or credit for any unused fuel.

(7) The one way fee (for returning to a predetermined location other than the Branch Address on Page 1), fees for AAD(s) and/or fees based on Renter or AAD(s) age.

(8) The taxes.

(9) The other fees and charges (none of which are taxes) including but not limited to:

(a) Any airport Consolidated Facility Charge (CFC) which is required to be paid by Owner or collected from Renter in connection with this rental, for the construction, financing, operation and/or maintenance of this consolidated rental car facility; other airport facilities; and/or transportation related facilities;

(b) The Concession Fee Recovery (CONO REC) which is Owner's charge to recover the concession fee paid by Owner to this airport's owner or operator in connection with this rental; and

(c) The Vehicle License Fee Recovery (VLF REC) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities to title, register and plate all vehicles in its rental fleet registered in Michigan. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.

c. Additional Obligations of Renter – Unless prohibited by law Renter shall pay Owner, its affiliates or agents:

(1) A special one way fee or drop charge equal to the greater of \$100.00 or \$.50 per mile (between the actual return location and originally agreed upon return location), if Renter or AAD(s) returns Vehicle to a location other than the originally agreed upon return location.

(2) For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see paragraph 6), to the extent DW, as described in paragraph 16, or RAP, as described in paragraph 18, do not apply.

(3) All fines, costs and attorney's fees for legal violations, parking, tolls, towing and storage attaching to Vehicle or incurred by Owner occurring during the Rental Period. Renter agrees Owner may provide Renter's information to applicable authorities and/or third parties to process payment and/or transfer any such liability. In addition, Owner or third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any citations and tolls and their administration.

(4) A Tollpass Convenience Charge (TCC) (where available) of up to \$5.00 per day of Rental Period for each day Vehicle is operated on a TCC Covered Road and Vehicle operator does not pay an applicable toll. Total TCC charges will not exceed \$15.00 per Rental Period. In addition to the TCC, Owner or a third party may separately charge Renter's credit or debit card for the posted cost of all such tolls not paid by Vehicle operator incurred during the Rental Period. A current listing of TCC Covered Roads is available upon request, at [www.hillc.com/enterprise](http://www.hillc.com/enterprise) or (877) 880-1258. Operation of Vehicle on a roadway or bridge not covered by TCC where applicable tolls are not paid by Renter to fines, costs and fees see Paragraph 3(c)(3) above. RENTER EXPRESSLY AUTHORIZES OWNER TO TRANSFER RENTER'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL TOLLS AND ASSOCIATED CHARGES INCURRED DURING THE RENTAL PERIOD.

(5) A late charge of 1.42% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.

(6) All expenses incurred by Owner in the collection of amounts due under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Agreement, including attorney's fees, collection agency fees and costs, Owner administrative fees, and any other costs or expenses incurred by Owner.

IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY, RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. FOR A VEHICLE RENTED WITH A CASH, CHECK OR MONEY ORDER DEPOSIT, ANY EXCESS DEPOSIT WILL BE REFUNDED BY CHECK ISSUED WITHIN 15 BUSINESS DAYS OF THE END OF RENTAL PERIOD. All charges are subject to final audit by Owner.

#### 4. Limits on Use and Termination of Right to Use

a. Renter agrees to the following limits on use:

(1) Vehicle shall not be driven by any person other than Renter or AAD(s) without Owner's prior written consent.

(2) Vehicle shall not be used for transporting persons for hire, as a school bus, or for driver training.

(3) Vehicle shall not be used for transport of products for hire, as a common carrier, a contract carrier or a private carrier of property UNLESS:

i. Renter obtains bodily injury and property damage liability insurance required of a motor carrier by the state and/or federal government where Vehicle is rented and/or operated; and

ii. Renter and any AAD(s) hold a valid class license for that purpose and comply with all federal, state or municipal laws, ordinances or regulations.

(4) Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.

(5) Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.

(6) Renter shall not remove any seats from Vehicle.

(7) Vehicle shall not be driven by any person impaired by the use of narcotics, alcohol, intoxicants, or drugs, used with or without a prescription.

(8) Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jam, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines.

(9) Vehicle shall not be driven or taken outside the states authorized on Page 1.

(10) Vehicle shall not be driven on an unpaved road or off-road.

(11) Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts from Owner material to rental, use or operation of Vehicle.

(12) Renter shall not transfer or assign this Agreement and/or sublease Vehicle.

