

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000292929
ELRAC LLC
PO Box 840154
Kansas City MO 64184-0154
United States

Contract ID 0000000000000000000016365	Page 1 of 9
Contract Dates 02/01/2010 to 10/18/2019	Origin CPS
Description: CPS-RENTAL VEHICLES	Contract Maximum \$9,999,999.00
Buyer Name Smith,Steven D	Buyer Phone 828-4681
Contract Status Approved	

Phone #: (503) 612-8195

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CARS, VANS AND TRUCKS FOR USE BY STATE EMPLOYEES WHEN TRAVELING ON OFFICIAL STATE BUSINESS.	EA	0.01000	0.00	0.00

RENTAL VEHICLE PRICING FOR ENTERPRISE AND NATIONAL
THE FOLLOWING RATES APPLY TO ALL RENTALS:

ECONOMY/COMPACT
DAILY RATE: \$31.30
WEEKLY RATE: \$156.51
MONTHLY RATE: \$626.05
31-90 Days: \$20.36 daily
91-160 Days: \$19.35 daily
161+ Days: \$18.73 daily

INTERMEDIATE/STANDARD
DAILY RATE: \$33.20
WEEKLY RATE: \$166.00
MONTHLY RATE: \$664.01
31-90 Days: \$21.52 daily
91-160 Days: \$21.11 daily
161+ Days: \$20.30 daily

FULL SIZE
DAILY RATE: \$35.79
WEEKLY RATE: \$178.94
MONTHLY RATE: \$715.78
31-90 Days: \$23.28 daily
91-160 Days: \$22.23 daily
161+ Days: \$21.72 daily

PREMIUM/LUXURY
DAILY RATE: \$59.30
WEEKLY RATE: \$296.48
MONTHLY RATE: \$1,185.93
31-90 Days: \$38.06 daily
91-160 Days: \$36.54 daily
161+ Days: \$35.53 daily

JEEP
DAILY RATE: \$69.70
WEEKLY RATE: \$348.50
MONTHLY RATE: \$1,394.00
31-90 Days: \$44.66 daily
91-160 Days: \$43.14 daily
161+ Days: \$41.62 daily

CONVERTIBLE
DAILY RATE: \$69.70
WEEKLY RATE: \$348.50
MONTHLY RATE: \$1,394.00
31-90 Days: \$44.66 daily
91-160 Days: \$43.14 daily
161+ Days: \$41.62 daily

HYBRID
DAILY RATE: \$47.37
WEEKLY RATE: \$236.85

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		MONTHLY RATE: \$947.40 31-90 Days: \$30.82 daily 91-160 Days: \$29.27 daily 161+ Days: \$28.35 daily				
		ALTERNATIVE FUEL DAILY RATE: \$47.37 WEEKLY RATE: \$236.85 MONTHLY RATE: \$947.40 31-90 Days: \$30.82 daily 91-160 Days: \$29.27 daily 161+ Days: \$28.35 daily				
		MINI VAN DAILY RATE: \$53.72 WEEKLY RATE: \$268.62 MONTHLY RATE: \$1,074.48 31-90 Days: \$34.51 daily 91-160 Days: \$33.50 daily 161+ Days: \$32.48 daily				
		SMALL (5 PASSENGER) SUV DAILY RATE: \$54.77 WEEKLY RATE: \$273.85 MONTHLY RATE: \$1,095.39 31-90 Days: \$34.51 daily 91-160 Days: \$33.50 daily 161+ Days: \$32.48 daily				
		LARGE (7-8 PASSENGER) SUV DAILY RATE: \$84.63 WEEKLY RATE: \$423.15 MONTHLY RATE: \$1,692.61 31-90 Days: \$54.10 daily 91-160 Days: \$51.39 daily 161+ Days: \$49.77 daily				
		SMALL PICKUP DAILY RATE: \$48.89 WEEKLY RATE: \$244.46 MONTHLY RATE: \$963.40 31-90 Days: \$31.47 daily 91-160 Days: \$29.94 daily 161+ Days: \$28.93 daily				
		LARGE PICK UP DAILY RATE: \$53.05 WEEKLY RATE: \$265.27 MONTHLY RATE: \$1,061.08 31-90 Days: \$34.00 daily 91-160 Days: \$32.48 daily 161+ Days: \$31.47 daily				
		CARGO VAN DAILY RATE: \$43.07 WEEKLY RATE: \$215.33 MONTHLY RATE: \$861.33 31-90 Days: \$27.41 daily				

