

**MODIFICATION #4
TO
CONTRACT NUMBER DGS-111212-ENTM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
ENTERPRISE RAC COMPANY OF MARYLAND, LLC**

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DGS" (Virginia Department of General Services) and ENTERPRISE RAC COMPANY OF MARYLAND, LLC, hereinafter referred to as "Contractor," relating to DGS-111212-ENTM, dated December 19, 2011, hereinafter referred to as the "Contract" or "Agreement." This Modification #4 is hereby incorporated into and made an integral part of Contract DGS-111212-ENTM.

The purpose of this Modification #4 is to document both parties' agreement to: I) renew contract for one (1) year and II) revise Terms and Conditions as required by regulatory changes, and III) revise Attachment A, entitled "Services and Pricing Schedule."

I. **Reference:** Contract DGS-111212-ENTM, Paragraph 4, entitled "Renewal of Contract,"

In accordance with the above mentioned reference, both parties hereby agree to renew the above-referenced contract for an additional one (1) year period, beginning January 17, 2016 through January 16, 2017.

II. **Reference:** Contract DGS-111212-ENTM, Paragraph 18, entitled "Changes to the Contract," Subparagraph B.1 which allows for changes within the general scope of the Contract at any time by written notice to the Contractor.

a. Revise Paragraph 24 to read:

24. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Contractors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the Contract being rejected.

If the dollar value of any single reservation exceeds \$50,000 the following shall apply. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

A. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- B. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

b. Revise Paragraph 33 to read:

33. eVA ORDERS AND CONTRACTS: This Contract may result in multiple purchase order(s) if the dollar value of any single reservation exceeds \$50,000 the applicable eVA transaction fee shall be assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- III. **Reference:** Contract DGS-111212-ENTM, Replace Attachment A, entitled ““Services and Pricing Schedule,” attached hereto and incorporated herein, to reflect the Revision to Section V, entitled “Driver Protection Products,” Paragraph E, entitled DGS Points-of-Contact. Update change in Contracting Officer information.

Notwithstanding the above, this Modification #4 is effective immediately upon its final execution unless otherwise stated herein.

The foregoing is the complete and final expression of the parties' agreement to modify Contract DGS-111212-ENTM and cannot be modified, except by a writing signed by the duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ENTERPRISE RAC COMPANY OF
MARYLAND, LLC

COMMONWEALTH OF VIRGINIA

By: *Rebecca Neff*

By: *Linda W. Arrington*

Name: Rebecca Neff
Printed Name

Name: Linda W. Arrington, CPPB, VCO
Printed Name

Title: Vice President of Finance

Title: Procurement Manager, DGS CPU

Date: 1/5/2016

Date: 1/15/2016

**ATTACHMENT A
TO
CONTRACT DGS-111212-ENTM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
ENTERPRISE RAC COMPANY OF MARYLAND, LLC**

***SERVICES AND PRICING SCHEDULE
EFFECTIVE JANUARY 17, 2016***

Attachment "A" is hereby incorporated into and made an integral part of Contract Number DGS-111212-ENTM between the Commonwealth of Virginia's Department of General Services, ("Commonwealth" or "State" or "DGS") and ENTERPRISE RAC COMPANY OF MARYLAND, LLC ("Enterprise" or "Contractor").

In the event of any discrepancy between this Attachment "A" and Contract Number DGS-111212-ENTM, the provisions of Contract DGS-111212-ENTM shall control.

I. **DRIVERS:**

Employees of an Authorized User or those individuals contracted by the Commonwealth to perform services may rent and operate vehicles under this Agreement when on official business and while acting within the scope of their employment duties, unless such individual has been designated as non-rental eligible and placed on a Do Not Rent list. Drivers must be 21 years of age or older and hold a valid driver's permit.

II. **SERVICE REQUIREMENTS:**

A. **Communications and Marketing Plan:**

Contractor shall assist DGS/OFMS in its communications in marketing this Service to eligible Authorized Users.

Contractor shall submit all questions related to the eligibility of a proposed Authorized User of this Contract to the Contract Administrator/Compliance contact.

B. **Standards of Conduct – Contractor Staff:**

1. Contractor shall not release any proprietary information of the Commonwealth or an Authorized User. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.
2. Contractor's employees shall exhibit professional conduct at all times and shall demonstrate a high level of customer service.

3. Contractor shall be responsible for controlling employee conduct, assuring that its employees and representatives professional, courteous manner, and assuring that they are not engaging in any criminal activity.
4. Contractor's employees shall be capable of communicating and comprehending the English language (both verbally and in writing) to Full Professional Proficiency (as defined by Interagency Language Roundtable "ILR" Level 4 standards), and as demonstrated by the ability to use English fluently and accurately at all levels pertinent to professional and Contract needs, with the ability to be completely, fully, and easily understood by the end-user.
5. Contractor shall perform services in a first-class, skillful manner.
6. Contractor staff shall be required to perform all duties and responsibilities in accordance with their respective personnel policies governing standards of work performance and professional conduct.

C. Standards of Conduct – Drivers:

1. Authorized drivers shall take the same care and follow the same precautions as when driving a Commonwealth fleet vehicle and should follow the same policies and procedures as written by the Authorized User.
2. Drivers deemed by the Commonwealth to have exhibited unprofessional conduct, including but not limited to, verbal abuse or sexual harassment of Contractor's employees, intentional damage to or misuse of vehicle, unauthorized travel, operation of a rental vehicle while intoxicated or under the influence of an illegal substance, lose their vehicle rental privileges under this Contract and be placed on the Contractor's Do Not Rent list.

D. Do Not Rent Listing:

An individual may be added to the Contractor's Do Not Rent Listing at any time. A Do Not Rent Listing can be issued for, but is not limited to: failure to pay, unauthorized travel, operation of a rental vehicle while intoxicated or under the influence of an illegal substance, or using a rental vehicle for purposes other than designated by contract. .

The Do Not Rent declaration would occur at the time of rental once put on the Do Not Rent List. Once on the Do Not Rent List, it will follow the individual and prohibit renting, whether the Do Not Rent status occurred during business rental travel or personal use travel.

PROCEDURES FOR ADDING A CUSTOMER INTO THE DO NOT RENT "Customer Warning" DATABASE**:

1. Contractor will include an individual customer in its "Customer Warning" database after one of the following items listed above; but not limited to, has occurred.

2. The individual customer is referenced by driver's license and as a second identifying piece, phone number given at the time of rental.
3. At the time of rental, an individual customer would not be able to continue in the rental process if the driver's license and phone number match a listing in the Database.
4. The individual customer would be notified that a rental cannot occur at this time.
5. If a remedy is available (examples would be payment of an outstanding rental, etc.) at the time of rental, then every effort would be made to provide a remedy immediately. This is not a guarantee of remedy, nor would all situations allow for removal from the Customer Warning Database.

**Procedures outlined above are for general illustrative purposes only and may be updated locally as the standard operating procedures of the Contractor. These procedures are established as a guideline and would follow by determination all laws and regulations of the Commonwealth.

E. Evidence of Insurance:

When requested by the Authorized User or driver, Contractor shall furnish evidence of insurance to the Authorized User or driver.

F. Rental Period:

Contractor shall provide vehicles for round trip and one-way travel.

Rental period options shall be:

1. Half-day: Defined as a consecutive period of four (4) hours or less during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
 - a. Half-Day rates shall be available via a special half-day rate customer identification number assigned by the Contractor. This number shall be used in all instances where a half-day rate is requested.
 - b. Vehicle shall be picked-up and dropped-off on the same day.
 - c. Half-day rate shall apply to vehicles picked-up and dropped-off and the time periods shall be the following:
 - i. 8:00 a.m. through 12 Noon
 - ii. 1:00 p.m. through 5:00
 - d. One (1) hour grace period shall not apply to Half-day rentals.

- e. Any Half-day rental period exceeding four (4) hours will be considered a Daily rental, as defined below in Item 2, entitled "Daily."
- 2. Daily: Defined as one (1) consecutive 24-hour time period with a one (1) hour grace period.
- 3. Weekly: Defined as seven (7) consecutive 24-hour periods.
- 4. Monthly: Defined as thirty (30) consecutive 24-hour periods.
- 5. Week-end: Defined as three (3) consecutive 24-hour periods beginning on Friday and ending on Monday. The end time shall be exactly 72 hours after the starting time on Friday before.
- 6. One-way Travel:
 - a. Within the boundaries of the Commonwealth of Virginia shall be permitted at no additional cost when vehicle is returned to a non-airport location.
 - b. Outside the boundaries of the Commonwealth of Virginia may be assessed an additional fee as outlined below in Section VI, entitled "Pricing Schedule," Subsection C, entitled "One-Way Travel Charge."

G. Rental Pick-up/Return:

- 1. Pick-up:
 - a. Authorized User shall have the option of walk-in or pick up from the Contractor's Commonwealth locations at no additional charge.
 - b. The reservation start time of the rental period shall begin at the time of acceptance by an Authorized User.
- 2. Return:
 - a. The reservation end time of the rental period shall be determined at the time of vehicle key return, at which point charges will stop accruing, except in cases where the Authorized User utilize the Contractor's drop box service (see Item "c" below.)
 - b. Authorized Users who return vehicles after the 24-hour rental period, but within the 25th hour, will not be assessed an additional charge. Vehicles returned after the grace period may be assessed an hourly fee of 33% of the then current vehicle classification rental rate until that hourly fee equals the Daily rental rate of that vehicle classification.
 - c. In the event where the rental vehicle is returned outside the boundaries of the Commonwealth of Virginia, normal one-way rental charges as reflected in the

then current Pricing Schedule shall apply. The Authorized User should notify the renting branch in advance of the one-way drop outside the Commonwealth. One-way rental charges will be added to the Contractor's invoice.

- d. Vehicles returned to airport locations shall be accessed a "One-Way Charge" as delineated in the then current Pricing Schedule reflected below in Section VI, entitled "Pricing Schedule," Subsection C, entitled "One-Way Travel Charge."
- e. Authorized User may utilize the Contractor's drop box service for after hour returns. If utilized, charges shall accrue at the normal rate and time period until the Contractor's opening time on the following business day.
- f. The Authorized User agrees to pay Contractor for all rentals and other amounts owed by an Authorized User under a Rental Contract relating to a Business Use rental not timely paid by such Authorized User.

H. **ORDERS / VEHICLE RESERVATIONS:**

Authorized Users may order Services from this Contract by any of the following methods:

1. Contractor's On-line Reservation System accessed via the Commonwealth's Office of Fleet Management Services website (<http://www.dgs.virginia.gov/fleet/>);
2. Contractors website (<http://www.enterprise.com>); under "Make a rental reservation." You will need your Commonwealth Public Body customer Identification number, which can be obtained from the Contractor at 1-800-261-7331 or 1-877-881-5500;
3. On-site at any Contractor location, or;
4. An eVA order, which shall be issued by any Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov> when any one (1) rental invoice exceeds \$50,000.

This ordering authority is solely limited to issuing orders for vehicle reservation Services available under this Agreement.

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER COMMONWEALTH ENTITY HAVE THE AUTHORITY TO MODIFY THIS AGREEMENT.

Authorized Users providing a 48-hour reservation notice shall be guaranteed the specific vehicle classification requested. Authorized Users providing less than a 48-hour reservation notice shall not be guaranteed a specific vehicle classification.

I. **Reservation Cancellations:**

There will be no charge to an Authorized User for a cancelled reservation provided that

the Authorized User has canceled the reservation prior to the Contractor dispatching a vehicle to the Authorized User's location. Should the Contractor receive a reservation cancellation after having already dispatched a vehicle to the Authorized User's location then the Contractor may charge a fee equivalent to, or less, than the contract's Half-Day pricing, as reflected on any then-current contract term Pricing Schedule. (See Section VI ("Pricing Schedule") below; Subsections A or B, half-day rates)

J. **Restrictions:**

Luxury vehicles and high performance vehicles (sports cars) are not within the scope of this Agreement and shall not be offered to Authorized Users.

K. **Roadside Assistance Protection (RAP):**

1. Included with each rental, Contractor shall provide emergency Roadside Assistance around-the-clock, 365 days-a-year (24x7x365) from any location within the United States for mechanical breakdowns. A toll free assistance line shall be provided to each driver with each rental.

Contractor shall provide pick-up and/or drop-off service to repair facility during normal business hours, generally defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern time, based upon location.

2. Authorized Users shall have the option to also purchase a Roadside Assistance Protection plan from Contractor at the origination of rental reservation, where available. Under the optional Roadside Assistance Protection plan, in addition to emergency Roadside Assistance services in K.1 above, Contractor will also provide:
 - a. replacement of lost keys (including remote entry devices),
 - b. flat tire service (if no inflated spare is available, then the vehicle will be towed)*,
 - c. lockout service (if keys are locked inside the vehicle),
 - d. jump-starts, and
 - e. fuel delivery services for up to three (3) gallons of fuel if a vehicle is out of fuel.

*Note - Cost of a replacement tire is not covered by Roadside Assistance Protection.

Pricing for this Roadside Assistance Protection service shall be invoiced as outlined in Section VI, entitled "Pricing Schedule," Subsection D, entitled "Roadside Assistance Program (RAP)" below.

Roadside Assistance Protection is void and of no force or effect if at the time of the incident the driver was using the vehicle in violation of the terms and conditions of this Contract or any of the actions that invalidate the damage waiver. In such cases, roadside assistance will be available, but standard charges will apply.

3. If an Authorized User elects not to purchase Roadside Assistance Protection but sustains a breakdown that must use any of the services offered through the Roadside Protection Plan, then the Contractor shall be permitted to invoice the Authorized User for those Roadside Assistance services used including, but not limited to, replacement of lost keys (including remote entry devices), flat tire service, tire replacement, lockout service (if the keys are locked inside the vehicle), jump-starts, and fuel delivery service for up to three (3) gallons of fuel, etc., at a cost not to exceed Contractor's actual paid invoice cost, as evidenced by a copy of actual paid invoice, which Contractor shall provide when invoicing for such services.

L. Service Locations:

1. The Contractor shall have a sufficient number of service locations in order to service all counties and cities within the Commonwealth of Virginia Districts reflected below:
 - a. **Northern Virginia District 9** (includes Arlington, Fairfax, Loudoun, and Prince William counties)
2. See Contractor's website, www.enterprise.com for specific service location addresses and contact information.

M. Special Offers and Promotions:

Special Offers and Promotions shall be made available in instances when the Base Rental Fee chosen does not include Liability and Loss Damage Waiver Fee for rentals originating within the Commonwealth of Virginia.

At its sole discretion, Contractor may offer temporary discounts or promotions to the Commonwealth or any Authorized User of this Agreement. If the Contractor offers a temporary promotion to any Authorized User or Public Body entity within the Commonwealth, then Contractor will extend the promotional offer to all Authorized Users.

N. Upgrades:

Whenever reservations are made 48 hours in advance and the vehicle class requested is not available at the time of pick-up an upgrade shall be provided at no additional cost. Upgrades to luxury or sport class vehicles shall not be allowed.

O. Vehicle Acceptance:

All vehicles shall be given a thorough walk around inspection noting its operating condition and body or other damage before being accepted by the driver.

P. Web Site Functionality:

Contractor shall make available a functioning, intuitive, and user-friendly web site for the Authorized User's to place vehicle rental reservations. The Contractor shall host and maintain the web site at no expense to the Commonwealth for the term of this

agreement.

III. **SAFETY REQUIREMENTS:**

Vehicles shall conform to all Federal and State Safety Standards and Regulations, including but not limited to those published by the United States' Department of Transportation's National Highway Traffic Safety Administration and the Commonwealth of Virginia's Department of Motor Vehicles' Board of Transportation Safety.

IV. **VEHICLE REQUIREMENTS:**

A. **Americans with Disabilities Act (ADA):**

Contractor shall comply with ADA or the specific requirements of the traveler. Contractor shall provide mobility-impaired features and controls, including but not limited to, hand controls, spinner knobs and pedal extenders, at no additional charge.

B. **Classifications:**

In addition to the specifications listed below all vehicles shall feature factory installed air conditioning, power steering, power brakes, automatic transmission, and driver side air bag. Vehicles shall also feature factory installed anti-lock braking system (ABS) when available at the rental location. Contractor shall provide the following vehicle classifications:

1. Car, Economy: 2-4 passenger seating. Chevrolet Aveo or similar.
2. Car, Compact: 4-5 passenger seating, 4-cylinder or better performance, and four (4) doors. Nissan Versa or similar.
3. Car, Intermediate: 4-5 passenger seating. Toyota Corolla or similar.
4. Car, Standard: 4-5 passenger seating. Ford Fusion or similar.
5. Car, Full Size: 4-5 passenger seating. Chevrolet Impala or similar.
6. Sports Utility Vehicle (SUV), Intermediate: 5 passenger seating. Ford Escape or similar.
7. SUV, Standard: 5 passenger seating. Jeep Grand Cherokee or similar.
8. SUV, Large: 7 passenger seating. Chevrolet Suburban, Ford Expedition, or similar.
9. Truck, Box, 15-16': 2-3 passenger seating. General Motors Corporation (GMC) W4500 or similar.

