

R# 19017



PURCHASING DEPARTMENT

415 East 12th Street
Kansas City, Missouri 64106

816-881-3267
Fax 816-881-3268

December 17, 2015

Enterprise Leasing Company of KS, LLC
Attn: Melanie McDole
5359 Merriam Drive
Merriam, Kansas 66203

Dear Ms. McDole:

Please consider this letter as Contract Award Notification for a Twelve (12) Month Term & Supply Contract for the furnishing of **Rental Vehicle Services** for the use by **Various Jackson County Departments** as detailed below:

Bid No: **61-15**

Commodity: **Rental Vehicle Services**

Resolution No: **19017**

Contract Award Amount: **\$91,000.00**

Contract Term: **December 17, 2015 to December 16, 2016**

Jackson County Point of Contact: **Jessica Johnson, 816-881-3465, jmjohnson@jacksongov.org**

Enterprise Leasing Co. of KS, LLC Point of Contact: **Melanie McDole, 913-967-8460, Melanie.d.mcdole@ehi.com**

The following required documents shall be furnished by your firm within ten (10) days after receipt of this agreement in accordance with the bid specifications.

CERTIFICATE OF INSURANCE

NOTE: INDICATE JACKSON COUNTY'S BID NUMBER ON ALL DOCUMENTS

The Jackson County Executive, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Executive or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Supplier and the sureties on said bond shall be liable.

JACKSON COUNTY MISSOURI

Q. Troy Thomas
Director of Finance and Purchasing

R. 19017

ENTERPRISE HOLDINGS



Global Corporate Services Agreement ("Agreement")

Jackson County Missouri ("Customer")

This Corporate Services Agreement ("Agreement") is between Customer and EAN Services, LLC ("EAN"). Customer and EAN agree as follows:

- Affiliates; Scope of Agreement.** Customer understands that EAN intends to, and shall have the right to, delegate the performance of certain of its obligations and duties under this Agreement (including, without limitation, all obligations and duties relating to the rental of vehicles) to one or more affiliates of EAN (each, an "Affiliate" and collectively, the "Affiliates") and to make available to Customer a network of independently owned franchisees and licensees (collectively "Franchisees") operating Enterprise Rent-A-Car and National Car Rental brand vehicle rental locations from which Customer may rent vehicles at the Rates provided herein in locations where EAN itself does not operate. This Agreement shall only apply to and cover vehicle rentals to an employee of Customer or its affiliates ("Eligible Renter") from a car rental facility which is located in the jurisdictions set forth in the Schedules attached hereto and which is operated under the brand name as set forth on each applicable Schedule. The particular brand (Enterprise and/or National) will be specified on each applicable Schedule and/or on the Rate Sheet for each applicable country. This Agreement shall not apply to rentals in jurisdictions not specified on a particular Schedule, to rentals by another brand not identified under the particular Schedule, to any rentals under the "Alamo Rent A Car" brand or, unless otherwise provided herein, to any truck rentals operated by Enterprise Commercial Truck. This Agreement shall not apply to any program or rentals by EAN or an Affiliate to an Eligible Renter under Rideshare by Enterprise or Enterprise Vanpool or such other similar brand names or programs providing similar services as are provided under such brands. Except as may otherwise be specifically stated in this Agreement, this Agreement shall not apply to any program or rentals by EAN or an Affiliate to an Eligible Renter under the Enterprise Car Sharing or Enterprise CarShare or WeCar or Mint or PhillyCar Share brand names or programs providing similar services as are provided under such brands.
- Term and Termination.** The term of this Agreement begins December 17, 2015, and shall end on December 16, 2016. Notwithstanding the foregoing, if either party (including, in the case of Customer, any Renter) shall default in the performance of any of its obligations or duties under this Agreement or any "Rental Contract" (as hereinafter defined) and such failure shall continue for a period of ten (10) days after written notice thereof from the non-defaulting party, then the non-defaulting party shall have the right to immediately terminate this Agreement by written notice to the defaulting party, which right of termination shall be in addition to any and all other rights and remedies which the non-defaulting party may have at law or in equity.
- Rental Program.** EAN agrees to make vehicles available to Eligible Renters for rental for business use and leisure use at the Rates provided herein when the Eligible Renter makes an advance reservation, subject to availability. "Business Use" rentals shall be defined as rentals which are paid, in whole or in part, by Customer or for which the Eligible Renter is reimbursed, in whole or in part, by Customer. Eligible Renters must use the Account Number(s) assigned by EAN to Customer (XZ05365 for National and Enterprise brand Business Use rentals and XZ05344 for Enterprise brand Business use rentals in Kansas City, MO) when making the reservation for the rental. For rentals originating at an FBO, as defined herein, Eligible Renters shall make reservations 48 hours in advance of the rental. All rentals under this Agreement shall be made through a booking channel or channels approved by EAN or its designee in writing. Under no circumstances shall EAN, its Affiliates or Franchisees be responsible for paying any fees or charges to Customer or any other third party in order to connect to such approved booking tool or for any channel to be used by Customer. In the event an Eligible Renter does not use the applicable Account Number or approved booking channel as set forth herein for a rental, the terms and conditions of this Agreement shall not apply to such rental. Reservations for rentals in certain cities during special events, major holidays, and peak seasonal demand periods may require a financial guarantee.