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91-160 Days: \$26.14 daily
161+ Days: \$25.38 daily

12 PASSENGER VAN
DAILY RATE: \$100.91
WEEKLY RATE: \$504.56
MONTHLY RATE: \$2,018.23
31-90 Days: \$64.37 daily
91-160 Days: \$61.14 daily
161+ Days: \$59.22 daily

GEOGRAPHIC SURCHARGES:

CALIFORNIA: LOS ANGELES METRO, SAN DIEGO METRO, SAN FRANCISCO METRO, OAKLAND METRO, SACRAMENTO METRO, RIVERSIDE METRO, SAN BERNARDINO METRO - \$6.00

TEXAS: MIDLAND METRO, LUBBOCK METRO, AUSTIN METRO, COLLEGE STATION METRO, HOUSTON METRO, DALLAS/FT WORTH METRO, SAN ANTONIO METRO, BROWNSVILLE/CORPUS CHRISTI METRO - \$6.00

VERMONT: BURLINGTON METRO - \$7.00

NEW YORK: ALBANY METRO - \$7.00

ALASKA: FAIRBANKS, ANCHORAGE, JUNEAU - \$10.00

NEW YORK: LONG ISLAND METRO, WESTCHESTER METRO, NEWARK METRO - \$15.00

NEW YORK: NEW YORK CITY METRO - \$23.00

The following National locations may have a seasonal daily surcharge from \$2.00 up to \$6.00 per day.

State Location Description

- AL DOTHAN ARPT
- AR Fort Smith ARPT
- AR NORTHWEST ARKANSAS REGIONAL AIRPORT
- CA EUREKA - ARCATA AIRPORT
- CO VAIL/EAGLE COUNTY/GYPSUM
- CO VAIL/EAGLE COUNTY/GYPSUM
- GA COLUMBUS METRO ARPT
- GA Macon ARPT
- IA SIOUX CITY ARPT
- ID IDAHO FALLS ARPT
- ID TWIN FALLS APT
- IL BLOOMINGTON ARPT
- IL Champaign INTOWN
- IL Champaign APRT
- IL PEORIA ARPT
- IL Rockford ARPT
- IN ANDERSON - E 53RD ST
- IN FWAC49 - WALKUP ONLY
- IN FT WAYNE INTL ARPT
- IN TERRE HAUTE - S 3RD ST
- IN Lafayette INTOWN
- KS WICHITA MID-CONTINENT ARPT
- LA ALEXANDRIA ARPT
- LA BATON ROUGE ARPT
- LA Lake Charles ARPT
- LA MONROE ARPT
- LA SHREVEPORT ARPT

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		MI FLINT ARPT				
		MI Muskegon ARPT				
		MI Traverse City ARPT				
		MN BRAINERD ARPT				
		MT BILLINGS ARPT				
		MT BOZEMAN ARPT				
		MT KALLISPEL AIRPORT				
		MT GREAT FALLS INTL ARPT				
		MT HELENA REGIONAL ARPT				
		MT MISSOULA				
		MT MISSOULA ARPT				
		ND GRAND FORKS ARPT				
		ND MINOT ARPT				
		NE NORTH PLATTE ARPT				
		PA ALLENTOWN ARPT				
		PA SCRANTON INTL ARPT				
		PA Erie ARPT				
		PA STATE COLLEGE - HIGH TECH ROAD				
		PA STATE COLLEGE ARPT				
		SD SIOUX FALLS - S LOUISE AVE				
		SD SIOUX FALLS ARPT				
		SD RAPID CITY ARPT				
		TX CORPUS CHRISTI ARPT				
		TX Tyler ARPT				
		VA ROANOKE - COULTER DR.				
		VA ROANOKE REGIONAL ARPT				
		VT BURLINGTON ARPT				
		WI APPLETON ARPT				
		WI MOSINEE ARPT				
		WI GREEN BAY ARPT				
		WI LA CROSSE MUNICIPAL ARPT				
		WI RHINELANDER ARPT				
		WV CHARLESTON ARPT				
		WV LEWISBURG				
		WY JACKSON HOLE DOWNTOWN				
		WY JACKSON HOLE AIRPORT				

DETAILED REQUIREMENTS:

ALL VEHICLES RENTED TO THE STATE MUST BE IN GOOD MECHANICAL CONDITION, HAVE TIRES THAT WILL MEET VERMONT INSPECTION STANDARDS AND HAVE CURRENT REGISTRATIONS, INSURANCE CARDS AND A FULL TANK OF FUEL. VEHICLES MUST BE EQUIPPED WITH TIRES APPROPRIATE FOR THE SEASON IN WHICH THEY ARE RENTED.