10. Truck, Box, 24': 2-3 passenger seating. International 4300 or similar.
11. Truck, Box, 26': 2-3 passenger seating. International 4300 or similar.
12. Truck, Cutaway: 2-passenger seating. Chevrolet 3500 or similar.
13. Truck, Stakebed, 20-24': 2-3 passenger seating. International 4300 or similar.
14. Pickup Truck, ½ Ton, 2-5 passenger seating. May not be available in all regions. Ford F150.
15. Pickup Truck, ¾ Ton: 2-5 passenger seating. Ford F250 or similar.
16. Van, Mini: 6-7 passenger seating, 6-cylinder or better performance, and dual airbags. Cruise control and rear wipers are preferred. Chrysler Town & Country or similar.
17. Van, Passenger: 12-15-passenger seating, 8-cylinder performance, and dual airbags. GM Express or similar.
18. Van, Cargo: 2-passenger seating. Minimum cargo payload of 2,000 pounds, minimum 8' cargo bed, door opening to be at least 48" wide and 48" high. Chevy E250 or similar.
19. Other vehicle styles and models may be added **with prior written notification and approval** by the DGS Contracting Officer.

C. **Higher Miles-Per-Gallon (MPG) and Hybrid Vehicles Preferred:**

The Contractor shall make first available those cars that get higher MPG including hybrid vehicles.

D. **Fuel Requirement:**

1. Contractor shall provide vehicles which have a full tank of fuel at the time of pick up.
2. The Authorized User shall return vehicle with a full tank of fuel.

E. **Model Year:**

The Contractor shall provide a vehicle which is either a current or previous year's production model.

F. **Vehicle Defects:**

The Contractor shall repair, at their expense, any mechanical, electrical or other malfunction which occurs as a result of ordinary wear and tear or manufacturer's defect.

G. Vehicle Mileage:

The Contractor shall provide vehicles for which the odometer reflects no more than 30,000 original miles at the time of delivery.

V. DRIVER PROTECTION PRODUCTS:

In addition to the insurance and indemnity requirements found elsewhere in this Agreement, the following products are included in every rental to an Authorized User which is covered by the self-insurance plan administered by the Virginia Department of the Treasury's Division of Risk Management. Such products are included in the Base Rental Charges in the U.S. under this Agreement. Should an Authorized User which is not an entity covered by the self-insurance plan wish to order Services hereunder, the order shall specify whether the following products are desired:

A. Collision Damage Waiver (CDW) for Business Rentals:

For rentals to Authorized Users' employees ("Employee" or "Driver") for business use who are 21 years old or older only, the Base Rental Charges include full CDW (with no deductible) upon the terms and subject to the limitations set forth in the Contractor's then-current standard form of rental contract ("Rental Contract"). Certain exclusions apply for Collision Damage Waiver; please reference the Rental Contract for information regarding these exclusions.

B. Supplemental Liability Protection (SLP) for Rent-A-Car Business Rentals:

For rentals to Authorized Users' employees ("Employees" or "Driver") for business use who are 21 years old or older only and hold a valid driver's permit, the Base Rental Charges include SLP providing liability insurance for accidents arising out of the operation or use of the rental vehicle with combined single limits of \$1,000,000 for bodily injury or death and property damage per occurrence upon the terms and subject to the limitations set forth in Enterprise's then-current standard form rental contract ("Rental Contract") and in the insurance policy which provides the SLP (SLP not available in Alaska). SLP excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental vehicle. Protection is subject to the provisions of the Rental Contract and the SLP policy issued by Empire Fire and Marine Insurance Company, or any then-current Contractor insurance service provider. A Certificate of Insurance naming Customer as an Insured will be issued by Empire Fire and Marine Insurance Company upon request. Occasional personal use during business rental period is allowed. In the case of personal use of the vehicle when rented for business purposes, spouses of current employees of an Authorized User will be considered an additional Driver.

C. SLP for Rent-A-Truck Business Rentals:

For truck rentals to Authorized Users' employees ("Employees" or "Driver"), for business

use who are 21 years old or older only, the Base Rental Charges include SLP providing liability insurance for accidents arising out of the operation or use of the rental vehicle with combined single limits of \$1,000,000 for bodily injury or death and property damage per occurrence upon the terms and subject to the limitations set forth in the Contractor's then-current standard form rental contract ("Rental Contract") and in the insurance policy which provides the SLP (SLP not available in Alaska). SLP excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental vehicle. Protection is subject to the provisions of the Rental Contract and the SLP policy issued by Empire Fire and Marine Insurance Company. A Certificate of Insurance naming Customer as an Insured will be issued by Empire Fire and Marine Insurance Company upon request.

In the event of any discrepancy between a Rental Contract and Contract DGS-111212-ENTM, then the terms of this Contract DGS-111212-ENTM shall control.

D. DELIVERY SCHEDULE:

The delivery schedule of Services shall be as specified by Authorized User at the time of vehicle reservation. If delivery of all Services is not completed within the time specified, then Authorized User may cancel the individual order without further obligation.

E. DGS POINTS-OF-CONTACT:

Contract Administrator/Compliance

Carl Loveland, Business Manager
Department of General Services
Office of Fleet Management Services
2400 West Leigh Street
Richmond, Virginia 23226
Telephone: (804) 367-4352
Fax: (804) 236-3663
Email: carl.loveland@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

Contracting Officer

Linda W. Arrington, CPPB, VCO
Procurement Manager
Department of General Services
Procurement Services
[1100 Bank Street, STE 724](#)
Richmond, Virginia 23219-3639
Telephone: (804) 371-0932
Email: linda.arrington@dgs.virginia.gov
or procurement@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

F. CONTRACTOR POINTS-OF-CONTACT:

Contractor's primary and secondary contacts shall be individuals authorized to handle complaint calls and inquiries about other problems as they may occur. These contact personnel shall be capable of authorizing immediate action when warranted.

The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the DGS Contracting Officer.

Primary Contact

Enterprise RAC Company of Maryland, LLC
Attn: Lisa R. Pickup
Title: Account Manager
7500 Fullerton Road
Springfield, Virginia 22153
Telephone: (703) 455-8234 ext.100
Fax: (703) 342-0380
Cell: (703) 929-4187
E-mail: lisa.r.pickup@ehi.com
Web: www.enterpriseholdings.com

Billing/Administration

Enterprise RAC Company of Maryland, LLC
Attn: Lisa R. Pickup
Title: Account Manager
7500 Fullerton Road
Springfield, Virginia 22153
Telephone: (703) 455-8234 ext.100
Fax: (703) 342-0380
Cell: (703) 929-4187
E-mail: lisa.r.pickup@ehi.com
Web: www.enterpriseholdings.com

Secondary Contact

Enterprise RAC Company of Maryland, LLC
Attn: Rich J. Dampman
Title: Director of Business Rental Sales
23330 Autopilot Drive
Sterling, Virginia 20166
Telephone: (540) 338-2527
Fax: (703) 738-2186
Cell: (703) 930-1588
Email: richard.j.dampman@ehi.com
Web: www.enterpriseholdings.com

Customer Service and Support

Customer Service: 1-800-264-6350
Roadside Assistance: 1-800-307-6666
Reservations: 1-800-261-7331
or 1-877-881-5500

VI. PRICING SCHEDULE:

A. Base Rental Rate for Rentals Originating Within the Commonwealth of Virginia without Liability and Loss Damage Waiver Fee:

These rates are NOT available to entities which are covered by the self-insurance plan administered by the Virginia Department of Treasury’s Division of Risk Management.

Vehicle Classification*	Half Day	Daily	Weekly	Monthly	Weekend
Car:					
Economy	\$24.73	\$32.97	6 x Daily	24 x Daily	3 x Daily
Compact	\$25.50	\$33.99	6 x Daily	24 x Daily	3 x Daily
Intermediate	\$26.28	\$35.02	6 x Daily	24 x Daily	3 x Daily
Or					
Standard					
Full Size	\$27.82	\$36.05	6 x Daily	24 x Daily	3 x Daily

Sport Utility Vehicle (SUV):					
SUV, Intermediate	\$50.21	\$64.87	6 x Daily	24 x Daily	3 x Daily
SUV, Standard	\$50.21	\$64.87	6 x Daily	24 x Daily	3 x Daily
SUV, Large	N/A	\$91.63	6 x Daily	24 x Daily	3 x Daily

Truck:					
Truck, Box, 15-16'	N/A**	\$70.02	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 24'	N/A	\$85.46	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 26'	N/A	\$90.60	6 x Daily	24 x Daily	3 x Daily
Truck, ½ ton, Pick-up	\$37.08	\$49.43	6 x Daily	24 x Daily	3 x Daily
Truck, ¾ ton, Pick-up	\$42.49	\$56.63	6 x Daily	24 x Daily	3 x Daily
Truck, Cutaway	N/A	\$66.93	6 x Daily	24 x Daily	3 x Daily
Truck, Stake Bed, 20-24'	N/A	\$90.60	6 x Daily	24 x Daily	3 x Daily

Van:					
Van, Cargo	N/A	\$46.34	6 x Daily	24 x Daily	3 x Daily
Van, Mini	N/A	\$66.93	6 x Daily	24 x Daily	3 x Daily
Van, Passenger	N/A	\$91.63	6 x Daily	24 x Daily	3 x Daily

* Refer to Section IV of Contract #DGS-111212-ENTM, entitled "Vehicle Requirements," Paragraph B, entitled "Classifications" for vehicle seating capacity and examples of manufacturer and models.

**Not Available

B. Base Rental Rate for Rentals Originating Within the Commonwealth of Virginia with Liability and Loss Damage Waiver Fee:

These rates shall apply to all orders placed by entities which are covered by the self-insurance plan administered by the Virginia Department of Treasury's Division of Risk Management.

Vehicle Classification*	Half Day	Daily	Weekly	Monthly	Weekend
Car:					
Economy	\$25.24	\$33.63	6 x Daily	24 x Daily	3 x Daily
Compact	\$26.00	\$34.67	6 x Daily	24 x Daily	3 x Daily
Intermediate Or Standard	\$26.77	\$35.69	6 x Daily	24 x Daily	3 x Daily
Full Size	\$28.32	\$37.75	6 x Daily	24 x Daily	3 x Daily

Sport Utility Vehicle (SUV):

SUV, Intermediate	\$50.70	\$65.54	6 x Daily	24 x Daily	3 x Daily
SUV, Standard	\$50.70	\$65.54	6 x Daily	24 x Daily	3 x Daily
SUV, Large	N/A**	\$92.66	6 x Daily	24 x Daily	3 x Daily

Truck:

Truck, Box, 15-16'	N/A	\$82.36	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 24'	N/A	\$103.01	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 26'	N/A	\$108.09	6 x Daily	24 x Daily	3 x Daily
Truck, Compact	\$42.77	\$57.30	6 x Daily	24 x Daily	3 x Daily
Truck, Cutaway	N/A	\$72.07	6 x Daily	24 x Daily	3 x Daily
Truck, Full Size	\$42.77	\$57.30	6 x Daily	24 x Daily	3 x Daily
Truck, Stake Bed, 20-24'	N/A	\$108.09	6 x Daily	24 x Daily	3 x Daily

Van:

Van, Cargo	N/A	\$57.30	6 x Daily	24 x Daily	3 x Daily
Van, Mini	N/A	\$67.60	6 x Daily	24 x Daily	3 x Daily
Van, Passenger	N/A	\$92.66	6 x Daily	24 x Daily	3 x Daily

* Refer to Section IV of Contract #DGS-111212-ENTM, entitled "Vehicle Requirements," Paragraph B, entitled "Classifications" for vehicle seating capacity and examples of manufacturer and models.

**Not Available

C. One-Way Travel Charge:

1. When Vehicle is Returned to Contractor's Non-Airport Branch Location:
 - a. Within the boundaries of the Commonwealth: No Charge
 - b. Outside the boundaries of the Commonwealth: \$1.05/mile
2. When Vehicle is Returned to Contractor's Airport Branch Location:
 - a. Dulles International Airport: \$77.22
 - b. Reagan National Airport: \$77.22

D. Roadside Assistance Protection (RAP): Not to Exceed \$4.14/Day

E. Collision Damage Waiver (CDW):

1. Economy to Full-size car: Not to Exceed \$15.46/Day
2. Premium car through Full-size SUV: Not to Exceed \$18.55/Day
3. 12/15 Passenger Van: Not to Exceed \$21.63/Day

F. Supplemental Liability Protection (SLP): Not to Exceed \$13.40/Day

G. Optional Global Positioning System (GPS) Onboard Portable Navigation System:

Not to Exceed \$11.34/Day

H. Virginia Airport and Fixed Base Operation (FBO) Location Fees:

Fees shall be invoiced at the rates reflected below or the then current rates reflected on the individual Airport or FBO's publicly posted Pricing Schedule.

1. Virginia Airport Locations:

Location	Access Fee	Concession Recovery Fee	Customer Facility Fee
Blacksburg Airport	N/A	11.11%	N/A
Dulles International Airport	11.11%	N/A	N/A
Lynchburg Airport	N/A	11.11%	N/A
Newport News Airport	N/A	11.11%	\$3.00/Day
Norfolk International Airport	N/A	11.11%	\$0.62/Day
Reagan National Airport	11.11%	N/A	N/A
Richmond International Airport	N/A	11.11%	\$1.70/Day
Roanoke Airport	N/A	11.11%	N/A

2. Virginia FBO Locations:

Location	Access Fee	Concession Recovery Fee	Customer Facility Fee
Aero Industrial Aviation	N/A	N/A	N/A
Airport Authority	N/A	N/A	N/A
Atlantic Aviation	N/A	11.11%	\$3.00/Day
Blue Ridge Airport	N/A	N/A	N/A
Central Virginia Aviation	N/A	N/A	N/A
Crewe Municipal Airport	N/A	N/A	N/A
Culpeper County Reg. Airport	N/A	N/A	N/A
Dominion Aviation	N/A	N/A	N/A
Dulles/Private Airport Hawthorn	11.11%	N/A	N/A
Executive Air	N/A	N/A	N/A
Falwell Aviation	N/A	N/A	N/A
Franklin Municipal Airport	N/A	N/A	N/A
General Aviation Danville	N/A	N/A	N/A

Glick Fields Inc.	N/A	N/A	N/A
Hampton Roads Exec Airport	N/A	N/A	N/A
Heart of Virginia Aviation (Farmville/Ashland)	N/A	N/A	N/A
Horizon Aviation	N/A	N/A	N/A
Hummel Aviation LLC	N/A	N/A	N/A
Landmark Aviation Charlottesville	N/A	N/A	N/A
Landmark Aviation Roanoke	N/A	11.11%	\$1.70/Day
Landmark Aviation/Norfolk	N/A	N/A	N/A
Million Air Richmond	N/A	11.11%	N/A
Mountain Empire Aviation	N/A	N/A	N/A
New Kent County	N/A	N/A	N/A
New London Airport	N/A	N/A	N/A
New River Valley Airport	N/A	N/A	N/A
Richmond Jet Center	N/A	11.11%	\$1.70/Day
Rick Aviation	N/A	11.11%	\$3.00/Day
Shenandoah Airport	N/A	N/A	N/A
Skylark Aviation	N/A	N/A	N/A
Suffolk Airport	N/A	N/A	N/A
Twin County Airport	N/A	N/A	N/A
Virginia Aviation Retail	N/A	N/A	N/A
Virginia Highlands Airport	N/A	N/A	N/A
Virginia Tech/Montgomery Co. Airport	N/A	N/A	N/A
West Point Aviation	N/A	N/A	N/A
Williamsburg Jamestown Airport	N/A	N/A	N/A

**MODIFICATION #3
TO
CONTRACT NUMBER DGS-111212-ENTM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
ENTERPRISE RAC COMPANY OF MARYLAND, LLC**

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DGS" (Virginia Department of General Services) and ENTERPRISE RAC COMPANY OF MARYLAND, LLC, hereinafter referred to as "Contractor," relating to DGS-111212-ENTM, dated December 19, 2011, hereinafter referred to as the "Contract" or "Agreement." This Modification #3 is hereby incorporated into and made an integral part of Contract DGS-111212-ENTM.

The purpose of this Modification #3 is to document both parties' agreement to: I) renew contract for one (1) year and II) revise Terms and Conditions as required by regulatory changes, and III) revise Attachment A, entitled "Services and Pricing Schedule."