(13) Vehicle shall not be used to store or transport explosives, chemicals, combustibles or other hazardous materials or pollutants of any kind or nature.

b. In the event of any violation of the limits on use or any other provision of this Agreement, Owner automatically, without any further notice to Renter or AAD(s), terminates their right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.

c. If Renter or AAD(s) continue to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been stolen, Renter and AAD(s) hereby release and discharge Owner from and indemnify, defend and hold Owner harmless against any liability arising from such notices. Renter remains responsible for all charges, costs, taxes, fees and obligations as set forth in Paragraph 3.

5. **Accidents.** Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to the office where Vehicle was rented every process,





## ADDITIONAL TERMS AND CONDITIONS

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adding or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter and AAD(s) shall cooperate fully with Owner and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Renter consents to Owner or its representatives retrieving and using such data from the EDR.

**Damage to, Loss or Theft of Vehicle, Optional Accessories and Related Costs.** Except to the extent restricted, modified or limited by State law, Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned Renter shall pay Owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage or impound fees and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate on Page 1; (ii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15% of the daily rate on Page 1. Renter also agrees to pay: (a) an administrative fee of \$50.00 when a repair estimate is less than \$500.00 or \$100.00 when the repair estimate is between \$500.00 and \$1,500.00 or \$150.00 if greater than \$1,500.00; (b) a sum for diminishment of value if Vehicle is repaired calculated as 10% of the repair estimate if the damages are greater than \$499.99. If Vehicle is damaged during non-business hours or to any place other than Branch Address on Page 1, any damage loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking and inspecting Vehicle is Renter's responsibility. **SEE PARAGRAPH 16 FOR INFORMATION ON OPTIONAL DW.**

**Responsibility to Third Parties.** Owner complies with applicable motor vehicle financial responsibility laws as a state certified self-insurer, bondholder, or cash depositor. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state or otherwise by law, Owner does not extend any of its motor vehicle financial responsibility or provide insurance coverage to Renter, AAD(s), passengers or third parties through this Agreement. If valid automobile liability insurance or self insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self insurance satisfies the applicable state motor vehicle financial responsibility law, in Owner extends none of its motor vehicle financial responsibility. However, if Renter and AAD(s) are in compliance with the terms and conditions of this Agreement and if Owner is obligated to extend motor vehicle financial responsibility to Renter, AAD(s) or third parties, then Owner's obligation is limited to the applicable state minimum financial responsibility amounts. Unless required by law, Owner's financial responsibility shall not extend to any claim made by a passenger while riding in or getting in or out of Vehicle. Owner's financial responsibility shall not extend to liability imposed assumed by anyone under any worker's compensation act, plan or contract. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL SLP.**

**Indemnification by Renter.** Renter shall defend, indemnify and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by Owner in any manner from this rental transaction, or from the use of Vehicle or Optional Accessories by any person, including claims of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner for all such losses. This obligation may be limited if Renter purchases optional DW and/or optional SLP. **SEE PARAGRAPHS 16 AND 17 FOR MORE INFORMATION ON OPTIONAL DW AND OPTIONAL SLP.**

**Personal Injury Protection and Uninsured/Underinsured Motorist Protection.** Except as required by law, Owner does not provide Personal Injury Protection, No Fault Benefits or Medical Payments Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Agreement. If Owner is required by law to provide PIP and/or UM/UIM, Renter expressly waives such protection in the minimum limits with the maximum deductible and expressly waives and acts PIP and/or UM/UIM limits in excess of the minimum limits required by law.

**Personal Property.** Owner is not responsible for any damage to, loss or theft of, any personal property, whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, either actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises.

**Use in Mexico.** Vehicle shall not be taken into Mexico without Owner's prior written consent. Even if Owner's prior written consent, DW, PAI and SLP do not apply to accidents or events that occur in Mexico. Renter must maintain or purchase insurance which shall apply in Mexico, as specified and provided by Owner, prior to taking Vehicle into Mexico.

**Third Party Proceeds.** If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Renter under this Agreement, Renter hereby assigns to Owner its right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Agreement; provided however, certain third parties may have agreed to pay Owner a flat fee for this rental in lieu of Owner's "day" charges or the per diem rents under the applicable insurance policy. In such event, the flat fee might exceed or be less than a normal "day" charge as calculated under this Agreement, or the per diem benefits. Regardless of amounts paid under such flat fee agreement, third party payments shall not be applied to vehicle grades or optional products (beyond those provided by the third party); or rental days beyond those billed by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.