ALL RENTALS AND CANCELLATIONS OF VEHICLES WILL BE MADE BY THE INDIVIDUAL EMPLOYEE

ALL RENTAL VEHICLES SHALL INCLUDE UNLIMITED MILEAGE.

CONTRACTOR SHALL AFFORD LIABILITY COVERAGE FOR OPERATORS UNDER THIS CONTRACT WITH LIMITS NOT LESS THAN \$1,000,000 CSL AND AUTO PHYSICAL DAMAGE (COMPREHENSIVE AND COLLISION) WITH NO DEDUCTIBLE FOR NO ADDITIONAL CHARGE.

EMERGENCY ROAD SERVICES DURING THE RENTAL PERIOD ARE INCLUDED. PRICING IS INCLUDED IN LINE ITEM 2 OF THIS CONTRACT. IMMEDIATE ACTION TO REMEDY THE PROBLEM MUST OCCUR AND/OR A REPLACEMENT VEHICLE MUST BE PROVIDED.

PAYMENTS FOR RENTALS MAY BE MADE ON A STATE OF VERMONT VISA CARD AT THE TIME THE VEHICLE IS RETURNED OR THE DEPARTMENT CAN SET UP A DIRECT BILLING APPLICATION WITH THE CONTRACTOR FOR RENTALS ORIGINATING WITHIN VERMONT. A RECEIPT DETAILING THE ACTUAL COST CHARGED TO THE VISA CARD MUST BE PROVIDED AT THE TIME THE CARD IS CHARGED. PERSONAL CREDIT CARDS WILL NOT BE REQUIRED FROM STATE EMPLOYEES WHEN RENTING VEHICLES FOR OFFICIAL STATE BUSINESS AND IF THE RENTAL ORIGINATES WITHIN THE STATE OF VERMONT. FOR OUT OF STATE RENTALS, A CREDIT CARD WILL BE REQUIRED AS THE FORM OF PAYMENT.

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ALL VEHICLES WILL BE PROVIDED WITH A FULL TANK OF FUEL. IF A STATE EMPLOYEE DOES NOT RETURN THE VEHICLE WITH A FULL TANK OF FUEL THE RENTAL COMPANY WILL FILL THE VEHICLE AND INVOICE THE DEPARTMENT FOR THE MISSING FUEL AT THE AVERAGE RETAIL COST OF FUEL FOR THE MARKET AT THE RETURN LOCATION. THE FUEL CHARGE WILL APPEAR AS A LINE ITEM ON THE RENTAL INVOICE. THE EMPLOYEE'S FULL NAME AND DATE OF TRAVEL MUST BE INCLUDED ON THE INVOICE.

VEHICLES SHALL BE STANDARD CURRENT MODEL YEAR, IF AVAILABLE, BUT MUST NOT BE MORE THAN THREE YEARS OLD (AS MEASURED FROM THE DATE OF MANUFACTURER). ALL VEHICLES SHALL BE MAINTAINED ACCORDING TO THE MANUFACTURER MAINTENANCE SCHEDULE. INTERIOR AND EXTERIOR OF VEHICLE SHALL BE CLEAN. ALL VEHICLES MUST COMPLY WITH ALL APPLICABLE FEDERAL AND STATE MOTOR VEHICLE, OSHA AND ICC REGULATIONS IN FORCE AT THE TIME OF RENTAL. ALL APPLICABLE GUARDS, WARNINGS AND WARNING LABELS REQUIRED BY LAW MUST BE COMPLIED WITH ACCORDINGLY.