I. **Reference:** Contract DGS-111212-ENTM, Paragraph 4, entitled "Renewal of Contract,"

In accordance with the above mentioned reference, both parties hereby agree to renew the above-referenced contract for an additional one (1) year period, beginning January 17, 2015 through January 16, 2016.

II. **Reference:** Contract DGS-111212-ENTM, Paragraph 18, entitled "Changes to the Contract," Subparagraph B.1 which allows for changes within the general scope of the Contract at any time by written notice to the Contractor.

a. Revise Paragraph 5 to read:

5. AUTHORIZED REPRESENTATIVES:

This Contract may be modified in accordance with § 2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000, whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or their authorized designee.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Director, DGS Procurement
Department of General Services
Procurement Services Unit
1100 Bank Street, Suite 724
Richmond, Virginia 23219-3639
Email:
procurement@dgs.virginia.gov

CONTRACTOR

Enterprise RAC Company of Maryland, LLC
Attn: Rich Dampman
Director of Business Rental Sales
23330 Autopilot Drive
Sterling, Virginia 20166
Tel: (540) 338-2527
Fax: (703) 738-2186
Cell: (703) 930-1588
Email: richard.j.dampman@ehi.com

b. Revise Paragraph 11 to read:

11. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

c. Revise Paragraph 21, entitled “**Insurance**,” sub-paragraph C, entitled “Commercial General Liability” to read: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

d. Revise Paragraph 24 to read:

24. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

A. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- B. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

e. Revise Paragraph 33 to read:

33. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

This Contract may result in multiple purchase order(s) if the dollar value of any single reservation **exceeds \$50,000**. In such an event, the eVA transaction fee specified below will be assessed for each order.

A. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 0.75%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at \$1,500 per order.

B. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

- f. Revise Paragraph 35, entitled “**Invoices and Payment,**” Subsection B.2 to add the following sentence at the end of the paragraph: “**Charge card transaction fees shall not be applied to any invoice issued to the Commonwealth or any Authorized User.**”

- g. Revise Paragraph 38, entitled “**Reporting Requirements,**” Section B to read:

- B. Monthly Report on Utilization of Department of Small Business and Supplier Diversity (DSBSD) Certified Small, Women and Minority (SWaM)-Owned Businesses:

Contractor shall provide a monthly report on the utilization of DSBSD-certified SWaM owned businesses which reflects actual dollars expended year to date, by month, with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.

The following information shall be provided in an electronic spreadsheet format as follows:

Firm Name & Phone Number	SWaM Cert. #	SWaM * Type	T.I.N.	NIGP Code and Description of Services	Amount (\$)
Example: ABC Company, Inc. (123) 456-7890	123456	SW	12-3456789	92815 Automobile and Other Passenger Vehicles Maintenance and Repair	\$123,456.78
TOTAL					\$123,456.78

*Small (Small), Woman-owned (W), Minority-owned (M) or combination (i.e., SW, SM, etc.)

Contractors shall submit this report no later than the 5th of each month in electronic format via email to procurement@dgs.virginia.gov.

- h. Revise Paragraph 38, entitled “**Reporting Requirements,**” Section C to read:

- C. Report on Utilization of Non-DSBSD Certified SWaM-Owned Businesses:

Contractor shall provide a report at the completion of the contract term showing the utilization on non-DSBSD-certified SWaM businesses which reflects actual dollars expended year to date, by month, with such businesses on this contract.

The electronic report format shall be identical to the format set forth for reports of “Utilization of DSBSD-certified SWaM-Owned Businesses” and be submitted via email to procurement@dgs.virginia.gov no later than the last calendar business day of the month following the applicable reporting period .

- i. Revise Paragraph 39, entitled “**Small Business Subcontracting**” to read:

It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All Contractors are required to submit a Small Business Subcontracting Plan. Unless the Contractor is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No Contractor or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD). If small business subcontractors are used, the prime Contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- III. **Reference:** Contract DGS-111212-ENTM, Replace Attachment A, entitled ““Services and Pricing Schedule,” attached hereto and incorporated herein, to reflect the following:

- a. Revision to Section V, entitled “Driver Protection Products,” Paragraph E, entitled DGS Points-of-Contact. Update change in Contracting Officer information.
- b. Revision to Section V, entitled “Driver Protection Products,” Paragraph F, entitled Contractor Points-of-Contact. Update changes to Primary and Secondary Contact’s information.
- c. Revision to Section VII, entitled “Pricing Schedule” to reflect 1.7% allowable CPI increase effective January 17, 2015 (Reference Paragraph 37, entitled “Price Protection/ Adjustments.”)

Notwithstanding the above, this Modification #3 is effective immediately upon its final execution unless otherwise stated herein.

The foregoing is the complete and final expression of the parties' agreement to modify Contract DGS-111212-ENTM and cannot be modified, except by a writing signed by the duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ENTERPRISE RAC COMPANY OF
MARYLAND, LLC

COMMONWEALTH OF VIRGINIA

By: Michelle Bosch

By: Linda W. Arrington

Name: Michelle Bosch
Printed Name

Name: Linda W. Arrington, CPPB, VCO
Printed Name

Title: VP/GM

Title: Procurement Manager, DGS CPU

Date: 1/16/15

Date: 1/16/15

**ATTACHMENT A
TO
CONTRACT DGS-111212-ENTM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
ENTERPRISE RAC COMPANY OF MARYLAND, LLC**

***SERVICES AND PRICING SCHEDULE
EFFECTIVE JANUARY 17, 2015***

Attachment "A" is hereby incorporated into and made an integral part of Contract Number DGS-111212-ENTM between the Commonwealth of Virginia's Department of General Services, ("Commonwealth" or "State" or "DGS") and ENTERPRISE RAC COMPANY OF MARYLAND, LLC ("Enterprise" or "Contractor").

In the event of any discrepancy between this Attachment "A" and Contract Number DGS-111212-ENTM, the provisions of Contract DGS-111212-ENTM shall control.

I. **DRIVERS:**

Employees of an Authorized User or those individuals contracted by the Commonwealth to perform services may rent and operate vehicles under this Agreement when on official business and while acting within the scope of their employment duties, unless such individual has been designated as non-rental eligible and placed on a Do Not Rent list. Drivers must be 21 years of age or older and hold a valid driver's permit.

II. **SERVICE REQUIREMENTS:**

A. **Communications and Marketing Plan:**

Contractor shall assist DGS/OFMS in its communications in marketing this Service to eligible Authorized Users.

Contractor shall submit all questions related to the eligibility of a proposed Authorized User of this Contract to the Contract Administrator/Compliance contact.

B. **Standards of Conduct – Contractor Staff:**

1. Contractor shall not release any proprietary information of the Commonwealth or an Authorized User. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.
2. Contractor's employees shall exhibit professional conduct at all times and shall demonstrate a high level of customer service.

3. Contractor shall be responsible for controlling employee conduct, assuring that its employees and representatives professional, courteous manner, and assuring that they are not engaging in any criminal activity.
4. Contractor's employees shall be capable of communicating and comprehending the English language (both verbally and in writing) to Full Professional Proficiency (as defined by Interagency Language Roundtable "ILR" Level 4 standards), and as demonstrated by the ability to use English fluently and accurately at all levels pertinent to professional and Contract needs, with the ability to be completely, fully, and easily understood by the end-user.
5. Contractor shall perform services in a first-class, skillful manner.
6. Contractor staff shall be required to perform all duties and responsibilities in accordance with their respective personnel policies governing standards of work performance and professional conduct.

C. Standards of Conduct – Drivers:

1. Authorized drivers shall take the same care and follow the same precautions as when driving a Commonwealth fleet vehicle and should follow the same policies and procedures as written by the Authorized User.
2. Drivers deemed by the Commonwealth to have exhibited unprofessional conduct, including but not limited to, verbal abuse or sexual harassment of Contractor's employees, intentional damage to or misuse of vehicle, unauthorized travel, operation of a rental vehicle while intoxicated or under the influence of an illegal substance, lose their vehicle rental privileges under this Contract and be placed on the Contractor's Do Not Rent list.

D. Do Not Rent Listing:

An individual may be added to the Contractor's Do Not Rent Listing at any time. A Do Not Rent Listing can be issued for, but is not limited to: failure to pay, unauthorized travel, operation of a rental vehicle while intoxicated or under the influence of an illegal substance, or using a rental vehicle for purposes other than designated by contract. .

The Do Not Rent declaration would occur at the time of rental once put on the Do Not Rent List. Once on the Do Not Rent List, it will follow the individual and prohibit renting, whether the Do Not Rent status occurred during business rental travel or personal use travel.

PROCEDURES FOR ADDING A CUSTOMER INTO THE DO NOT RENT "Customer Warning" DATABASE**:

1. Contractor will include an individual customer in its "Customer Warning" database after one of the following items listed above; but not limited to, has occurred.

2. The individual customer is referenced by driver's license and as a second identifying piece, phone number given at the time of rental.
3. At the time of rental, an individual customer would not be able to continue in the rental process if the driver's license and phone number match a listing in the Database.
4. The individual customer would be notified that a rental cannot occur at this time.
5. If a remedy is available (examples would be payment of an outstanding rental, etc) at the time of rental, then every effort would be made to provide a remedy immediately. This is not a guarantee of remedy, nor would all situations allow for removal from the Customer Warning Database.

**Procedures outlined above are for general illustrative purposes only and may be updated locally as the standard operating procedures of the Contractor. These procedures are established as a guideline and would follow by determination all laws and regulations of the Commonwealth.

E. Evidence of Insurance:

When requested by the Authorized User or driver, Contractor shall furnish evidence of insurance to the Authorized User or driver.

F. Rental Period:

Contractor shall provide vehicles for round trip and one-way travel.

Rental period options shall be:

1. Half-day: Defined as a consecutive period of four (4) hours or less during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
 - a. Half-Day rates shall be available via a special half-day rate customer identification number assigned by the Contractor. This number shall be used in all instances where a half-day rate is requested.
 - b. Vehicle shall be picked-up and dropped-off on the same day.
 - c. Half-day rate shall apply to vehicles picked-up and dropped-off and the time periods shall be the following:
 - i. 8:00 a.m. through 12 Noon
 - ii. 1:00 p.m. through 5:00
 - d. One (1) hour grace period shall not apply to Half-day rentals.

- e. Any Half-day rental period exceeding four (4) hours will be considered a Daily rental, as defined below in Item 2, entitled "Daily."
- 2. Daily: Defined as one (1) consecutive 24-hour time period with a one (1) hour grace period.
- 3. Weekly: Defined as seven (7) consecutive 24-hour periods.
- 4. Monthly: Defined as thirty (30) consecutive 24-hour periods.
- 5. Week-end: Defined as three (3) consecutive 24-hour periods beginning on Friday and ending on Monday. The end time shall be exactly 72 hours after the starting time on Friday before.
- 6. One-way Travel:
 - a. Within the boundaries of the Commonwealth of Virginia shall be permitted at no additional cost when vehicle is returned to a non-airport location.
 - b. Outside the boundaries of the Commonwealth of Virginia may be assessed an additional fee as outlined below in Section VI, entitled "Pricing Schedule," Subsection C, entitled "One-Way Travel Charge."

G. Rental Pick-up/Return:

- 1. Pick-up:
 - a. Authorized User shall have the option of walk-in or pick up from the Contractor's Commonwealth locations at no additional charge.
 - b. The reservation start time of the rental period shall begin at the time of acceptance by an Authorized User.
- 2. Return:
 - a. The reservation end time of the rental period shall be determined at the time of vehicle key return, at which point charges will stop accruing, except in cases where the Authorized User utilize the Contractor's drop box service (see Item "c" below.)
 - b. Authorized Users who return vehicles after the 24-hour rental period, but within the 25th hour, will not be assessed an additional charge. Vehicles returned after the grace period may be assessed an hourly fee of 33% of the then current vehicle classification rental rate until that hourly fee equals the Daily rental rate of that vehicle classification.
 - c. In the event where the rental vehicle is returned outside the boundaries of the Commonwealth of Virginia, normal one-way rental charges as reflected in the

then current Pricing Schedule shall apply. The Authorized User should notify the renting branch in advance of the one-way drop outside the Commonwealth. One-way rental charges will be added to the Contractor's invoice.

- d. Vehicles returned to airport locations shall be accessed a "One-Way Charge" as delineated in the then current Pricing Schedule reflected below in Section VI, entitled "Pricing Schedule," Subsection C, entitled "One-Way Travel Charge."
- e. Authorized User may utilize the Contractor's drop box service for after hour returns. If utilized, charges shall accrue at the normal rate and time period until the Contractor's opening time on the following business day.
- f. The Authorized User agrees to pay Contractor for all rentals and other amounts owed by an Authorized User under a Rental Contract relating to a Business Use rental not timely paid by such Authorized User.

H. ORDERS / VEHICLE RESERVATIONS:

Authorized Users may order Services from this Contract by any of the following methods:

- 1. Contractor's On-line Reservation System accessed via the Commonwealth's Office of Fleet Management Services website (<http://www.dgs.virginia.gov/fleet/>);
- 2. Contractors website (<http://www.enterprise.com>); under "Make a rental reservation." You will need your Commonwealth Public Body customer Identification number, which can be obtained from the Contractor at 1-800-261-7331 or 1-877-881-5500;
- 3. On-site at any Contractor location, or;
- 4. An eVA order, which shall be issued by any Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov> when any one (1) rental invoice exceeds \$50,000.

This ordering authority is solely limited to issuing orders for vehicle reservation Services available under this Agreement.

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER COMMONWEALTH ENTITY HAVE THE AUTHORITY TO MODIFY THIS AGREEMENT.

Authorized Users providing a 48-hour reservation notice shall be guaranteed the specific vehicle classification requested. Authorized Users providing less than a 48-hour reservation notice shall not be guaranteed a specific vehicle classification.

I. Reservation Cancellations:

There will be no charge to an Authorized User for a cancelled reservation provided that

the Authorized User has canceled the reservation prior to the Contractor dispatching a vehicle to the Authorized User's location. Should the Contractor receive a reservation cancellation after having already dispatched a vehicle to the Authorized User's location then the Contractor may charge a fee equivalent to, or less, than the contract's Half-Day pricing, as reflected on any then-current contract term Pricing Schedule. (See Section VI ("Pricing Schedule") below; Subsections A or B, half-day rates)

J. Restrictions:

Luxury vehicles and high performance vehicles (sports cars) are not within the scope of this Agreement and shall not be offered to Authorized Users.

K. Roadside Assistance Protection (RAP):

1. Included with each rental, Contractor shall provide emergency Roadside Assistance around-the-clock, 365 days-a-year (24x7x365) from any location within the United States for mechanical breakdowns. A toll free assistance line shall be provided to each driver with each rental.

Contractor shall provide pick-up and/or drop-off service to repair facility during normal business hours, generally defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern time, based upon location.

2. Authorized Users shall have the option to also purchase a Roadside Assistance Protection plan from Contractor at the origination of rental reservation, where available. Under the optional Roadside Assistance Protection plan, in addition to emergency Roadside Assistance services in K.1 above, Contractor will also provide:
 - a. replacement of lost keys (including remote entry devices),
 - b. flat tire service (if no inflated spare is available, then the vehicle will be towed)*,
 - c. lockout service (if keys are locked inside the vehicle),
 - d. jump-starts, and
 - e. fuel delivery services for up to three (3) gallons of fuel if a vehicle is out of fuel.

*Note - Cost of a replacement tire is not covered by Roadside Assistance Protection.

Pricing for this Roadside Assistance Protection service shall be invoiced as outlined in Section VI, entitled "Pricing Schedule," Subsection D, entitled "Roadside Assistance Program (RAP)" below.

Roadside Assistance Protection is void and of no force or effect if at the time of the incident the driver was using the vehicle in violation of the terms and conditions of this Contract or any of the actions that invalidate the damage waiver. In such cases, roadside assistance will be available, but standard charges will apply.

3. If an Authorized User elects not to purchase Roadside Assistance Protection but sustains a breakdown that must use any of the services offered through the Roadside Protection Plan, then the Contractor shall be permitted to invoice the Authorized User for those Roadside Assistance services used including, but not limited to, replacement of lost keys (including remote entry devices), flat tire service, tire replacement, lockout service (if the keys are locked inside the vehicle), jump-starts, and fuel delivery service for up to three (3) gallons of fuel, etc., at a cost not to exceed Contractor's actual paid invoice cost, as evidenced by a copy of actual paid invoice, which Contractor shall provide when invoicing for such services.

L. Service Locations:

1. The Contractor shall have a sufficient number of service locations in order to service all counties and cities within the Commonwealth of Virginia Districts reflected below:
 - a. **Northern Virginia District 9** (includes Arlington, Fairfax, Loudoun, and Prince William counties)
2. See Contractor's website, www.enterprise.com for specific service location addresses and contact information.

