

*OLD DOMINION CLIENT  
STANDARD CONTRACT AGREEMENT  
VASCUPP Contract #UVA727496*

This contract entered into this 18th day of September, 2008 by Enterprise Leasing Company of Norfolk/Richmond, hereinafter referred to as "Enterprise", and Commonwealth of Virginia, Old Dominion Client, hereinafter referred to as "Client".

**WITNESSETH** that ENTERPRISE and Client, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF PERFORMANCE:**

The contract period shall commence upon final contract acceptance and execution, and will be in effect through April 22, 2009, and upon mutual agreement between both ENTERPRISE and Client, may be renewed for up to five (5) successive one-year. Enterprise and Client will mutually agree at least 120 days prior to each renewal period.

**ENTIRE AGREEMENT AND AMENDMENTS:**

The following documents are hereby incorporated by reference into this Agreement:

- a. The Client of Virginia's (UVA) "Agreement" dated April 23, 2008;
- b. Enterprise's proposal response dated September 17, 2007;
- c. Any and all negotiated changes, specifically as necessary, those electronic emails referenced in UVA's agreement;
- c. In the event of any conflict between this Agreement and any of the above documents, the provisions of this Agreement shall control.
- d. Where this Agreement is silent, Enterprise's response to the original Request for Proposal, including any exceptions, any and all associated addenda, and all mutually agreed upon negotiated changes shall control over Client's Agreement.

**SCOPE OF SERVICES:**

ENTERPRISE shall provide certain "Vehicle Rental Services" to Client in accordance with the information and requirements contained in the Client of Virginia's original Request for Proposal (RFP) #LK082807 and all addenda for same, the original response to same submitted by ENTERPRISE and all negotiated changes agreed to and accepted by ENTERPRISE and Client. Services shall include the following components:

a. Car Rental Services:

Enterprise will provide "Local" Rental Services consisting of cars, trucks and vans ("Vehicles") required by the Client's faculty, staff, students, and those traveling or working under the auspices of the Client. "Local" will be defined for local rental services as the borders of the Commonwealth excluding Northern Virginia. For purposes of this Agreement, Northern Virginia is defined as those

Cities and Counties found along the 95 corridor North of Hanover County, Cities and Counties found South of the Maryland, West Virginia and Virginia border near Interstate 66, Cities and Counties found North of Route 211, and Cities and Counties found North of Edinburg along Western Interstate 81.

b. **Vehicles and Equipment:**

- i. ***All Vehicles*** – Shall consist of automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, all appropriate driver passenger safety equipment, power windows, and doors and mirror adjustments on both passenger side and driver side;
- ii. ***Model Year*** – Shall be no older than two (2) model years;
- iii. ***Maintenance*** – All vehicles shall be maintained in accordance with manufacturer’s suggested maintenance schedules;
- iv. ***Fuel*** – Fuel tank shall be full (100%) at time of pick-up or delivery;
- v. ***ADA Compliant*** – If requested, provide vehicles with mobility-impaired features and controls or other requirements in compliance with the Americans with Disabilities Act or the specific requirement requested;
- vi. ***Alternative Fuel / Hybrids*** – Shall be offered if and when available;
- vii. ***Smoke Free Vehicles*** – All Vehicles shall be “smoke free”;
- viii. ***Mileage*** – Unlimited mileage for all rental Vehicles per rental transaction up to 3,000 miles;
- ix. ***Optional Equipment*** - GPS and other optional equipment shall be provided when requested. GPS and optional equipment are not included in the base rental rate. Fees and availability will vary by location; and
- x. ***Upgrades*** – *Upgrades shall be provided at no additional cost if the car class size requested is not available.*

c. **Services to be Provided:**

- i. Develop and implement on the Client website, a direct internet link to allow for on-line vehicle rental;
- ii. Set-up all Client employees renting Vehicles for the *Enterprise Rent-A-CarEPlus* express registration system;
- iii. Provide one way and round trip Vehicle rental(s) within the local service area. All other one way rentals outside of the geographic location listed above should utilize National Rental (US). National Rental (US) must be told the rental is a one-way rental and disclose the return to location. If the Vehicle is returned to a different location than the prearranged location, this is considered an "unauthorized drop" and additional charges could be charged.
- iv. Offer 24-hour roadside assistance;
- v. Available services at all major airports;
- vi. Allow for reservations via internet, telephone facsimile and/or in person;
- vii. Waive all cancellation fees on all Vehicle classes except 12 passenger van rentals. Which require a 48 hour notice of cancellation or a \$50 fee will be charged at all locations.

d. **Fees:**

Enterprise will provide Vehicles at the fees listed in this section. All fees for the Services are listed and guaranteed for the term of the Agreement. In any subsequent renewal period, after the first year, the rates will be increased by the CPI-W as defined by the "services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**Base Rental Rates 7/1/2008 to 6/30/2009:** All Rentals in Virginia, *except* for the Northern Virginia area.