**Power of Attorney.** Renter hereby grants and appoints to Owner a Limited Power of Attorney:

- To present insurance claims of any type to Renter's insurance carrier and/or credit card company if:
  - Vehicle is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages; or
  - Any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims;
- To endorse Renter's name to entitle Owner to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

**Severability.** If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

**Limitation of Remedy/No Consequential Damages.** If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and AAD(s) and Renter's and AAD(s)' sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata

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daily rental rate for the period in which Renter or AAD(s) did not have use of Vehicle or substitute Vehicle. **RENTER AND AAD(S) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR AAD(S). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR AAD(S).**

**16. Optional Damage Waiver**  
**DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.**

Renter may purchase Damage Waiver (DW) from Owner for an additional fee. If Renter purchases DW, Owner agrees, subject to the actions that invalidate DW listed below, to contractually waive Renter's damage responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary and unless prohibited by law, DW does not apply to lost keys, key fobs, transponders, Optional Accessories, or any liability imposed by law. DW does not apply to damage occurring in Mexico. When deciding whether or not to purchase DW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, you have coverage or protection for such damage or theft, and the amount of your deductible or out-of-pocket risk.

**THE FOLLOWING SHALL INVALIDATE DW:**

- if Vehicle is damaged when used or driven:
    - by any person other than Renter or AAD(s) without Owner's prior written consent;
    - by any person if there is reasonable evidence the driver was impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription;
    - by any person committing a felony or otherwise engaged in a criminal act;
    - in a race or speed contest;
    - to tow or push anything;
    - outside the states authorized on Page 1;
    - under authority of any driver's license that is suspended, revoked, invalid or does not belong to the driver;
    - to transport persons or property for hire;
    - in a wanton or reckless manner or if Vehicle is deliberately damaged;
    - on an unpaved road or off road;
    - to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind; or
  - if Renter misrepresents facts to Owner pertaining to rental, use, or operation of Vehicle; or
  - if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or
  - if Renter fails or refuses to provide Owner, police, or other authorities with a full report of an accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police or other authorities in the investigation of any accident or vandalism.
- e. If Vehicle is stolen and Renter fails to do any of the following:**
- return the original ignition keys and Owner's key tag identifying Vehicle;
  - file a police report within 24 hours after discovering the theft;
  - cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft.

### 17. Optional Supplemental Liability Protection

**THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.**

**THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THIS POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.**

#### SLP Benefits:

Optional Supplemental Liability Protection (SLP) provides Renter with minimum financial responsibility limits (at no charge to Renter) as outlined in the applicable motor vehicle financial responsibility laws of the state where Vehicle is operated AND excess insurance provided by the insurance policy (SLP charge as shown on Page 1 is for the excess insurance only), which supplies Renter and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits reference above and \$1,000,000 Combined Single Limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in this Agreement. The policy does not provide coverage for any loss arising from the use or operation of Vehicle in Mexico. SLP is available for an additional charge as stipulated on Page 1.

#### SLP Exclusions:

For all exclusions, see the SLP policy. Here are a few key exclusions:

- Loss arising out of an accident which occurs while Renter or AAD(s) is under the influence of alcohol or drugs, or other substances unless prescribed by a physician;
- Loss arising out of bodily injury or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household;
- Loss arising out of the operation of Vehicle by any driver who is not Renter or AAD(s);
- Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state;
- Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing, in any state;
- Bodily injury to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by Renter or AAD(s);
- Property damage to property transported or in the care, custody or control of Renter or AAD(s);
- Damage to Vehicle;
- Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information;
- Loss arising out of the use of Vehicle which such use is otherwise in violation of the terms and conditions of the Rental Agreement.

Report SLP Claims to:

Sedgwick CMS

P.O. Box 94950

Cleveland, OH 44101-9550

Phone: 1-888-615-3132 Fax: 1-440-914-2903

### 18. Optional Personal Accident Insurance

**PURCHASE OF PERSONAL ACCIDENT INSURANCE (PAI) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE.**

**THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE PAI POLICY. UPON REQUEST, A COPY OF THE POLICY IS**

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AVAILABLE FOR REVIEW, PAI MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S TENANT'S POLICY OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PAI, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. EMPLOYEES, AGENTS OR ENDORSEES OF VEHICLE OWNER (AS DEFINED IN THE RENTAL AGREEMENT) ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S INSURANCE.