M. Special Offers and Promotions:

Special Offers and Promotions shall be made available in instances when the Base Rental Fee chosen does not include Liability and Loss Damage Waiver Fee for rentals originating within the Commonwealth of Virginia.

At its sole discretion, Contractor may offer temporary discounts or promotions to the Commonwealth or any Authorized User of this Agreement. If the Contractor offers a temporary promotion to any Authorized User or Public Body entity within the Commonwealth, then Contractor will extend the promotional offer to all Authorized Users.

N. Upgrades:

Whenever reservations are made 48 hours in advance and the vehicle class requested is not available at the time of pick-up an upgrade shall be provided at no additional cost. Upgrades to luxury or sport class vehicles shall not be allowed.

O. Vehicle Acceptance:

All vehicles shall be given a thorough walk around inspection noting its operating condition and body or other damage before being accepted by the driver.

P. Web Site Functionality:

Contractor shall make available a functioning, intuitive, and user-friendly web site for the Authorized User's to place vehicle rental reservations. The Contractor shall host and maintain the web site at no expense to the Commonwealth for the term of this

agreement.

III. **SAFETY REQUIREMENTS:**

Vehicles shall conform to all Federal and State Safety Standards and Regulations, including but not limited to those published by the United States' Department of Transportation's National Highway Traffic Safety Administration and the Commonwealth of Virginia's Department of Motor Vehicles' Board of Transportation Safety.

IV. **VEHICLE REQUIREMENTS:**

A. **Americans with Disabilities Act (ADA):**

Contractor shall comply with ADA or the specific requirements of the traveler. Contractor shall provide mobility-impaired features and controls, including but not limited to, hand controls, spinner knobs and pedal extenders, at no additional charge.

B. **Classifications:**

In addition to the specifications listed below all vehicles shall feature factory installed air conditioning, power steering, power brakes, automatic transmission, and driver side air bag. Vehicles shall also feature factory installed anti-lock braking system (ABS) when available at the rental location. Contractor shall provide the following vehicle classifications:

1. Car, Economy: 2-4 passenger seating. Chevrolet Aveo or similar.
2. Car, Compact: 4-5 passenger seating, 4-cylinder or better performance, and four (4) doors. Nissan Versa or similar.
3. Car, Intermediate: 4-5 passenger seating. Toyota Corolla or similar.
4. Car, Standard: 4-5 passenger seating. Ford Fusion or similar.
5. Car, Full Size: 4-5 passenger seating. Chevrolet Impala or similar.
6. Sports Utility Vehicle (SUV), Intermediate: 5 passenger seating. Ford Escape or similar.
7. SUV, Standard: 5 passenger seating. Jeep Grand Cherokee or similar.
8. SUV, Large: 7 passenger seating. Chevrolet Suburban, Ford Expedition, or similar.
9. Truck, Box, 15-16': 2-3 passenger seating. General Motors Corporation (GMC) W4500 or similar.

10. Truck, Box, 24': 2-3 passenger seating. International 4300 or similar.
11. Truck, Box, 26': 2-3 passenger seating. International 4300 or similar.
12. Truck, Cutaway: 2-passenger seating. Chevrolet 3500 or similar.
13. Truck, Stakebed, 20-24': 2-3 passenger seating. International 4300 or similar.
14. Pickup Truck, ½ Ton, 2-5 passenger seating. May not be available in all regions. Ford F150.
15. Pickup Truck, ¾ Ton: 2-5 passenger seating. Ford F250 or similar.
16. Van, Mini: 6-7 passenger seating, 6-cylinder or better performance, and dual airbags. Cruise control and rear wipers are preferred. Chrysler Town & Country or similar.
17. Van, Passenger: 12-15-passenger seating, 8-cylinder performance, and dual airbags. GM Express or similar.
18. Van, Cargo: 2-passenger seating. Minimum cargo payload of 2,000 pounds, minimum 8' cargo bed, door opening to be at least 48" wide and 48" high. Chevy E250 or similar.
19. Other vehicle styles and models may be added **with prior written notification and approval** by the DGS Contracting Officer.

C. **Higher Miles-Per-Gallon (MPG) and Hybrid Vehicles Preferred:**

The Contractor shall make first available those cars that get higher MPG including hybrid vehicles.

D. **Fuel Requirement:**

1. Contractor shall provide vehicles which have a full tank of fuel at the time of pick up.
2. The Authorized User shall return vehicle with a full tank of fuel.

E. **Model Year:**

The Contractor shall provide a vehicle which is either a current or previous year's production model.

F. **Vehicle Defects:**

The Contractor shall repair, at their expense, any mechanical, electrical or other malfunction which occurs as a result of ordinary wear and tear or manufacturer's defect.

G. Vehicle Mileage:

The Contractor shall provide vehicles for which the odometer reflects no more than 30,000 original miles at the time of delivery.

V. DRIVER PROTECTION PRODUCTS:

In addition to the insurance and indemnity requirements found elsewhere in this Agreement, the following products are included in every rental to an Authorized User which is covered by the self-insurance plan administered by the Virginia Department of the Treasury's Division of Risk Management. Such products are included in the Base Rental Charges in the U.S. under this Agreement. Should an Authorized User which is not an entity covered by the self-insurance plan wish to order Services hereunder, the order shall specify whether the following products are desired:

A. Collision Damage Waiver (CDW) for Business Rentals:

For rentals to Authorized Users' employees ("Employee" or "Driver") for business use who are 21 years old or older only, the Base Rental Charges include full CDW (with no deductible) upon the terms and subject to the limitations set forth in the Contractor's then-current standard form of rental contract ("Rental Contract"). Certain exclusions apply for Collision Damage Waiver; please reference the Rental Contract for information regarding these exclusions.

B. Supplemental Liability Protection (SLP) for Rent-A-Car Business Rentals:

For rentals to Authorized Users' employees ("Employees" or "Driver") for business use who are 21 years old or older only and hold a valid driver's permit, the Base Rental Charges include SLP providing liability insurance for accidents arising out of the operation or use of the rental vehicle with combined single limits of \$1,000,000 for bodily injury or death and property damage per occurrence upon the terms and subject to the limitations set forth in Enterprise's then-current standard form rental contract ("Rental Contract") and in the insurance policy which provides the SLP (SLP not available in Alaska). SLP excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental vehicle. Protection is subject to the provisions of the Rental Contract and the SLP policy issued by Empire Fire and Marine Insurance Company, or any then-current Contractor insurance service provider. A Certificate of Insurance naming Customer as an Insured will be issued by Empire Fire and Marine Insurance Company upon request. Occasional personal use during business rental period is allowed. In the case of personal use of the vehicle when rented for business purposes, spouses of current employees of an Authorized User will be considered an additional Driver.

C. SLP for Rent-A-Truck Business Rentals:

For truck rentals to Authorized Users' employees ("Employees" or "Driver"), for business

use who are 21 years old or older only, the Base Rental Charges include SLP providing liability insurance for accidents arising out of the operation or use of the rental vehicle with combined single limits of \$1,000,000 for bodily injury or death and property damage per occurrence upon the terms and subject to the limitations set forth in the Contractor's then-current standard form rental contract ("Rental Contract") and in the insurance policy which provides the SLP (SLP not available in Alaska). SLP excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental vehicle. Protection is subject to the provisions of the Rental Contract and the SLP policy issued by Empire Fire and Marine Insurance Company. A Certificate of Insurance naming Customer as an Insured will be issued by Empire Fire and Marine Insurance Company upon request.

In the event of any discrepancy between a Rental Contract and Contract DGS-111212-ENTM, then the terms of this Contract DGS-111212-ENTM shall control.

D. DELIVERY SCHEDULE:

The delivery schedule of Services shall be as specified by Authorized User at the time of vehicle reservation. If delivery of all Services is not completed within the time specified, then Authorized User may cancel the individual order without further obligation.

E. DGS POINTS-OF-CONTACT:

Contract Administrator/Compliance

Carl Loveland, Business Manager
Department of General Services
Office of Fleet Management Services
2400 West Leigh Street
Richmond, Virginia 23226
Telephone: (804) 367-4352
Fax: (804) 236-3663
Email: carl.loveland@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

Contracting Officer

Ebony K Beaver, CPPB, VCO, VCA
Senior Contracting Officer
Department of General Services
Procurement Services
[1100 Bank Street, STE 724](#)
Richmond, Virginia 23219-3639
Telephone: (804) 786-8425
Fax: (804) 786-1593
Email: ebony.beaver@dgs.virginia.gov
or procurement@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

F. CONTRACTOR POINTS-OF-CONTACT:

Contractor's primary and secondary contacts shall be individuals authorized to handle complaint calls and inquiries about other problems as they may occur. These contact personnel shall be capable of authorizing immediate action when warranted.

The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the DGS Contracting Officer.

Primary Contact

Enterprise RAC Company of Maryland, LLC
Attn: Lisa R. Pickup
Title: Account Manager
7500 Fullerton Road
Springfield, Virginia 22153
Telephone: (703) 455-8234 ext.100
Fax: (703) 342-0380
Cell: (703) 929-4187
E-mail: lisa.r.pickup@ehi.com
Web: www.enterpriseholdings.com

Billing/Administration

Enterprise RAC Company of Maryland, LLC
Attn: Lisa R. Pickup
Title: Account Manager
7500 Fullerton Road
Springfield, Virginia 22153
Telephone: (703) 455-8234 ext.100
Fax: (703) 342-0380
Cell: (703) 929-4187
E-mail: lisa.r.pickup@ehi.com
Web: www.enterpriseholdings.com

Secondary Contact

Enterprise RAC Company of Maryland, LLC
Attn: Rich J. Dampman
Title: Director of Business Rental Sales
23330 Autopilot Drive
Sterling, Virginia 20166
Telephone: (540) 338-2527
Fax: (703) 738-2186
Cell: (703) 930-1588
Email: richard.j.dampman@ehi.com
Web: www.enterpriseholdings.com

Customer Service and Support

Customer Service: 1-800-264-6350
Roadside Assistance: 1-800-307-6666
Reservations: 1-800-261-7331
or 1-877-881-5500

VI. PRICING SCHEDULE:

A. Base Rental Rate for Rentals Originating Within the Commonwealth of Virginia without Liability and Loss Damage Waiver Fee:

These rates are NOT available to entities which are covered by the self-insurance plan administered by the Virginia Department of Treasury’s Division of Risk Management.

Vehicle Classification*	Half Day	Daily	Weekly	Monthly	Weekend
Car:					
Economy	\$24.73	\$32.97	6 x Daily	24 x Daily	3 x Daily
Compact	\$25.50	\$33.99	6 x Daily	24 x Daily	3 x Daily
Intermediate	\$26.28	\$35.02	6 x Daily	24 x Daily	3 x Daily
Or					
Standard					
Full Size	\$27.82	\$36.05	6 x Daily	24 x Daily	3 x Daily

Sport Utility Vehicle (SUV):

SUV, Intermediate	\$50.21	\$64.87	6 x Daily	24 x Daily	3 x Daily
SUV, Standard	\$50.21	\$64.87	6 x Daily	24 x Daily	3 x Daily
SUV, Large	N/A	\$91.63	6 x Daily	24 x Daily	3 x Daily

Truck:

Truck, Box, 15-16'	N/A**	\$70.02	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 24'	N/A	\$85.46	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 26'	N/A	\$90.60	6 x Daily	24 x Daily	3 x Daily
Truck, ½ ton, Pick-up	\$37.08	\$49.43	6 x Daily	24 x Daily	3 x Daily
Truck, ¾ ton, Pick-up	\$42.49	\$56.63	6 x Daily	24 x Daily	3 x Daily
Truck, Cutaway	N/A	\$66.93	6 x Daily	24 x Daily	3 x Daily
Truck, Stake Bed, 20-24'	N/A	\$90.60	6 x Daily	24 x Daily	3 x Daily

Van:

Van, Cargo	N/A	\$46.34	6 x Daily	24 x Daily	3 x Daily
Van, Mini	N/A	\$66.93	6 x Daily	24 x Daily	3 x Daily
Van, Passenger	N/A	\$91.63	6 x Daily	24 x Daily	3 x Daily

* Refer to Section IV of Contract #DGS-111212-ENTM, entitled "Vehicle Requirements," Paragraph B, entitled "Classifications" for vehicle seating capacity and examples of manufacturer and models.

**Not Available

B. Base Rental Rate for Rentals Originating Within the Commonwealth of Virginia with Liability and Loss Damage Waiver Fee:

These rates shall apply to all orders placed by entities which are covered by the self-insurance plan administered by the Virginia Department of Treasury's Division of Risk Management.

Vehicle Classification*	Half Day	Daily	Weekly	Monthly	Weekend
Car:					
Economy	\$25.24	\$33.63	6 x Daily	24 x Daily	3 x Daily
Compact	\$26.00	\$34.67	6 x Daily	24 x Daily	3 x Daily
Intermediate Or Standard	\$26.77	\$35.69	6 x Daily	24 x Daily	3 x Daily
Full Size	\$28.32	\$37.75	6 x Daily	24 x Daily	3 x Daily

Sport Utility Vehicle (SUV):

SUV, Intermediate	\$50.70	\$65.54	6 x Daily	24 x Daily	3 x Daily
SUV, Standard	\$50.70	\$65.54	6 x Daily	24 x Daily	3 x Daily
SUV, Large	N/A**	\$92.66	6 x Daily	24 x Daily	3 x Daily

Truck:

Truck, Box, 15-16'	N/A	\$82.36	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 24'	N/A	\$103.01	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 26'	N/A	\$108.09	6 x Daily	24 x Daily	3 x Daily
Truck, Compact	\$42.77	\$57.30	6 x Daily	24 x Daily	3 x Daily
Truck, Cutaway	N/A	\$72.07	6 x Daily	24 x Daily	3 x Daily
Truck, Full Size	\$42.77	\$57.30	6 x Daily	24 x Daily	3 x Daily
Truck, Stake Bed, 20-24'	N/A	\$108.09	6 x Daily	24 x Daily	3 x Daily

Van:

Van, Cargo	N/A	\$57.30	6 x Daily	24 x Daily	3 x Daily
Van, Mini	N/A	\$67.60	6 x Daily	24 x Daily	3 x Daily
Van, Passenger	N/A	\$92.66	6 x Daily	24 x Daily	3 x Daily

* Refer to Section IV of Contract #DGS-111212-ENTM, entitled "Vehicle Requirements," Paragraph B, entitled "Classifications" for vehicle seating capacity and examples of manufacturer and models.

**Not Available

C. One-Way Travel Charge:

1. When Vehicle is Returned to Contractor's Non-Airport Branch Location:
 - a. Within the boundaries of the Commonwealth: No Charge
 - b. Outside the boundaries of the Commonwealth: \$1.05/mile
2. When Vehicle is Returned to Contractor's Airport Branch Location:
 - a. Dulles International Airport: \$77.22
 - b. Reagan National Airport: \$77.22

D. Roadside Assistance Protection (RAP): Not to Exceed \$4.14/Day

E. Collision Damage Waiver (CDW):

1. Economy to Full-size car: Not to Exceed \$15.46/Day
2. Premium car through Full-size SUV: Not to Exceed \$18.55/Day
3. 12/15 Passenger Van: Not to Exceed \$21.63/Day

F. Supplemental Liability Protection (SLP): Not to Exceed \$13.40/Day

G. Optional Global Positioning System (GPS) Onboard Portable Navigation System:

Not to Exceed \$11.34/Day

H. Virginia Airport and Fixed Base Operation (FBO) Location Fees:

Fees shall be invoiced at the rates reflected below or the then current rates reflected on the individual Airport or FBO's publicly posted Pricing Schedule.