	Day	Week	Month
Compact	\$30.00	\$180.00	\$720.00
Intermediate	\$32.00	\$192.00	\$768.00
Standard	\$34.00	\$204.00	\$816.00
Full	\$35.00	\$210.00	\$840.00
Minivan	\$60.00	\$360.00	\$1,250.00
Pick Up	\$52.00	\$312.00	\$1,100.00
Specially	\$60.00	\$360.00	\$1,250.00
12 pass	\$80.00	\$468.00	\$1,500.00

**Base Rental Rates 7/1/2008 to 6/30/2009:** All Rentals *outside* of Virginia.

	Day	Week	Month
Compact	\$35.00	\$210.00	\$840.00
Intermediate	\$37.00	\$222.00	\$888.00
Standard	\$38.00	\$228.00	\$912.00
Full	\$40.00	\$240.00	\$960.00
Minivan	\$62.00	\$372.00	\$1,488.00
Pick Up	\$55.00	\$330.00	\$1,320.00
Specially	\$62.00	\$372.00	\$1,488.00
12 pass	\$82.00	\$492.00	\$1,968.00

1. Base Rental Charges apply to Enterprise locations in the following geographic area(s): Commonwealth of Virginia excluding Northern Virginia locations. For clarification, please refer to page 1, Scope of Services, Section *a. Car Rental Services*.
2. **EXCLUSIONS:** Base Rental Charges do not include applicable taxes, surcharges, refueling or one-way, or, except as set forth below, any optional products or services such as collision damage waiver ("CDW"), supplemental liability protection ("SLP"), personal accident insurance and personal effects coverage ("Driver Protection Products").
3. **MILEAGE CHARGES:** No mileage charge for rentals originating in the local service area (excluding Northern Virginia). All rental transactions include a 3000 mileage cap per rental transaction (.25 each additional mile).
4. **ONE-WAY FEES:** One-way rentals are permitted for a one-time \$35 fee if the rental originates and is returned within the local service area. One-way rental availability is determined at the time of the reservation. If the Vehicle is returned to a different location than the prearranged location, this is considered an 'unauthorized drop' and additional charges could be charged.
5. **Enterprise Fee Notes:**  
In any subsequent renewal period after June 30, 2009, the rates will be increased by the CPI-W as defined by the "services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

e. **Customer Service:**

Enterprise will provide a Customer Service Representative as its main contact for the Client. The Customer Service Representative will handle all issues, complaints, as well as respond by email directly to Client departments on behalf of Enterprise. All issues and resolutions will be documented and furnished in a report to the Client.

f. **Insurance / Accidents:**

- i. Client is insured under an elective *Leased Vehicle Comprehensive and Collision Damage* insurance policy via the Commonwealth Property Insurance Plan, and said policy will cover losses to any leased vehicle(s) while it is in the care, custody and control of authorized Client faculty, staff, students, and/or other designees when conducting official business and/or travel related activities on behalf of the Client;
- ii. Client's faculty, staff, students, and/or designees renting Vehicles will report all accidents to Enterprise within 24 hours, or as soon as otherwise practical; and
- iii. Enterprise will fill out an accident report and forward a copy to the Client's Contract Administrator.

g. **Reporting:**

Enterprise will provide reports to include, but not be limited to:

- i. Quarterly and Annual reports that show dollars spent per month by:
  1. Department;
  2. Vehicle size; and
  3. Length of rental;
- ii. Other reports as deemed necessary by the Client.

h. **Invoicing:**

Enterprise shall on a monthly basis submit a summary bill invoice that references:

- i. Name of department & budget code;
- ii. Vehicle rental date(s);
- iii. Vehicle type, including any optional equipment;
- iv. Daily rental rate; and
- v. Renter's name.

i. **Invoice Delivery:**

- i. Enterprise shall submit one (1) original monthly summary invoice to:

Old Dominion University  
Office of Finance, Accounts Payable  
Rollins Hall, Room 206  
Norfolk, Virginia 23529

- ii. Enterprise shall provide each department/budget unit with a copy of their invoice(s) for vehicle rentals during any and all associated billing periods.

j. **Contract Administrator:**

The individual named below will serve as the Contract Administrator and will be the point of contact at the University under this Agreement:

Harry R. Smithson, Jr.  
Assistant Director, Materiel Management  
4401 Powhatan Avenue, Suite 111  
Norfolk, Virginia 23529

**TERMS and CONDITIONS:**

The following terms and conditions shall remain in effect for the duration of the contract period, including any and all renewal periods, as follows:

a. ***Nondiscrimination:*** During the performance of this Agreement, Enterprise will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the Client does not discriminate against faith-based organizations.

b. ***Conflict of Interest:*** Enterprise represents to the Client that its entering into this Agreement with the Client and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *etseq*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq*) or any other applicable law or regulation.

c. ***Assignment:*** Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

d. ***Amendments:*** No amendment of this Agreement will be effective unless it is reduced to writing and executed by the Client's Executive Director of Construction & Procurement Services, and/or their designee, and by the individual signing Enterprise's proposal or by other individuals named by either party as specified in Section E. **Notices** below. If Enterprise deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

e. ***Notices:*** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices shall be addressed to a party at such party's address or facsimile number as shown below.