PAI provides Renter and Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PAI is available for an additional charge as stipulated on page 1 of the Rental Agreement. "Renter" is the person who signs the Rental Agreement as Renter.

	Renter	Passenger
Accidental Death, Not to exceed	\$100,000	\$10,000
Accident Medical Expenses, Not to exceed	\$3,500	\$3,500
Accident Ambulance Expense, Not to exceed	\$150	\$150

Accident Aggregate, not to exceed \$130,000 per accident.

PAI benefits for Renter apply to accidents during the Rental Period whether or not Renter is in Vehicle. Passengers are covered only for accidents occurring while they occupy Vehicle. Anyone other than Renter occupying or operating Vehicle shall be considered a "passenger" for the purposes of PAI benefits.

#### Exclusions:

PAI shall not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; aircraft travel, except as a passenger in a licensed craft on a regularly scheduled flight; committing or attempting to commit a criminal offense; accident which occurs while under the influence of alcohol or narcotics, unless prescribed by physician; an accident which occurs while participating in a prearranged or organized race or trial of a vehicle; war or any act of war; or engagement in an illegal occupation. PAI shall not be in effect if Renter converts Vehicle or during any period Renter is in violation of the Rental Agreement. Renter shall be deemed to have converted Vehicle whenever Vehicle is not returned to the Owner by the return date or by the extended return date.

To file PAI claims, obtain a claim form from any rental counter, complete it and return it with a copy of this Agreement to:

Sedgwick CMS

P.O. Box 94950

Cleveland, OH 44101-4950

Phone: 1-888-515-3132 Fax: 1-440-914-2903

#### Roadside Assistance Protection

For roadside assistance call 1-800-307-6666.

When deciding whether or not to purchase optional ROADSIDE-ASSISTANCE PROTECTION (RAP), you may wish to check to determine whether you have other coverage or protection for such services.

ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE. THE PURCHASE OF ROADSIDE ASSISTANCE PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter may purchase optional RAP from Owner for an additional fee. If Renter purchases RAP, Owner agrees, subject to the actions that invalidate DW listed in Paragraph 16, to contractually waive Renter's responsibility for the cost to provide 24/7 roadside assistance (where available) which includes replacement of lost keys (including remote entry devices); flat tire service (if no inflated spare is available, the vehicle will be towed - cost of a replacement tire is not covered by RAP); lockout service (if the keys are locked inside the vehicle); jumpstarts; and fuel delivery service for up to 3 gallons (or equivalent liters) of fuel if Vehicle is out of fuel. RAP services are only available in the United States and Canada. If Renter does not purchase RAP or RAP is invalidated as set forth above, roadside assistance will be available, but standard charges will apply. RAP does not apply in Mexico.

**20. Telematics Notice and Release.** Vehicle may be equipped with OnStar or another telematics system. Renter acknowledges that such systems utilize cellular telephone and/or radio signals to transmit data and communication and, therefore, privacy cannot be guaranteed. Renter authorizes use or disclosure of or access to call location information concerning Renter or other users of the service, automatic crash notification to any person for use in the operation of an automatic crash notification system and use of the vehicle location system. Renter releases Owner, operator of the telematics system, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Renter) or property caused by failure of the telematics system to operate properly. Third party service providers are not agents, employees, or contractors of Owner. For limitations concerning warranty, privacy and performance of the telematics system in Vehicle, contact the telematics provider.

**21. Headings.** The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or simplify the terms and conditions of this Agreement.

**22. Release of Information to Third Parties.** Renter agrees Owner may, and Renter expressly authorizes Owner, to provide information in Owner's possession about Renter and AAD(s) including but not limited to such driver's name, address, cellular/mobile and other phone numbers, driver's license and/or credit/debit card information to applicable authorities or other third parties, in connection with this Agreement including, without limitation, providing Renter's personal data to third parties which conduct services on Owner's behalf (such as consumer satisfaction surveys) and consent to Owner or Owner's representatives contacting Renter.

**23. Choice of Law.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the law of the State where this Agreement is executed by Renter without giving effect to the conflict of laws provisions of such State.

**24. Customer Privacy.** Questions regarding privacy should be directed to: customerservice@erac.com; 1 (877) 858-3884 or Enterprise Rent-A-Car, Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.



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