RESERVATION POLICY: CONTRACTOR SHALL HAVE ON-LINE RESERVATION VIA THE INTERNET CAPABILITIES. CONTRACTOR MUST PROVIDE LOCAL TOLL-FREE TELEPHONE AND FAX NUMBERS. CONTRACTOR SHALL ALSO ACCEPT RESERVATIONS AT BRANCH LOCATIONS VIA WALK-IN OR LOCAL TELEPHONE NUMBER.

CONTRACTOR SHALL ACCEPT RESERVATIONS MADE AT LEAST 24 HOURS IN ADVANCE ON LOCAL RENTALS AND SEVEN (7) CALENDAR DAYS IN ADVANCE ON ONE WAY RENTALS, MINI VANS, LARGE SUVS AND 12 PASSENGER VANS.

VEHICLES ARE ONLY TO BE CONFIRMED BY THE CONTRACTOR IF THEY ARE AVAILABLE. EMPLOYEES WILL NOT BE EXPECTED TO WAIT MORE THAN TEN MINUTES FROM THE SCHEDULED PICK UP TIME FOR A VEHICLE.

IF A RESERVED VEHICLE IS NOT AVAILABLE AT TIME OF PICKUP BY THE TRAVELER, CONTRACTOR SHALL SUBSTITUTE A VEHICLE OF SIMILAR OR GREATER QUALITY AT NO ADDITIONAL COST. CONTRACTOR SHALL NOTE ON THE INVOICE THAT A VEHICLE OF SAME OR GREATER QUALITY WAS SUBSTITUTED AT SAME OR LOWER PRICE.

RESERVED VEHICLE WILL BE HELD FOR THREE (3) HOURS AFTER THE TRAVELER'S ESTIMATED TIME OF ARRIVAL PRIOR TO RELEASE. IN NO SITUATION SHALL THE STATE, PARTICIPANT OR TRAVELER BE LIABLE FOR PAYMENT OF 'NO SHOWS'.

NO SMOKING IS ALLOWED IN THE RENTAL VEHICLES. CONTRACTOR MAY REASONABLY CHARGE PARTICIPANT FOR ANY SMOKING DAMAGES CAUSED BY TRAVELER OR TRAVELER'S PASSENGERS IN THE VEHICLE WHILE IN TRAVELER'S POSSESSION.

2		OTHER CHARGES	EA	0.01000	0.00	0.00
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ROADSIDE ASSISTANCE FEE:

LOST KEY: VARIES BY MAKE/MODELS. INCLUDES REPLACEMENT KEYS, LOCKS AND TRANSPONDER.

LOCKOUT: \$61.00

FUEL: \$61.00

TIRES: \$61.00

JUMP START: 61.00

GPS RENTAL: \$11.95/DAY IN U.S. - \$12.95/DAY IN CANADA

ONE WAY RENTALS OVER 500 MILES - \$125.00 DROP CHARGE.

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS STATE OF VERMONT CONTRACT #16365 (THIS "CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA, PARAGRAPH 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT FOR VEHICLE RENTAL SERVICES #9950 WITH ENTERPRISE HOLDINGS. THE CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL 102-1524-09 FOR NATIONWIDE VEHICLE RENTAL SERVICES ISSUED JUNE 3, 2009 BY THE STATE OF OREGON ON BEHALF OF WSCA AND THE RESULTING MASTER PRICE AGREEMENT #9950 EFFECTIVE OCTOBER 19, 2009. THIS CONTRACT

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Buyer Name Smith, Steven D	Buyer Phone 828-4681
	Contract Status Approved

Phone #: (503) 612-8195

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INCORPORATES THE SERVICES AND PRICING OF THE PRICE AGREEMENT AND ALL TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #16365, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

TAX EXEMPTION: UNDER THIS CONTRACT, ENTERPRISE HOLDINGS WILL WAIVE ALL TAXES THAT THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE FOR.

ENTIRE CONTRACT: THE PARTICIPATING ADDENDUM, THE PRICE AGREEMENT, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

- (A) THIS CONTRACT #16365
- (B) THE PARTICIPATING ADDENDUM
- (B) THE MASTER PRICE AGREEMENT #9950, INCLUDING
- (C) THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS.