1. Virginia Airport Locations:

Location	Access Fee	Concession Recovery Fee	Customer Facility Fee
Blacksburg Airport	N/A	11.11%	N/A
Dulles International Airport	11.11%	N/A	N/A
Lynchburg Airport	N/A	11.11%	N/A
Newport News Airport	N/A	11.11%	\$3.00/Day
Norfolk International Airport	N/A	11.11%	\$0.62/Day
Reagan National Airport	11.11%	N/A	N/A
Richmond International Airport	N/A	11.11%	\$1.70/Day
Roanoke Airport	N/A	11.11%	N/A

2. Virginia FBO Locations:

Location	Access Fee	Concession Recovery Fee	Customer Facility Fee
Aero Industrial Aviation	N/A	N/A	N/A
Airport Authority	N/A	N/A	N/A
Atlantic Aviation	N/A	11.11%	\$3.00/Day
Blue Ridge Airport	N/A	N/A	N/A
Central Virginia Aviation	N/A	N/A	N/A
Crewe Municipal Airport	N/A	N/A	N/A
Culpeper County Reg. Airport	N/A	N/A	N/A
Dominion Aviation	N/A	N/A	N/A
Dulles/Private Airport Hawthorn	11.11%	N/A	N/A
Executive Air	N/A	N/A	N/A
Falwell Aviation	N/A	N/A	N/A
Franklin Municipal Airport	N/A	N/A	N/A
General Aviation Danville	N/A	N/A	N/A

Glick Fields Inc.	N/A	N/A	N/A
Hampton Roads Exec Airport	N/A	N/A	N/A
Heart of Virginia Aviation (Farmville/Ashland)	N/A	N/A	N/A
Horizon Aviation	N/A	N/A	N/A
Hummel Aviation LLC	N/A	N/A	N/A
Landmark Aviation Charlottesville	N/A	N/A	N/A
Landmark Aviation Roanoke	N/A	11.11%	\$1.70/Day
Landmark Aviation/Norfolk	N/A	N/A	N/A
Million Air Richmond	N/A	11.11%	N/A
Mountain Empire Aviation	N/A	N/A	N/A
New Kent County	N/A	N/A	N/A
New London Airport	N/A	N/A	N/A
New River Valley Airport	N/A	N/A	N/A
Richmond Jet Center	N/A	11.11%	\$1.70/Day
Rick Aviation	N/A	11.11%	\$3.00/Day
Shenandoah Airport	N/A	N/A	N/A
Skylark Aviation	N/A	N/A	N/A
Suffolk Airport	N/A	N/A	N/A
Twin County Airport	N/A	N/A	N/A
Virginia Aviation Retail	N/A	N/A	N/A
Virginia Highlands Airport	N/A	N/A	N/A
Virginia Tech/Montgomery Co. Airport	N/A	N/A	N/A
West Point Aviation	N/A	N/A	N/A
Williamsburg Jamestown Airport	N/A	N/A	N/A

**MODIFICATION #2
TO
CONTRACT NUMBER DGS-111212-ENTM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
ENTERPRISE RAC COMPANY OF MARYLAND, LLC**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DGS" (Virginia Department of General Services) and ENTERPRISE RAC COMPANY OF MARYLAND, LLC, hereinafter referred to as "Contractor," relating to DGS-111212-ENTM, dated December 19, 2011, hereinafter referred to as the "Contract" or "Agreement." This Modification #2 is hereby incorporated into and made an integral part of Contract DGS-111212-ENTM.

The purpose of this Modification #2 is to document both parties' agreement to: I) renew contract for one (1) year and II) revise Terms and Conditions as required by regulatory changes, and III) revise Pricing Schedule.

I. **Reference:** Contract DGS-111212-ENTM, Paragraph 4, entitled "Renewal of Contract,"

In accordance with the above mentioned reference, both parties hereby agree to renew the above-referenced contract for an additional one (1) year period, beginning January 17, 2014 through January 16, 2015.

II. **Reference:** Contract DGS-111212-ENTM, Paragraph 18, entitled "Changes to the Contract," Subparagraph B.1 which allows for changes within the general scope of the Contract at any time by written notice to the Contractor.

a. Revise Paragraph 18 to read:

18. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be

performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

b. Add Paragraph 56 to read:

56. E-VERIFY PROGRAM:

Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services

pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

c. Revise Paragraph 24 to read:

24. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All Contractors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- A. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - 1. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - 2. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.

- B. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
 - 1. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - 2. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

d. Revise Paragraph 33 to read:

33. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

The Contract may result in multiple purchase order(s) if the dollar value of any single reservation **exceeds \$50,000**. In such an even, the eVA transaction fee, specified below, will be assessed for each order.

A. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:

1. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
2. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.

B. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:

1. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

III. **Reference:** Contract DGS-111212-ENTM, Paragraph 37, entitled "Price Protection/ Adjustments." Replace Attachment A, Section VI, entitled "Pricing Schedule" as follows to reflect 1.2% allowable CPI increase effective January 17, 2014:

CONTINUED ON NEXT PAGE

VI. PRICING SCHEDULE:

A. Base Rental Rate for Rentals Originating Within the Commonwealth of Virginia without Liability and Loss Damage Waiver Fee:

These rates are NOT available to entities which are covered by the self-insurance plan administered by the Virginia Department of Treasury's Division of Risk Management.

Vehicle Classification*	Half Day	Daily	Weekly	Monthly	Weekend
Car:					
Economy	\$24.30	\$32.40	6 x Daily	24 x Daily	3 x Daily
Compact	\$25.06	\$33.41	6 x Daily	24 x Daily	3 x Daily
Intermediate Or Standard	\$25.82	\$34.42	6 x Daily	24 x Daily	3 x Daily
Full Size	\$27.34	\$35.43	6 x Daily	24 x Daily	3 x Daily
Sport Utility Vehicle (SUV):					
SUV, Intermediate	\$49.35	\$63.77	6 x Daily	24 x Daily	3 x Daily
SUV, Standard	\$49.35	\$63.77	6 x Daily	24 x Daily	3 x Daily
SUV, Large	N/A	\$90.08	6 x Daily	24 x Daily	3 x Daily
Truck:					
Truck, Box, 15-16'	N/A**	\$68.83	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 24'	N/A	\$84.01	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 26'	N/A	\$89.07	6 x Daily	24 x Daily	3 x Daily
Truck, ½ ton, Pick-up	\$36.44	\$48.59	6 x Daily	24 x Daily	3 x Daily
Truck, ¾ ton, Pick-up	\$41.76	\$55.67	6 x Daily	24 x Daily	3 x Daily
Truck, Cutaway	N/A	\$65.79	6 x Daily	24 x Daily	3 x Daily
Truck, Stake Bed, 20-24'	N/A	\$89.07	6 x Daily	24 x Daily	3 x Daily
Van:					
Van, Cargo	N/A	\$45.55	6 x Daily	24 x Daily	3 x Daily
Van, Mini	N/A	\$65.79	6 x Daily	24 x Daily	3 x Daily
Van, Passenger	N/A	\$90.08	6 x Daily	24 x Daily	3 x Daily

* Refer to Section IV of Contract #DGS-111212-ENTM, entitled "Vehicle Requirements," Paragraph B, entitled "Classifications" for vehicle seating capacity and examples of manufacturer and models.

**Not Available

B. Base Rental Rate for Rentals Originating Within the Commonwealth of Virginia with Liability and Loss Damage Waiver Fee:

These rates shall apply to all orders placed by entities which are covered by the self-insurance plan administered by the Virginia Department of Treasury's Division of Risk Management.

Vehicle Classification*	Half Day	Daily	Weekly	Monthly	Weekend
Car:					
Economy	\$24.80	\$33.05	6 x Daily	24 x Daily	3 x Daily
Compact	\$25.55	\$34.07	6 x Daily	24 x Daily	3 x Daily
Intermediate Or Standard	\$26.31	\$35.08	6 x Daily	24 x Daily	3 x Daily
Full Size	\$27.83	\$37.10	6 x Daily	24 x Daily	3 x Daily
Sport Utility Vehicle (SUV):					
SUV, Intermediate	\$49.84	\$64.43	6 x Daily	24 x Daily	3 x Daily
SUV, Standard	\$49.84	\$64.43	6 x Daily	24 x Daily	3 x Daily
SUV, Large	N/A**	\$91.09	6 x Daily	24 x Daily	3 x Daily
Truck:					
Truck, Box, 15-16'	N/A	\$80.97	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 24'	N/A	\$101.21	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 26'	N/A	\$106.27	6 x Daily	24 x Daily	3 x Daily
Truck, Compact	\$42.25	\$56.33	6 x Daily	24 x Daily	3 x Daily
Truck, Cutaway	N/A	\$70.85	6 x Daily	24 x Daily	3 x Daily
Truck, Full Size	\$42.25	\$56.33	6 x Daily	24 x Daily	3 x Daily
Truck, Stake Bed, 20-24'	N/A	\$106.27	6 x Daily	24 x Daily	3 x Daily
Van:					
Van, Cargo	N/A	\$56.33	6 x Daily	24 x Daily	3 x Daily
Van, Mini	N/A	\$66.45	6 x Daily	24 x Daily	3 x Daily
Van, Passenger	N/A	\$91.09	6 x Daily	24 x Daily	3 x Daily

* Refer to Section IV of Contract #DGS-111212-ENTM, entitled "Vehicle Requirements," Paragraph B, entitled "Classifications" for vehicle seating capacity and examples of manufacturer and models.

**Not Available

C. **One-Way Travel Charge:**

1. When Vehicle is Returned to Contractor's Non-Airport Branch Location:
 - a. Within the boundaries of the Commonwealth: No Charge
 - b. Outside the boundaries of the Commonwealth: \$1.02/mile
2. When Vehicle is Returned to Contractor's Airport Branch Location:
 - a. Dulles International Airport: \$75.91
 - b. Reagan National Airport: \$75.91

D. **Roadside Assistance Protection (RAP):** Not to Exceed \$4.05/Day

E. **Collision Damage Waiver (CDW):**

1. Economy to Full-size car: Not to Exceed \$15.18/Day
2. Premium car through Full-size SUV: Not to Exceed \$18.22/Day
3. 12/15 Passenger Van: Not to Exceed \$21.25/Day

F. **Supplemental Liability Protection (SLP):** Not to Exceed \$13.16/Day

G. **Optional Global Positioning System (GPS) Onboard Portable Navigation System:**

Not to Exceed \$11.13/Day

H. **Virginia Airport and Fixed Base Operation (FBO) Location Fees:**

Fees shall be invoiced at the rates reflected below or the then current rates reflected on the individual Airport or FBO's publicly posted Pricing Schedule.

1. **Virginia Airport Locations:**

Location	Access Fee	Concession Recovery Fee	Customer Facility Fee
Blacksburg Airport	N/A	11.11%	N/A
Dulles International Airport	11.11%	N/A	N/A
Lynchburg Airport	N/A	11.11%	N/A
Newport News Airport	N/A	11.11%	\$3.00/Day
Norfolk International Airport	N/A	11.11%	\$0.62/Day
Reagan National Airport	11.11%	N/A	N/A
Richmond International Airport	N/A	11.11%	\$1.70/Day
Roanoke Airport	N/A	11.11%	N/A

2. Virginia FBO Locations:

Location	Access Fee	Concession Recovery Fee	Customer Facility Fee
Aero Industrial Aviation	N/A	N/A	N/A
Airport Authority	N/A	N/A	N/A
Atlantic Aviation	N/A	11.11%	\$3.00/Day
Blue Ridge Airport	N/A	N/A	N/A
Central Virginia Aviation	N/A	N/A	N/A
Crewe Municipal Airport	N/A	N/A	N/A
Culpeper County Reg. Airport	N/A	N/A	N/A
Dominion Aviation	N/A	N/A	N/A
Dulles/Private Airport Hawthorn	11.11%	N/A	N/A
Executive Air	N/A	N/A	N/A
Falwell Aviation	N/A	N/A	N/A
Franklin Municipal Airport	N/A	N/A	N/A
General Aviation Danville	N/A	N/A	N/A
Glick Fields Inc.	N/A	N/A	N/A
Hampton Roads Exec Airport	N/A	N/A	N/A
Heart of Virginia Aviation (Farmville/Ashland)	N/A	N/A	N/A
Horizon Aviation	N/A	N/A	N/A
Hummel Aviation LLC	N/A	N/A	N/A
Landmark Aviation Charlottesville	N/A	N/A	N/A
Landmark Aviation Roanoke	N/A	11.11%	\$1.70/Day
Landmark Aviation/Norfolk	N/A	N/A	N/A
Million Air Richmond	N/A	11.11%	N/A
Mountain Empire Aviation	N/A	N/A	N/A
New Kent County	N/A	N/A	N/A
New London Airport	N/A	N/A	N/A
New River Valley Airport	N/A	N/A	N/A
Richmond Jet Center	N/A	11.11%	\$1.70/Day
Rick Aviation	N/A	11.11%	\$3.00/Day
Shenandoah Airport	N/A	N/A	N/A
Skylark Aviation	N/A	N/A	N/A
Suffolk Airport	N/A	N/A	N/A
Twin County Airport	N/A	N/A	N/A
Virginia Aviation Retail	N/A	N/A	N/A
Virginia Highlands Airport	N/A	N/A	N/A
Virginia Tech/Montgomery Co. Airport	N/A	N/A	N/A
West Point Aviation	N/A	N/A	N/A
Williamsburg Jamestown Airport	N/A	N/A	N/A

Notwithstanding the above, this Modification #2 is effective immediately upon its final execution unless otherwise stated herein.

The foregoing is the complete and final expression of the parties' agreement to modify Contract

DGS-111212-ENTM and cannot be modified, except by a writing signed by the duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ENTERPRISE RAC COMPANY OF
MARYLAND, LLC

COMMONWEALTH OF VIRGINIA

By:

Michelle L. Bosch

By:

Linda W. Arrington

Name:

Michelle L. Bosch
Printed Name

Name:

Linda W. Arrington, CPPB, VCO
Printed Name

Title:

GM / Vice President

Title:

Senior Contracting Officer, DGS CPU

Date:

11/8/14

Date:

1/13/2014

**MODIFICATION #1
TO
CONTRACT NUMBER DGS-111212-ENTM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
ENTERPRISE RAC COMPANY OF MARYLAND, LLC**

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DGS" (Virginia Department of General Services) and ENTERPRISE RAC COMPANY OF MARYLAND, LLC, hereinafter referred to as "Contractor," relating to DGS-111212-ENTM, dated December 19, 2011, hereinafter referred to as the "Contract" or "Agreement." This Modification #1 is hereby incorporated into and made an integral part of Contract DGS-111212-ENTM.

The purpose of this Modification #1 is to document both parties' agreement to: A) renew contract for one (1) year and B) revise Terms and Conditions as required by regulator changes. All changes are effective immediately upon the final execution of this Modification #1 unless otherwise stated herein

A. Reference: Contract DGS-111212-ENTM, Paragraph 4, entitled "Renewal of Contract,"

In accordance with the above mentioned reference, both parties hereby agree to renew the above-referenced contract for an additional one (1) year period, beginning January 17, 2013 through January 16, 2014 with no increase in pricing.

B. Reference: Contract DGS-111212-ENTM, Paragraph 18, entitled "Changes to the Contract," Subparagraph B.1 which allows for changes within the general scope of the Contract at any time by written notice to the Contractor.

- a. Revise Paragraph 1, entitled "Scope of Agreement" to remove reference to "a Delaware corporation."
- b. Revise Paragraph 24, entitled "eVA Business-to-Government Vendor Registration" to read:

24. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

- A. The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction

Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

1. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 2. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- B. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:
1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 2. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
 3. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
 4. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice

date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- c. Remove Paragraph 27, entitled "Advertising and Use of Proprietary Marks" in its entirety.
- d. Revise Paragraph 33, entitled "eVA Business-to-Government Contracts and Orders" to read:

33. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The Contract may result in multiple purchase order(s) if the dollar value of any single reservation **exceeds \$50,000**. In such an even, the eVA transaction fee, specified below, will be assessed for each order.

- A. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- B. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - 1. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - 2. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
- C. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - 1. DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - 2. Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- D. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
 - 1. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - 2. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing

activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

e. Revise Paragraph 37, entitled "Price Protection/Adjustments," Subparagraph A to read:

A. Base Rental and Supplemental Rates: At its sole discretion, the Commonwealth may permit price adjustments for rates reflected in Attachment A, entitled "Services and Pricing Schedule," Section VI, entitled "Pricing Schedule," Paragraphs A – H only at the time of Contract renewal, and only where verified to the satisfaction of the Contracting Officer. The Contract pricing for any Renewal Term shall not exceed the Contract pricing for the prior period, increased/decreased by more than the percentage increase/decrease of the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) "U. S. City Average" category of the "Consumer Price Index for All Urban Consumers (CPI-U): Selected Areas, All Items Index" for the latest twelve (12) months for which statistics are available (<http://stats.bls.gov/news.release/cpi.t04.htm>), but in no event may the pricing be increased or decreased by more than 3%.

Contractor shall request a price increase, with documentation, no less than thirty (30) days prior to the beginning of a Renewal Term. The Contracting Officer will notify the Contract Administrator and Contractor in writing as to whether the requested increase is approved, along with the effective date of any approved increase. The Contractor shall fill all orders received prior to the effective date of the price adjustment at the price in effect at the time of order.

Notwithstanding the above, this Modification #1 is effective immediately upon its final execution unless otherwise stated herein.