**If to the Client:**

Harry R. Smithson, Jr.  
Assistant Director, Materiel Management  
4401 Powhatan Avenue, Suite 111  
Norfolk, Virginia 23529  
Facsimile: (757) 683-5108  
Email: [hsmiths@odu.edu](mailto:hsmiths@odu.edu)

f. ***Independent Contractor:*** Enterprise is not an employee of the Client, but is engaged as an independent contractor. Enterprise will indemnify and hold harmless the Commonwealth of Virginia, the Client, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to Enterprise's performance of this Agreement. Nothing in this Agreement will be construed as authority for Enterprise to make commitments

which will bind the Client, or to otherwise act on behalf of the Client, except as the Client may expressly authorize in writing.

**g. *Worker's Compensation and Employer's Liability:*** Enterprise will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

**h. *Indemnification:*** Enterprise will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of Old Dominion Client, and their agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of any negligent, wrongful or tortious act or omission of Enterprise's employees, if any, in the performance of the Agreement by Enterprise or its agents or subcontractors, including the provision of any services or products. Enterprise warrants that the products, goods and services provided the Client may be used by the Client without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and hold harmless the Client (its employees and agents) from and against any such claim.

**i. *Governing Law:*** This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

**j. *Termination:*** If at any time during the initial term or any renewal term, either party considers terminating this Agreement, such party will give the other party written notice that it is considering such action, which notice will set forth with sufficient specificity such party's reasons for contemplating termination. During the following 30 day period the parties will discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the 30 day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party 60 days' written notice of its intention to terminate; provided, however, neither party may give notice of its intention to terminate during the first 90 days of operation of this Agreement.

**k. *Non-Appropriation:*** Funding for any Agreement between the Client and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the Client effective the last day for which appropriated funding is available.

**l. *Right of Audit:*** The Client reserves the right to audit or cause to be audited Enterprise's books and accounts regarding the Client's account at any time during the term of this Agreement and for five years thereafter. Enterprise will make available to the Client all books and records relating to performance of this Agreement as may be requested during said period.

**m. *Insurance:*** Listed below is the insurance Enterprise must maintain under this Agreement. not event should Enterprise construe these minimum required limits to be their limit of liability to the Client. Enterprise will maintain insurance which meets or exceeds the requirements of the Client with insurance companies that hold at least an A- financial rating with A.M. Best Company. No Agreement will be executed by the Client until Enterprise satisfies the insurance requirements of the Client. Enterprise may be required to provide the Client with a valid Certificate of Insurance before providing any goods or services to the Client. The Client reserves the right to approve any insurance proposed by Enterprise.

**i. Automobile Insurance**

Enterprise and Subcontractor will provide a minimum combined single Limit of Liability per occurrence for \$1,000,000 for owned, hired, non-owned and garaged liability (if applicable) automobiles;

**ii. Additional Insured:**

If the Client requests to be named as an Additional Insured, the proper name is: "The (Commonwealth of Virginia, and the Rector and Visitors of Old Dominion Client, its officers, employees and agents."; and

iii. **Comprehensive Commercial General Liability**

Enterprise and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$1,000,000 per occurrence, with coverage for premises and operations.

n. ***Small, Woman-owned and Minority-owned (SWaM) Business Reporting:*** Enterprise will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the Client under the resulting Agreement. Enterprise will submit a quarterly SWAM business report to the Client by the 8<sup>th</sup> of the month following each calendar quarter, specifically the months of April, July, October, and January. Enterprise will submit the quarterly SWAM business reports to *Harry R. Smithson, Jr.* (See section e. above).

The quarterly SWaM business reports will contain, at a minimum, the following information:

- i. SWaM firm(s) name, address and phone number with which Enterprise has contracted over the specified quarterly period;
- ii. Contact person at the SWaM firm who has knowledge of the specified information;
- iii. Type of goods and/or services provided over the specified period of time;
- iv. Total amount paid to the SWaM firm(s) as it relates to the Client's account.

**Note:** Enterprise's failure to provide SWAM reports on a quarterly basis which contain the information required by this section and/or Enterprise's failure to comply with the plan for utilizing SWAM businesses submitted by Enterprise as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 4.M. of the "Purchasing Manual for Institutions of Higher Education and their Vendors."