SCOPE OF CONTRACT: TO PROVIDE RENTAL VEHICLES FOR USE BY STATE EMPLOYEES WHEN TRAVELING ON OFFICIAL STATE BUSINESS

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR SEVEN (7) ADDITIONAL ONE YEAR TERMS UNDER MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

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TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE CONTRACTOR WILL ESTABLISH A VERMONT CONTRACT PAGE ON ITS WEB SITE ON WHICH WILL APPEAR THE MOST UP TO DATE PRODUCT PRICING AND OTHER RELEVANT CONTRACT INFORMATION, AS WELL AS LINKS TO PRODUCT INFORMATION.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

CONTRACTOR POINT OF CONTACT:

Joel Phillips
Business Rental Sales Executive
973-709-2458
Email: Joel.C.Phillips@ehi.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@Vermont.gov

AMENDMENT #1 - FEBRUARY 11, 2011 - TO ALLOW FOR THE PRICE INCREASES EFFECTIVE JANUARY 1, 2011 AS PER WSCA PRICING AGREEMENT NUMBER 9950.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT #2 - FEBRUARY 6, 2013 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD TO FEBRUARY 1, 2014 AND TO INCORPORATE PRICE INCREASES EFFECTIVE FEBRUARY 1, 2013 INTO THE CONTRACT PER WSCA PRICING AGREEMENT NUMBER 9950.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT #3 - JANUARY 27, 2014 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD TO FEBRUARY 1, 2015 AND TO INCORPORATE PRICE INCREASES EFFECTIVE DECEMBER 2, 2013 INTO THE CONTRACT PER WSCA PRICING AGREEMENT NUMBER 9950.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

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AMENDMENT #4 - JANUARY 14, 2015 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD TO FEBRUARY 1, 2016 AT THE SAME PRICES, TERMS AND CONDITIONS.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

AMENDMENT #5 - APRIL 2, 2015 - TO INCORPORATE THE FOLLOWING PHYSICAL DAMAGE WAIVER REQUIREMENTS INTO THE CONTRACT, APPLICABLE TO VEHICLES RENTED UNDER VERMONT FORESTS, PARKS AND RECREATION ACCOUNT NUMBER L24H374 ONLY.

Physical Damage (Damage Waiver): For rentals to Customer's employees ("Employees") for business use only, for specific vehicles under account number L24H374 (Vt. Forests, Parks, & Recreation) by mutual agreement only between the Office of Purchasing & Contracting and ELRAC, Base Rental Charges will include a \$2000.00 deductible on Physical Damage coverage that ELRAC provides. This deductible will be applicable to each incident or at the end of the rental term if no individual event is identified. If a claim(s) is indicated a damage report will be processed at that time. The deductible (or cost of repair, whichever is less) will be collected by our Damage Recovery Unit after an estimate has been done by an approved third party repair facility. Specifically exempted from this provision are acts of God such as damage from hail or wind. This is based upon the terms and subject to the limitations set forth in Enterprise's then standard form of rental contract ("Rental Contract").

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 03/01/15 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

AMENDMENT #6 - JANUARY 11, 2016 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD TO FEBRUARY 1, 2017 AT THE SAME PRICES, TERMS AND CONDITIONS.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/01/15 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C IS INCORPORATED INTO THE CONTRACT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT #7 - JULY 29, 2016 - TO EXTEND CONTRACT TO OCTOBER 18, 2017 TO COINCIDE WITH EXPIRATION DATE OF NVP MASTER AGREEMENT AND TO INCORPORATE PRICE INCREASES AND DECREASES EFFECTIVE JUNE 15, 2016 AS PER NASPOVALUEPOINT (FORMERLY WSCA/NASPO) PRICING AGREEMENT NUMBER 9950.

AMENDMENT #8 - AUGUST 31, 2017 - TO EXTEND CONTRACT TO OCTOBER 18, 2019 TO COINCIDE WITH EXPIRATION DATE OF THE CURRENT AMENDMENT TO NASPOVALUEPOINT MASTER AGREEMENT #9950.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000292929
ELRAC LLC
PO Box 840154
Kansas City MO 64184-0154
United States

Contract ID 0000000000000000000016365		Page 9 of 9
Contract Dates 02/01/2010 to 10/18/2019		Origin CPS
Description: CPS-RENTAL VEHICLES		Contract Maximum \$9,999,999.00
Buyer Name Smith,Steven D	Buyer Phone 828-4681	Contract Status Approved

Phone #: (503) 612-8195

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____