The foregoing is the complete and final expression of the parties' agreement to modify Contract DGS-111212-ENTM and cannot be modified, except by a writing signed by the duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ENTERPRISE RAC COMPANY OF
MARYLAND, LLC

COMMONWEALTH OF VIRGINIA

By: D. Olcott

By: Linda W. Arrington

Name: Doug Olcott
Printed Name

Name: Linda W. Arrington, CPPB, VCO
Printed Name

Title: 1/15/13 VP RENTAL

Title: Senior Contracting Officer, DGS CPU

Date: 1/15/13 VP RENTAL

Date: 1/15/2013

**CONTRACT DGS-111212-ENTM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
ENTERPRISE RAC COMPANY OF MARYLAND, LLC**

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**CONTRACT DGS-111212-ENTM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
ENTERPRISE RAC COMPANY OF MARYLAND, LLC**

1. SCOPE OF AGREEMENT

This is a statewide master ordering agreement (“Contract” or “Agreement”) between the Commonwealth of Virginia, Department of General Services (“Commonwealth” or “Department of General Services” or “DGS”) and ENTERPRISE RAC COMPANY OF MARYLAND, LLC (“Enterprise” or “Contractor”), FEIN #26-4532512 a Delaware corporation having its principal place of business at 2273 Research Boulevard, Rockville, Maryland, 20850 for the provision of Vehicle Rental Services from Contractor locations operating under the “Enterprise Rent-A-Car” brand (“Services”) for the use by all state agencies, institutions, and other public bodies as defined in § 2.2-4301, entitled “Definitions” of the *Virginia Public Procurement Act (VPPA)* as amended, hereinafter referred to as “Authorized Users,” pursuant to the Commonwealth's Request for Proposal #LWA-2011-0216, dated February 16, 2011 (the “RFP”) and the Contractor’s proposal, dated March 11, 2011 in response thereto.

Through its Office of Fleet Management Services, DGS administers the vehicle fleet for Commonwealth state agencies and institutions in accordance with the Code of Virginia § 2.2-1173 et seq. The purpose of this Contract is to supplement that fleet by making commercial rental vehicles available to authorized employees and agents, and by making the pricing and terms of this contract available to Authorized Users. Authorized Users which are not state entities e.g., local government public bodies, should carefully review the liability and insurance provisions herein.

Orders for the use of Services will be placed directly with the Contractor by Authorized Users in accordance with the ordering provisions herein.

2. INTERPRETATION OF AGREEMENT

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this Contract DGS-111212-ENTM, consisting of terms and conditions labeled 1 through 55, including all Attachments hereto; (2) all executed orders and Attachments referencing Contract DGS-111212-ENTM; (3) the RFP LWA-2011-0216; and (4) the Contractor's proposal dated March 11, 2011 submitted in response to the RFP. The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. TERM

Contractor shall commence providing Services on January 17, 2012. The initial term will be for one (1) year from the date of service commencement ("Initial Term"). All Orders and related documents shall survive until such time as all Orders executed prior to the expiration date of the Contract have been completely performed.

4. RENEWAL OF CONTRACT

This Contract may be renewed at the sole discretion of the Commonwealth, for up to six (6) additional one (1) year successive annual periods (each a "Renewal Term") under the terms and conditions of the original Contract. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each term.

5. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with § 2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000, whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or their authorized designee.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Director, DGS Procurement
Department of General Services
Procurement Services Unit
1100 Bank Street, Suite 724
Richmond, Virginia 23219-3639
Email: procurement@dgs.virginia.gov

CONTRACTOR

Enterprise RAC Company of Maryland, LLC
Attn: James Wagner, Director of Business
Rental Sales
2273 Research Boulevard
Rockville, Maryland 20850
Tel: (301) 212-6493
Fax: (301) 670-5876
Cell: (301) 300-5574
Email: james.p.wagner@ehi.com

6. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <http://www.eva.virginia.gov> under "Manuals."

7. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

8. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the Contractor has contracts of over \$10,000.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity

employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

9. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

10. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

11. DEBARMENT STATUS

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this contract, nor are they an agent of any person or entity that is currently so debarred.

12. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

13. PAYMENT

- A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number;

social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

B. To Subcontractors:

1. A Contractor awarded a Contract is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in B.1) (ii) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the

Commonwealth.

- C. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- D. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

14. PRECEDENCE OF TERMS

The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, TERMS AND CONDITIONS, CLARIFICATION OF TERMS, AND PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in the original solicitation, the Special Terms and Conditions shall apply.

15. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

16. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

17. ASSIGNMENT OF CONTRACT

The Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

18. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to

by the parties as a part of their written agreement to modify the scope of the Contract.

- B. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:
1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

19. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

20. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

21. INSURANCE

The Contractor certifies it will have the following insurance coverage at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor and any subcontractors shall maintain this insurance coverage during the entire term of the Contract and all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED

The Contractor certifies it will have the following insurance coverage at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor and any subcontractors shall maintain this insurance coverage during the entire term of the Contract and all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three (3) or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.**
- D. Automobile Liability – \$1,000,000 per occurrence.

The evidence of insurance must be submitted annually or within 10 days of any new endorsement, and shall include the following provisions in their entirety:

This insurance will not be cancelled, non-renewed, or reduced in limits without thirty (30) days prior written notice to the Commonwealth; and

The Contractor shall be responsible for the timely submission of its insurance certificate and any additional documentation as is needed to establish to the Contract Officer's satisfaction that Contractor's insurance fully covers the operation of all participating franchisees and subcontractors.

In the event the Contractor fails to keep insurance coverage in effect at all times as herein provided, the Commonwealth may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.

ONLY COMMERCIAL INSURANCE WILL SATISFY THESE PROVISIONS REGARDING AUTOMOBILE LIABILITY. NO SELF INSURANCE WILL BE ACCEPTED.

22. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to:

- A. Provide a drug-free workplace for the Contractor's employees;
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Contract is not in its best interest.

24. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

- A. The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

1. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 2. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- B. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:
1. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
 2. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

25. AUTHORITY TO CONDUCT BUSINESS IN THE COMMONWEALTH

Contractor hereby warrants and certifies that it is authorized to transact business in the Commonwealth in accordance with § 2.2-4311.2 of the *Code of Virginia*, as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained throughout the term of the Contract, or any extension or renewal thereafter. In the event the Commonwealth should determine that the Contractor is in violation of this requirement, then the Parties hereby agree that the Contract is voidable at the sole discretion of the Commonwealth, and that Contractor shall bear all expenses for the completion of any work in progress or the transition of Services.

26. NON-APPROPRIATION

All funds for payment of Services ordered under this Contract are subject to the availability and legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

27. ADVERTISING AND USE OF PROPRIETARY MARKS

Contractor shall not use the name of the Commonwealth, or any entity thereof, or refer to the Commonwealth, or any entity thereof, directly or indirectly in any form of advertising without receiving prior written consent of the Commonwealth, or the relevant entity first. This includes, but is not limited to, any press release, formal advertisement, and product literature or client list in advertising and promotional materials. In no event may Contractor use a proprietary mark of the Commonwealth, or any entity thereof, without receiving the prior written consent of the Commonwealth or that entity.

28. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment. Authorized Users, their authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

29. BANKRUPTCY

If Contractor becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then the Commonwealth may immediately terminate this Contract and an Authorized User may terminate an order, on notice to Contractor, unless Contractor immediately gives the Commonwealth or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy

proceedings are commenced with respect to Contractor, and if this Contract has not otherwise terminated, then the Commonwealth may suspend all further performance of this Contract until Contractor assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Commonwealth and Contractor that this is an executory contract. Any such suspension of further performance by the Commonwealth or Authorized User pending Contractor's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of the Commonwealth or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

30. BREACH

The Contractor shall be deemed in breach of this agreement if the Contractor:

- A. Fails to provide any Service by the specified Service date;
- B. Repeatedly fails to respond to requests for Services; or
- C. Fails to comply with any term of this Agreement and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance.

The Contractor shall not be in breach of this Agreement if the default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of any public enemy, acts of the Commonwealth in its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

31. CANCELLATION OF CONTRACT

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

32. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether from money or other relief, shall be submitted in writing to the Authorized User no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia*, or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Department of General Services, its officers, agents and employees, including without limitation, the Contracting Officers, are executing this Agreement and any orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor' remedies include the right to terminate any license or support services hereunder.

33. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

This Contract may result in multiple purchase order(s) if the dollar value of any single reservation **exceeds \$50,000**. In such an event, the eVA transaction fee, specified below, will be assessed for each order.

A. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:

1. DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
2. Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.

B. For orders issued July 1, 2012, and after, the Vendor Transaction Fee is:

1. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
2. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

34. INDUSTRIAL FUNDING ADJUSTMENT

Contractor shall pay DGS, an Industrial Funding Adjustment (IFA) of 1.5% of all sales for time and miles revenue to the Commonwealth under this Agreement. The IFA reimburses the Commonwealth and defrays the costs for procurement and contract administration. "Sales" shall not include invoice items such as airport concession fees, gas charges, or any other fee that is not directly associated with time and miles revenue for rentals originating in the Commonwealth of Virginia.

Payment shall be made in the form of a check or electronic funds disbursement made payable to the "Treasurer, Commonwealth of Virginia." The Contract number, total monthly sales, and report period shall be identified on either the check stub or other remittance material.

Payment shall be submitted within thirty (30) days after the end of each monthly reporting period. Checks shall be mailed to: DGS/Central Procurement Unit, ATTN CPU Director, 1100 Bank Street, Suite 724, Richmond VA 23219.

If the full amount of the IFA is not paid within thirty (30) calendar days after the end of the applicable reporting period, it shall constitute a contract debt to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and/or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

35. INVOICES AND PAYMENT

A. Invoices:

The Contractor shall invoice Authorized Users monthly in arrears.

No invoice may include any cost other than those identified in this Agreement. Invoices shall provide at a minimum:

1. Name of Authorized User (ordering entity)
2. User contact name
3. Description of the Service provided (including rental date/s)
4. Customer number
5. Work order number
6. Invoice number
7. Invoice date
8. Monthly charges, and
9. Contract Number.

B. Payment:

1. For valid invoices in the amount of \$5,000.01 or more, payment will be made monthly within thirty (30) days of receipt for all Services provided during the previous month. The Contractor shall submit a valid invoice by the tenth (10th) day of the month following the month in which Services were rendered.
2. For valid invoices issued in the amount of \$5,000.00 or less, payment may be made using the Commonwealth's Small Purchase Charge Card (SPCC) or via any valid charge card program in use by an Authorized User.

36. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Department of General Services, the Contractor shall provide any type of information the Agency deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described herein.

37. PRICE PROTECTION/ADJUSTMENTS

- A. Base Rental and Supplemental Rates: At its sole discretion, the Commonwealth may permit price adjustments for rates reflected in Attachment A, entitled "Services and Pricing Schedule," Section VI, entitled "Pricing Schedule," Paragraphs A – H only at the time of Contract renewal, and only where verified to the satisfaction of the Contracting Officer. The Contract pricing for any Renewal Term shall not exceed the Contract pricing for the prior period, increased/decreased by more than the percentage increase/decrease of the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) "Services" category of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) section of the Consumer Price Index for the latest twelve (12) months for which statistics are available (<http://stats.bls.gov/news.release/cpi.t04.htm>), but in no event may the pricing be increased or decreased by more than 3%.

Contractor shall request a price increase, with documentation, no less than thirty (30) days prior to the beginning of a Renewal Term. The Contracting Officer will notify the Contract Administrator and Contractor in writing as to whether the requested increase is approved, along with the effective date of any approved increase. The Contractor shall fill all orders received prior to the effective date of the price adjustment at the price in effect at the time of order.

- B. Virginia Airport and Fixed Base Operation FBO Location Fees: Fees shall be invoiced at a rate not to exceed the then current rates reflected on the individual Virginia Airport or FBO's publicly posted pricing schedule.

"Across the board" price decreases by the Contractor are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices. The Contracting Officer will notify the Contract Administrator and Contractor in writing of the effective date of any approved decrease.

The Contract Administrator and Contractor shall mutually agree to the method(s) of communication used to notify Authorized Users of any price increase/decrease approved by the Contracting Officer and the effective date of such change.

38. REPORTING REQUIREMENTS

Failure to comply with the reporting requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. DGS reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports shall include, but are not limited to, the following:

A. Contractor's Monthly Report of Sales:

Contractor shall provide a monthly report on the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar month. The dollar value of a sale is the price paid by the Authorized Users for products and services on a Contract order as recorded by the Contractor. The report must show each individual item and quantities purchased and the purchaser.

This report shall be submitted in electronic spreadsheet format via email to the DGS Contract Administrator and DGS Central Procurement Unit (procurement@dgs.virginia.gov) within thirty (30) days after the end of each monthly reporting period.

B. Monthly Report on Utilization of [Virginia Department of Minority Business Enterprise \(DMBE\)](#) Certified Small, Women and Minority (SWaM)-Owned Businesses:

Contractor shall provide a monthly report on the utilization of DMBE-certified SWaM-owned businesses which reflects actual dollars expended year to date, by month, with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.

The following information shall be provided in an electronic spreadsheet format as follows:

Firm Name & Phone Number	SWaM Cert. #	SWaM * Type	T.I.N.	NIGP Code and Description of Services	Amount (\$)
Example: ABC Company, Inc. * (123) 456-7890	123456	SW	12-3456789	92815 Automobile and Other Passenger Vehicles Maintenance and Repair	\$123,456.78
TOTAL					\$123,456.78

*Small (S), Woman-owned (W), Minority-owned (M) or combination (i.e., SW, SM, etc.)

Contractors shall submit this report no later than the 5th of each month in electronic format via email to procurement@dgs.virginia.gov.

C. Report on Utilization of Non-DMBE Certified SWaM-Owned Businesses:

Contractor shall provide a report at the completion of the contract term showing the utilization on non-DMBE-certified SWaM businesses which reflects actual dollars expended year to date, by month, with such businesses on this contract.

The electronic report format shall be identical to the format set forth for reports of "Utilization of DMBE Certified SWaM-Owned Businesses" and be submitted via email to procurement@dgs.virginia.gov no later than the last calendar business day of the month following the applicable reporting period.

D. Actual Involvement Report:

The Contractor shall submit an Actual Involvement Report annually reflecting actual dollars spent with SWaM-owned businesses, as specified in the Contractor's original proposal, during the performance of this Contract. This report shall compare total actual dollars spent with subcontracted SWaM firms against the planned involvement of the SWaM firm(s) identified in Attachment B, and the actual percent of the total estimated contract value.

The report shall be submitted in electronic format via email to procurement@dgs.virginia.gov no later than the last calendar day of the month following the applicable reporting period.

39. SMALL BUSINESS SUBCONTRACTING

It is the goal of the Commonwealth that 40% of its purchases be made from small businesses certified as such by the DMBE. This includes discretionary spending in prime contracts and subcontracts. Unless the Contractor is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have also received DMBE small business certification. No Contractor or Subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the DMBE.

In instances where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor will assist the subcontractor in completing the DMBE online certification application <http://www.dmb.e.virginia.gov/> to become either a DMBE certified Small Business, Women-owned Business or a Minority-owned Businesses.

40. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Agreement; (a) Contractor fails to deliver equipment or services required by this Agreement or (b) Contractor repeatedly fails to respond to requests for maintenance or other services within the time limits set forth in the Agreement or (c) Contractor breaches any of the other terms set forth within this Agreement or (d) Contractor fails to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Contractor ten (10) days to cure the failure/nonperformance. If the Contractor fails to answer the cure notice, or does not correct the deficiencies noted, then the State may immediately terminate the Contract for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment will be the Contractor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this Agreement.

41. TERMINATION FOR CONVENIENCE

The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractor a writing, sixty (60) days prior to the date of termination. Authorized Users shall be obligated for all outstanding orders issued prior to termination. The Commonwealth shall not be obligated for any other costs in the event of termination for convenience.

42. TRANSITION OF SERVICES

Prior to or upon expiration or termination of this Contract and at the request of DGS, Contractor shall provide all assistance as DGS may reasonably require to transition any Contract-related Services to any other supplier with whom DGS contracts for provision of related Services. This obligation may extend beyond expiration or termination of the Contract for a period not to extend six (6) months. In the event of a termination for breach or default of Contractor or a termination due to Contractor's status as a party excluded from Federal Procurement and Non-procurement Programs, Contractor shall provide such assistance at no charge or fee to the Commonwealth; otherwise, Contractor shall provide such assistance at a rate as delineated in the then current Contract Pricing Schedule, or any lesser amount as may be negotiated between the Parties.

43. WARRANTY

Contractor agrees that the services furnished shall be covered by the most favorable commercial warranties the contractor gives any customer for such services and that the rights and remedies provided therein are in addition to and do not limit those available to Authorized Users by any other clause of this Contract.

44. WEB INTERFACE

The Contractor shall have a functioning web interface available within fourteen (14) days of the signing of the Contract. This website will incorporate the functionality described through this Contract, and any Attachments, contained herein.

45. WORK SITE DAMAGES

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.

46. ACCIDENTS OR REPAIRS

The Contractor will notify drivers that in the event of an accident or if repairs become necessary, the Authorized User should immediately notify the Contractor by calling the toll free telephone number, or other telephone number provided by the Contractor, and request a replacement vehicle if necessary and instructions for the disposition of the disabled vehicle. When an accident occurs and the fault is not deemed to be the Authorized User's, then the Contractor will handle any and all insurance claims.

The Authorized User or their duly authorized designee will cooperate fully with Contractor's Risk Management Team to facilitate any and all insurance claims.

47. ADDITION/DELETION OF ITEMS AND SERVICES

This Contract may be modified in order to add and/or delete any items and services as deemed necessary by the Commonwealth, which are of like or similar nature, and within the Scope of this Agreement. Such modifications may only be made by the representatives who are authorized to do so. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

48. BILLING FOR DAMAGES

Whenever a loss or damage occurs as a result of one of the uncovered incidents listed in the term entitled "Loss of or Damage to Vehicle," the Contractor will submit its bills for damages directly to the Authorized User, and not to the individual driver. If the agency denies liability on the basis that the driver was not operating the vehicle within the scope of employment at the time of the loss, the Contractor may bill the individual renter directly.

Claims for damage to a vehicle will not include amounts for loss of use if operating the vehicle within the scope of employment.

49. COMPETITIVE PRICING AND DISCOUNTS

Contractor warrants and agrees that each of the charges, economic or product terms or warranties granted to the Commonwealth pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any other commercial or government customer of Contractor. If Contractor enters into any arrangements with another customer or Authorized User to provide Services under more favorable prices, as indicated on any U.S. price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor shall immediately notify DGS of such change.

The Contractor shall extend any promotional prices or discounts immediately to the Commonwealth during the term of the contract.

In the event the Commonwealth becomes aware of a customer which has received lower prices, during any term of this Agreement, DGS will notify the Contractor of such prices and the more favorable prices shall be applicable to Authorized Users from the date those prices were available to the customer.

50. CONCESSION FEES - VIRGINIA AIRPORT AND FIXED BASE OPERATION (FBO) LOCATIONS

The Commonwealth will allow the Contractor to pass thru only Virginia Airport and FBO Location Concession Fees to Authorized Users; however, it must be identified as a Concession Fee, and may not be identified as a tax on the Contractor's invoice.

51. CONDITIONS OF PAYMENT

All Services provided by Contractor pursuant to this Contract shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor shall not receive payment for defective material or work found by the ordering Agency to have been performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

52. CREDITS

Any credits due to an Authorized User under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached to enable validation.

53. DISCOUNTS

The Contractor shall extend any promotional prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

54. EXTRA CHARGES NOT ALLOWED

Contract pricing shall be for complete delivery ready for the use. Extra charges will not be allowed.

55. FAILURE TO DELIVER

In the event Contractor fails for any reason to deliver in a timely manner or according to Contract terms the Services hereunder, then the Authorized User, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by the State is sent or given, then the State may immediately procure service(s) from another source. In no event shall the State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, developing, or delivering the service(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

**ENTERPRISE RAC COMPANY OF
MARYLAND, LLC**

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: Doug Elliott
Printed

NAME: Joseph F. Damico
Printed

TITLE: vice President Rental

TITLE: Deputy Director, DGS

DATE: 12/14/11

DATE: 12/19/11

**ATTACHMENT A
TO
CONTRACT DGS-111212-ENTM
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
ENTERPRISE RAC COMPANY OF MARYLAND, LLC**

SERVICES AND PRICING SCHEDULE

Attachment "A" is hereby incorporated into and made an integral part of Contract Number DGS-111212-ENTM between the Commonwealth of Virginia's Department of General Services, ("Commonwealth" or "State" or "DGS") and ENTERPRISE RAC COMPANY OF MARYLAND, LLC ("Enterprise" or "Contractor").

In the event of any discrepancy between this Attachment "A" and Contract Number DGS-111212-ENTM, the provisions of Contract DGS-111212-ENTM shall control.

I. **DRIVERS:**

Employees of an Authorized User or those individuals contracted by the Commonwealth to perform services may rent and operate vehicles under this Agreement when on official business and while acting within the scope of their employment duties, unless such individual has been designated as non-rental eligible and placed on a Do Not Rent list. Drivers must be 21 years of age or older and hold a valid driver's permit.

II. **SERVICE REQUIREMENTS:**

A. **Communications and Marketing Plan:**

Contractor shall assist DGS/OFMS in its communications in marketing this Service to eligible Authorized Users.

Contractor shall submit all questions related to the eligibility of a proposed Authorized User of this Contract to the Contract Administrator/Compliance contact.

B. **Standards of Conduct – Contractor Staff:**

1. Contractor shall not release any proprietary information of the Commonwealth or an Authorized User. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.
2. Contractor's employees shall exhibit professional conduct at all times and shall demonstrate a high level of customer service.

3. Contractor shall be responsible for controlling employee conduct, assuring that its employees and representatives professional, courteous manner, and assuring that they are not engaging in any criminal activity.
4. Contractor's employees shall be capable of communicating and comprehending the English language (both verbally and in writing) to Full Professional Proficiency (as defined by Interagency Language Roundtable "ILR" Level 4 standards), and as demonstrated by the ability to use English fluently and accurately at all levels pertinent to professional and Contract needs, with the ability to be completely, fully, and easily understood by the end-user.
5. Contractor shall perform services in a first-class, skillful manner.
6. Contractor staff shall be required to perform all duties and responsibilities in accordance with their respective personnel policies governing standards of work performance and professional conduct.

C. Standards of Conduct – Drivers:

1. Authorized drivers shall take the same care and follow the same precautions as when driving a Commonwealth fleet vehicle and should follow the same policies and procedures as written by the Authorized User.
2. Drivers deemed by the Commonwealth to have exhibited unprofessional conduct, including but not limited to, verbal abuse or sexual harassment of Contractor's employees, intentional damage to or misuse of vehicle, unauthorized travel, operation of a rental vehicle while intoxicated or under the influence of an illegal substance, lose their vehicle rental privileges under this Contract and be placed on the Contractor's Do Not Rent list.

D. Do Not Rent Listing:

An individual may be added to the Contractor's Do Not Rent Listing at any time. A Do Not Rent Listing can be issued for, but is not limited to: failure to pay, unauthorized travel, operation of a rental vehicle while intoxicated or under the influence of an illegal substance, or using a rental vehicle for purposes other than designated by contract. .

The Do Not Rent declaration would occur at the time of rental once put on the Do Not Rent List. Once on the Do Not Rent List, it will follow the individual and prohibit renting, whether the Do Not Rent status occurred during business rental travel or personal use travel.

PROCEDURES FOR ADDING A CUSTOMER INTO THE DO NOT RENT "Customer Warning" DATABASE**:

1. Contractor will include an individual customer in its "Customer Warning" database after one of the following items listed above; but not limited to, has occurred.

2. The individual customer is referenced by driver's license and as a second identifying piece, phone number given at the time of rental.
3. At the time of rental, an individual customer would not be able to continue in the rental process if the driver's license and phone number match a listing in the Database.
4. The individual customer would be notified that a rental cannot occur at this time.
5. If a remedy is available (examples would be payment of an outstanding rental, etc) at the time of rental, then every effort would be made to provide a remedy immediately. This is not a guarantee of remedy, nor would all situations allow for removal from the Customer Warning Database.

**Procedures outlined above are for general illustrative purposes only and may be updated locally as the standard operating procedures of the Contractor. These procedures are established as a guideline and would follow by determination all laws and regulations of the Commonwealth.

E. Evidence of Insurance:

When requested by the Authorized User or driver, Contractor shall furnish evidence of insurance to the Authorized User or driver.

F. Rental Period:

Contractor shall provide vehicles for round trip and one-way travel.

Rental period options shall be:

1. Half-day: Defined as a consecutive period of four (4) hours or less during the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
 - a. Half-Day rates shall be available via a special half-day rate customer identification number assigned by the Contractor. This number shall be used in all instances where a half-day rate is requested.
 - b. Vehicle shall be picked-up and dropped-off on the same day.
 - c. Half-day rate shall apply to vehicles picked-up and dropped-off and the time periods shall be the following:
 - i. 8:00 a.m. through 12 Noon
 - ii. 1:00 p.m. through 5:00
 - d. One (1) hour grace period shall not apply to Half-day rentals.

- e. Any Half-day rental period exceeding four (4) hours will be considered a Daily rental, as defined below in Item 2, entitled "Daily."
- 2. Daily: Defined as one (1) consecutive 24-hour time period with a one (1) hour grace period.
- 3. Weekly: Defined as seven (7) consecutive 24-hour periods.
- 4. Monthly: Defined as thirty (30) consecutive 24-hour periods.
- 5. Week-end: Defined as three (3) consecutive 24-hour periods beginning on Friday and ending on Monday. The end time shall be exactly 72 hours after the starting time on Friday before.
- 6. One-way Travel:
 - a. Within the boundaries of the Commonwealth of Virginia shall be permitted at no additional cost when vehicle is returned to a non-airport location.
 - b. Outside the boundaries of the Commonwealth of Virginia may be assessed an additional fee as outlined below in Section VI, entitled "Pricing Schedule," Subsection C, entitled "One-Way Travel Charge."

G. Rental Pick-up/Return:

- 1. Pick-up:
 - a. Authorized User shall have the option of walk-in or pick up from the Contractor's Commonwealth locations at no additional charge.
 - b. The reservation start time of the rental period shall begin at the time of acceptance by an Authorized User.
- 2. Return:
 - a. The reservation end time of the rental period shall be determined at the time of vehicle key return, at which point charges will stop accruing, except in cases where the Authorized User utilize the Contractor's drop box service (see Item "c" below.)
 - b. Authorized Users who return vehicles after the 24-hour rental period, but within the 25th hour, will not be assessed an additional charge. Vehicles returned after the grace period may be assessed an hourly fee of 33% of the then current vehicle classification rental rate until that hourly fee equals the Daily rental rate of that vehicle classification.
 - c. In the event where the rental vehicle is returned outside the boundaries of the Commonwealth of Virginia, normal one-way rental charges as reflected in the

then current Pricing Schedule shall apply. The Authorized User should notify the renting branch in advance of the one-way drop outside the Commonwealth. One-way rental charges will be added to the Contractor's invoice.

- d. Vehicles returned to airport locations shall be accessed a "One-Way Charge" as delineated in the then current Pricing Schedule reflected below in Section VI, entitled "Pricing Schedule," Subsection C, entitled "One-Way Travel Charge."
- e. Authorized User may utilize the Contractor's drop box service for after hour returns. If utilized, charges shall accrue at the normal rate and time period until the Contractor's opening time on the following business day.
- f. The Authorized User agrees to pay Contractor for all rentals and other amounts owed by an Authorized User under a Rental Contract relating to a Business Use rental not timely paid by such Authorized User.

H. **ORDERS / VEHICLE RESERVATIONS:**

Authorized Users may order Services from this Contract by any of the following methods:

1. Contractor's On-line Reservation System accessed via the Commonwealth's Office of Fleet Management Services website (<http://www.dgs.virginia.gov/fleet/>);
2. Contractors website (<http://www.enterprise.com>); under "Make a rental reservation." You will need your Commonwealth Public Body customer Identification number, which can be obtained from the Contractor at 1-800-261-7331 or 1-877-881-5500;
3. On-site at any Contractor location, or;
4. An eVA order, which shall be issued by any Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov> when any one (1) rental invoice exceeds \$50,000.

This ordering authority is solely limited to issuing orders for vehicle reservation Services available under this Agreement.

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER COMMONWEALTH ENTITY HAVE THE AUTHORITY TO MODIFY THIS AGREEMENT.

Authorized Users providing a 48-hour reservation notice shall be guaranteed the specific vehicle classification requested. Authorized Users providing less than a 48-hour reservation notice shall not be guaranteed a specific vehicle classification.

I. **Reservation Cancellations:**

There will be no charge to an Authorized User for a cancelled reservation provided that the Authorized User has canceled the reservation prior to the Contractor dispatching a vehicle to the Authorized User's location. Should the Contractor receive a reservation cancellation after having already dispatched a vehicle to the Authorized User's location then the Contractor may charge a fee equivalent to, or less, than the contract's Half-Day pricing, as reflected on any then-current contract term Pricing Schedule. (See Section VI ("Pricing Schedule") below; Subsections A or B, half-day rates)

J. **Restrictions:**

Luxury vehicles and high performance vehicles (sports cars) are not within the scope of this Agreement and shall not be offered to Authorized Users.

K. **Roadside Assistance Protection (RAP):**

1. Included with each rental, Contractor shall provide emergency Roadside Assistance around-the-clock, 365 days-a-year (24x7x365) from any location within the United States for mechanical breakdowns. A toll free assistance line shall be provided to each driver with each rental.

Contractor shall provide pick-up and/or drop-off service to repair facility during normal business hours, generally defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern time, based upon location.

2. Authorized Users shall have the option to also purchase a Roadside Assistance Protection plan from Contractor at the origination of rental reservation, where available. Under the optional Roadside Assistance Protection plan, in addition to emergency Roadside Assistance services in K.1 above, Contractor will also provide:
 - a. replacement of lost keys (including remote entry devices),
 - b. flat tire service (if no inflated spare is available, then the vehicle will be towed)*,
 - c. lockout service (if keys are locked inside the vehicle),
 - d. jump-starts, and
 - e. fuel delivery services for up to three (3) gallons of fuel if a vehicle is out of fuel.

*Note - Cost of a replacement tire is not covered by Roadside Assistance Protection.

Pricing for this Roadside Assistance Protection service shall be invoiced as outlined in Section VI, entitled "Pricing Schedule," Subsection D, entitled "Roadside Assistance Program (RAP)" below.

Roadside Assistance Protection is void and of no force or effect if at the time of the incident the driver was using the vehicle in violation of the terms and conditions of this Contract or any of the actions that invalidate the damage waiver. In such cases, roadside assistance will be available, but standard charges will apply.

3. If an Authorized User elects not to purchase Roadside Assistance Protection but sustains a breakdown that must use any of the services offered through the Roadside Protection Plan, then the Contractor shall be permitted to invoice the Authorized User for those Roadside Assistance services used including, but not limited to, replacement of lost keys (including remote entry devices), flat tire service, tire replacement, lockout service (if the keys are locked inside the vehicle), jump-starts, and fuel delivery service for up to three (3) gallons of fuel, etc., at a cost not to exceed Contractor's actual paid invoice cost, as evidenced by a copy of actual paid invoice, which Contractor shall provide when invoicing for such services.

L. Service Locations:

1. The Contractor shall have a sufficient number of service locations in order to service all counties and cities within the Commonwealth of Virginia Districts reflected below:
 - a. **Northern Virginia District 9** (includes Arlington, Fairfax, Loudoun, and Prince William counties)
2. See Contractor's website, www.enterprise.com for specific service location addresses and contact information.

M. Special Offers and Promotions:

Special Offers and Promotions shall be made available in instances when the Base Rental Fee chosen does not include Liability and Loss Damage Waiver Fee for rentals originating within the Commonwealth of Virginia.

At its sole discretion, Contractor may offer temporary discounts or promotions to the Commonwealth or any Authorized User of this Agreement. If the Contractor offers a temporary promotion to any Authorized User or Public Body entity within the Commonwealth, then Contractor will extend the promotional offer to all Authorized Users.

N. Upgrades:

Whenever reservations are made 48 hours in advance and the vehicle class requested is not available at the time of pick-up an upgrade shall be provided at no additional cost. Upgrades to luxury or sport class vehicles shall not be allowed.

O. Vehicle Acceptance:

All vehicles shall be given a thorough walk around inspection noting its operating condition and body or other damage before being accepted by the driver.

P. Web Site Functionality:

Contractor shall make available a functioning, intuitive, and user-friendly web site for the Authorized User's to place vehicle rental reservations. The Contractor shall host and maintain the web site at no expense to the Commonwealth for the term of this agreement.

III. SAFETY REQUIREMENTS:

Vehicles shall conform to all Federal and State Safety Standards and Regulations, including but not limited to those published by the United States' Department of Transportation's National Highway Traffic Safety Administration and the Commonwealth of Virginia's Department of Motor Vehicles' Board of Transportation Safety.

IV. VEHICLE REQUIREMENTS:

A. Americans with Disabilities Act (ADA):

Contractor shall comply with ADA or the specific requirements of the traveler. Contractor shall provide mobility-impaired features and controls, including but not limited to, hand controls, spinner knobs and pedal extenders, at no additional charge.

B. Classifications:

In addition to the specifications listed below all vehicles shall feature factory installed air conditioning, power steering, power brakes, automatic transmission, and driver side air bag. Vehicles shall also feature factory installed anti-lock braking system (ABS) when available at the rental location. Contractor shall provide the following vehicle classifications:

1. Car, Economy: 2-4 passenger seating. Chevrolet Aveo or similar.
2. Car, Compact: 4-5 passenger seating, 4-cylinder or better performance, and four (4) doors. Nissan Versa or similar.
3. Car, Intermediate: 4-5 passenger seating. Toyota Corolla or similar.
4. Car, Standard: 4-5 passenger seating. Ford Fusion or similar.
5. Car, Full Size: 4-5 passenger seating. Chevrolet Impala or similar.
6. Sports Utility Vehicle (SUV), Intermediate: 5 passenger seating. Ford Escape or similar.
7. SUV, Standard: 5 passenger seating. Jeep Grand Cherokee or similar.

8. SUV, Large: 7 passenger seating. Chevrolet Suburban, Ford Expedition, or similar.
9. Truck, Box, 15-16': 2-3 passenger seating. General Motors Corporation (GMC) W4500 or similar.
10. Truck, Box, 24': 2-3 passenger seating. International 4300 or similar.
11. Truck, Box, 26': 2-3 passenger seating. International 4300 or similar.
12. Truck, Cutaway: 2-passenger seating. Chevrolet 3500 or similar.
13. Truck, Stakebed, 20-24': 2-3 passenger seating. International 4300 or similar.
14. Pickup Truck, ½ Ton, 2-5 passenger seating. May not be available in all regions. Ford F150.
15. Pickup Truck, ¾ Ton: 2-5 passenger seating. Ford F250 or similar.
16. Van, Mini: 6-7 passenger seating, 6-cylinder or better performance, and dual airbags. Cruise control and rear wipers are preferred. Chrysler Town & Country or similar.
17. Van, Passenger: 12-15-passenger seating, 8-cylinder performance, and dual airbags. GM Express or similar.
18. Van, Cargo: 2-passenger seating. Minimum cargo payload of 2,000 pounds, minimum 8' cargo bed, door opening to be at least 48" wide and 48" high. Chevy E250 or similar.
19. Other vehicle styles and models may be added **with prior written notification and approval** by the DGS Contracting Officer.

C. **Higher Miles-Per-Gallon (MPG) and Hybrid Vehicles Preferred:**

The Contractor shall make first available those cars that get higher MPG including hybrid vehicles.

D. **Fuel Requirement:**

1. Contractor shall provide vehicles which have a full tank of fuel at the time of pick up.
2. The Authorized User shall return vehicle with a full tank of fuel.

E. **Model Year:**

The Contractor shall provide a vehicle which is either a current or previous year's production model.

F. **Vehicle Defects:**

The Contractor shall repair, at their expense, any mechanical, electrical or other malfunction which occurs as a result of ordinary wear and tear or manufacturer's defect.

G. **Vehicle Mileage:**

The Contractor shall provide vehicles for which the odometer reflects no more than 30,000 original miles at the time of delivery.

V. **DRIVER PROTECTION PRODUCTS:**

In addition to the insurance and indemnity requirements found elsewhere in this Agreement, the following products are included in every rental to an Authorized User which is covered by the self-insurance plan administered by the Virginia Department of the Treasury's Division of Risk Management. Such products are included in the Base Rental Charges in the U.S. under this Agreement. Should an Authorized User which is not an entity covered by the self-insurance plan wish to order Services hereunder, the order shall specify whether the following products are desired:

A. **Collision Damage Waiver (CDW) for Business Rentals:**

For rentals to Authorized Users' employees ("Employee" or "Driver") for business use who are 21 years old or older only, the Base Rental Charges include full CDW (with no deductible) upon the terms and subject to the limitations set forth in the Contractor's then-current standard form of rental contract ("Rental Contract"). Certain exclusions apply for Collision Damage Waiver; please reference the Rental Contract for information regarding these exclusions.

B. **Supplemental Liability Protection (SLP) for Rent-A-Car Business Rentals:**

For rentals to Authorized Users' employees ("Employees" or "Driver") for business use who are 21 years old or older only and hold a valid driver's permit, the Base Rental Charges include SLP providing liability insurance for accidents arising out of the operation or use of the rental vehicle with combined single limits of \$1,000,000 for bodily injury or death and property damage per occurrence upon the terms and subject to the limitations set forth in Enterprise's then-current standard form rental contract ("Rental Contract") and in the insurance policy which provides the SLP (SLP not available in Alaska). SLP excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental vehicle. Protection is subject to the provisions of the Rental Contract and the SLP policy issued by Empire Fire and Marine Insurance Company, or any then-current Contractor insurance service provider. A Certificate of Insurance naming Customer as an Insured will be issued by Empire Fire and Marine Insurance Company upon request. Occasional personal use during business rental period is allowed. In the case of personal use of the vehicle when

rented for business purposes, spouses of current employees of an Authorized User will be considered an additional Driver.

C. SLP for Rent-A-Truck Business Rentals:

For truck rentals to Authorized Users' employees ("Employees" or "Driver"), for business use who are 21 years old or older only, the Base Rental Charges include SLP providing liability insurance for accidents arising out of the operation or use of the rental vehicle with combined single limits of \$1,000,000 for bodily injury or death and property damage per occurrence upon the terms and subject to the limitations set forth in the Contractor's then-current standard form rental contract ("Rental Contract") and in the insurance policy which provides the SLP (SLP not available in Alaska). SLP excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental vehicle. Protection is subject to the provisions of the Rental Contract and the SLP policy issued by Empire Fire and Marine Insurance Company. A Certificate of Insurance naming Customer as an Insured will be issued by Empire Fire and Marine Insurance Company upon request.

In the event of any discrepancy between a Rental Contract and Contract DGS-111212-ENTM, then the terms of this Contract DGS-111212-ENTM shall control.

D. DELIVERY SCHEDULE:

The delivery schedule of Services shall be as specified by Authorized User at the time of vehicle reservation. If delivery of all Services is not completed within the time specified, then Authorized User may cancel the individual order without further obligation.

E. DGS POINTS-OF-CONTACT:

Contract Administrator/Compliance

Carl Loveland, Business Manager
Department of General Services
Office of Fleet Management Services
2400 West Leigh Street
Richmond, Virginia 23226
Telephone: (804) 367-4352
Fax: (804) 236-3663
Email: carl.loveland@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

Contracting Officer

Linda W. Arrington, CPPB, VCO
Senior Contracting Officer
Department of General Services
Procurement Services
[1100 Bank Street, STE 724](#)
Richmond, Virginia 23219-3639
Telephone: (804) 371-0932
Fax: (804) 786-1593
Email: linda.arrington@dgs.virginia.gov
or procurement@dgs.virginia.gov
Web: <http://www.dgs.virginia.gov>

F. CONTRACTOR POINTS-OF-CONTACT:

Contractor's primary and secondary contacts shall be individuals authorized to handle complaint calls and inquiries about other problems as they may occur. These contact personnel shall be capable of authorizing immediate action when warranted.

The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the DGS Contracting Officer.

Primary Contact

Enterprise RAC Company of
Maryland, LLC
Attn: Lisa Pickup
Title: Account Manager
7500 Fullerton Road
Springfield, Virginia 22153
Telephone: (703) 455-8234 ext.100
Fax: (703) 342-0380
Cell: (703) 429-4187
E-mail: lisa.r.pickup@ehi.com
Web: www.enterpriseholdings.com

Billing/Administration

Enterprise RAC Company of
Maryland, LLC
Attn: Lisa Pickup
Title: Account Manager
7500 Fullerton Road
Springfield, Virginia 22153
Telephone: (703) 455-8234 ext.100
Fax: (703) 342-0380
Cell: (703) 429-4187
E-mail: lisa.r.pickup@ehi.com
Web: www.enterpriseholdings.com

Secondary Contact

Enterprise RAC Company of
Maryland, LLC
Attn: James Wagner
Title: Director of Business Rental Sales
2273 Research Boulevard
Rockville, Maryland 20850
Telephone: (301) 212-6493
Fax: (301) 670-5876
Cell: (301) 300-5574
E-mail: james.p.wagner@ehi.com
Web: www.enterpriseholdings.com

Customer Service and Support

Customer Service: 1-800-264-6350
Roadside Assistance: 1-800-307-6666
Reservations: 1-800-261-7331
or 1-877-881-5500

CONTINUED ON NEXT PAGE

VI. PRICING SCHEDULE:

A. Base Rental Rate for Rentals Originating Within the Commonwealth of Virginia without Liability and Loss Damage Waiver Fee:

These rates are NOT available to entities which are covered by the self-insurance plan administered by the Virginia Department of Treasury's Division of Risk Management.

Vehicle Classification*	Half Day	Daily	Weekly	Monthly	Weekend
Car:					
Economy	\$24.00	\$32.00	6 x Daily	24 x Daily	3 x Daily
Compact	\$24.75	\$33.00	6 x Daily	24 x Daily	3 x Daily
Intermediate Or Standard	\$25.50	\$34.00	6 x Daily	24 x Daily	3 x Daily
Full Size	\$27.00	\$35.00	6 x Daily	24 x Daily	3 x Daily
Sport Utility Vehicle (SUV):					
SUV, Intermediate	\$48.75	\$63.00	6 x Daily	24 x Daily	3 x Daily
SUV, Standard	\$48.75	\$63.00	6 x Daily	24 x Daily	3 x Daily
SUV, Large	N/A	\$89.00	6 x Daily	24 x Daily	3 x Daily
Truck:					
Truck, Box, 15-16'	N/A**	\$68.00	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 24'	N/A	\$83.00	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 26'	N/A	\$88.00	6 x Daily	24 x Daily	3 x Daily
Truck, ½ ton, Pick-up	\$36.00	\$48.00	6 x Daily	24 x Daily	3 x Daily
Truck, ¾ ton, Pick-up	\$41.25	\$55.00	6 x Daily	24 x Daily	3 x Daily
Truck, Cutaway	N/A	\$65.00	6 x Daily	24 x Daily	3 x Daily
Truck, Stake Bed, 20-24'	N/A	\$88.00	6 x Daily	24 x Daily	3 x Daily
Van:					
Van, Cargo	N/A	\$45.00	6 x Daily	24 x Daily	3 x Daily
Van, Mini	N/A	\$65.00	6 x Daily	24 x Daily	3 x Daily
Van, Passenger	N/A	\$89.00	6 x Daily	24 x Daily	3 x Daily

* Refer to Section IV above, entitled "Vehicle Requirements," Paragraph B, entitled "Classifications" for vehicle seating capacity and examples of manufacturer and models.

**Not Available

B. Base Rental Rate for Rentals Originating Within the Commonwealth of Virginia with Liability and Loss Damage Waiver Fee:

These rates shall apply to all orders placed by entities which are covered by the self-insurance plan administered by the Virginia Department of Treasury's Division of Risk Management.

Vehicle Classification*	Half Day	Daily	Weekly	Monthly	Weekend
Car:					
Economy	\$24.49	\$32.65	6 x Daily	24 x Daily	3 x Daily
Compact	\$25.24	\$33.65	6 x Daily	24 x Daily	3 x Daily
Intermediate Or Standard	\$25.99	\$34.65	6 x Daily	24 x Daily	3 x Daily
Full Size	\$27.49	\$36.65	6 x Daily	24 x Daily	3 x Daily
Sport Utility Vehicle (SUV):					
SUV, Intermediate	\$49.24	\$63.65	6 x Daily	24 x Daily	3 x Daily
SUV, Standard	\$49.24	\$63.65	6 x Daily	24 x Daily	3 x Daily
SUV, Large	N/A**	\$90.00	6 x Daily	24 x Daily	3 x Daily
Truck:					
Truck, Box, 15-16'	N/A	\$80.00	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 24'	N/A	\$100.00	6 x Daily	24 x Daily	3 x Daily
Truck, Box, 26'	N/A	\$105.00	6 x Daily	24 x Daily	3 x Daily
Truck, Compact	\$41.74	\$55.65	6 x Daily	24 x Daily	3 x Daily
Truck, Cutaway	N/A	\$70.00	6 x Daily	24 x Daily	3 x Daily
Truck, Full Size	\$41.74	\$55.65	6 x Daily	24 x Daily	3 x Daily
Truck, Stake Bed, 20-24'	N/A	\$105.00	6 x Daily	24 x Daily	3 x Daily
Van:					
Van, Cargo	N/A	\$55.65	6 x Daily	24 x Daily	3 x Daily
Van, Mini	N/A	\$65.65	6 x Daily	24 x Daily	3 x Daily
Van, Passenger	N/A	\$90.00	6 x Daily	24 x Daily	3 x Daily

* Refer to Section IV above, entitled "Vehicle Requirements," Paragraph B, entitled "Classifications" for vehicle seating capacity and examples of manufacturer and models.

**Not Available

C. One-Way Travel Charge:

1. When Vehicle is Returned to Contractor's Non-Airport Branch Location:
 - a. Within the boundaries of the Commonwealth: No Charge
 - b. Outside the boundaries of the Commonwealth: \$1.00/mile
2. When Vehicle is Returned to Contractor's Airport Branch Location:
 - a. Dulles International Airport: \$75.00
 - b. Reagan National Airport: \$75.00

D. Roadside Assistance Protection (RAP): Not to Exceed \$3.99/Day

E. Collision Damage Waiver (CDW):

1. Economy to Full-size car: Not to Exceed \$14.99/Day
2. Premium car through Full-size SUV: Not to Exceed \$17.99/Day
3. 12/15 Passenger Van: Not to Exceed \$20.99/Day

F. Supplemental Liability Protection (SLP): Not to Exceed \$12.99/Day

G. Optional Global Positioning System (GPS) Onboard Portable Navigation System:

Not to Exceed \$10.99/Day

H. Virginia Airport and Fixed Base Operation (FBO) Location Fees:

Fees shall be invoiced at the rates reflected below or the then current rates reflected on the individual Airport or FBO's publicly posted Pricing Schedule.

1. Virginia Airport Locations:

Location	Access Fee	Concession Recovery Fee	Customer Facility Fee
Blacksburg Airport	N/A	11.11%	N/A
Dulles International Airport	11.11%	N/A	N/A
Lynchburg Airport	N/A	11.11%	N/A
Newport News Airport	N/A	11.11%	\$3.00/Day
Norfolk International Airport	N/A	11.11%	\$0.62/Day
Reagan National Airport	8%	N/A	N/A
Richmond International Airport	N/A	11.11%	\$1.70/Day
Roanoke Airport	N/A	11.11%	N/A

2. Virginia FBO Locations:

Location	Access Fee	Concession Recovery Fee	Customer Facility Fee
Aero Industrial Aviation	N/A	N/A	N/A
Airport Authority	N/A	N/A	N/A
Atlantic Aviation	N/A	11.11%	\$3.00/Day
Blue Ridge Airport	N/A	N/A	N/A
Central Virginia Aviation	N/A	N/A	N/A
Crewe Municipal Airport	N/A	N/A	N/A
Culpeper County Reg. Airport	N/A	N/A	N/A
Dominion Aviation	N/A	N/A	N/A
Dulles/Private Airport Hawthorn	11.11%	N/A	N/A
Executive Air	N/A	N/A	N/A
Falwell Aviation	N/A	N/A	N/A
Franklin Municipal Airport	N/A	N/A	N/A
General Aviation Danville	N/A	N/A	N/A
Glick Fields Inc.	N/A	N/A	N/A
Hampton Roads Exec Airport	N/A	N/A	N/A
Heart of Virginia Aviation (Farmville/Ashland)	N/A	N/A	N/A
Horizon Aviation	N/A	N/A	N/A
Hummel Aviation LLC	N/A	N/A	N/A
Landmark Aviation Charlottesville	N/A	N/A	N/A
Landmark Aviation Roanoke	N/A	11.11%	\$1.70/Day
Landmark Aviation/Norfolk	N/A	N/A	N/A
Million Air Richmond	N/A	11.11%	N/A
Mountain Empire Aviation	N/A	N/A	N/A
New Kent County	N/A	N/A	N/A
New London Airport	N/A	N/A	N/A
New River Valley Airport	N/A	N/A	N/A
Richmond Jet Center	N/A	11.11%	\$1.70/Day
Rick Aviation	N/A	11.11%	\$3.00/Day
Shenandoah Airport	N/A	N/A	N/A
Skylark Aviation	N/A	N/A	N/A
Suffolk Airport	N/A	N/A	N/A
Twin County Airport	N/A	N/A	N/A
Virginia Aviation Retail	N/A	N/A	N/A
Virginia Highlands Airport	N/A	N/A	N/A
Virginia Tech/Montgomery Co. Airport	N/A	N/A	N/A
West Point Aviation	N/A	N/A	N/A
Williamsburg Jamestown Airport	N/A	N/A	N/A