4. Preferred Provider Status. Customer agrees to recommend, the Affiliates and Franchisees of the National Car Rental brand in the U.S., Canada, Latin America and the Caribbean and the Enterprise Rent-A-Car brand as options to, Eligible Renters renting vehicles for Business Use in the jurisdictions set forth under this Agreement. Furthermore, Customer agrees to promote the preferred provider status on its internal website and through other company-wide internal communication networks, where applicable. Customer intends to produce \$90,000 ("Volume Benchmark") in time and mileage revenue for car rental services under this Agreement during each twelve-month period during its term.
5. Rental Contracts. For each vehicle rented, the Eligible Renter must execute the then-standard rental agreement of the applicable Affiliate or Franchisee at the rental facility at which the vehicle rental occurs (or, for National brand rentals only, the National Emerald Club Agreement) (each, regardless of brand, a "Rental Contract"), incorporated herein by reference. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. In the event a rental vehicle is delivered to an Eligible Renter at a Fixed Based Operator airport facility ("FBO"), Customer shall be obligated to and bound by the terms and conditions of the applicable Affiliate's or Franchisee's Rental Contract whether or not Eligible Renter executed such Rental Contract. By its signature below, the signatory represents and warrants that Customer agrees to be bound to such terms and conditions for such Eligible Renters as if an Eligible Renter had signed such Rental Contract. Customer agrees to pay EAN or the applicable Affiliate or Franchisee, as directed by EAN, upon demand for all rentals and other amounts owed by an Eligible Renter under a Rental Contract relating to a Business Use rental not timely paid by such Eligible Renter. For amounts not paid within thirty (30) days after the end of the rental transaction date of invoice/statement, Customer agrees to pay a late charge of 1-1/2% per month, not to exceed the maximum rate allowable by law.
6. Rental Rates. For the first twelve (12) months commencing on the Effective Date of this Agreement, EAN agrees to charge the base rental rates ("Rates"), which differ by brand and rental location, and Location Surcharges set forth in Schedules 1 & 2 of this Agreement. For Emerald Club members using the Emerald Aisle, the Rate charged shall be the ICAR rate. For rentals outside of the Emerald Aisle (including Emerald Club Members renting at non-Emerald Aisle locations), the Rate charged shall be the rate for the vehicle rented. In each successive 12-month period, EAN may modify the Rates listed herein upon thirty (30) days' prior notice to Customer and modify the Location Surcharges in its sole discretion. In addition to such rate increases provided for herein, if the aggregate amount of costs incurred by EAN or the Affiliates on a collective basis for or with respect to their fleet of rental vehicles for a given model year increases by more than 10% of the aggregate amount of costs for such vehicles during the prior model year, EAN shall increase the Rates by providing Customer with thirty (30) days' notice of such increase in Rates. Rates may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. Vehicle classes are subject to availability. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Rates and surcharges are supplied in local currency.
7. Indemnification. EAN agrees, to the fullest extent permitted by law, to indemnify and hold Customer harmless from damages and losses arising from the negligent acts, errors or omissions of EAN in the performance of the work under this Agreement, to the extent that EAN is responsible for such damages and losses on a comparative basis of fault and responsibility between EAN and Customer. EAN is not obligated to indemnify Customer for the Customer's own negligence. EAN's obligations under this section shall be limited to the coverage and limits of insurance that EAN is required to procure and maintain under the Agreement. Insurance shall be procured and maintained by EAN as described in Exhibit A of the Request for Proposal relating to this Agreement. EAN shall file a Certificate of Insurance with the Customer's Purchasing Department in the form described in the said Exhibit A within the time limit also described in the said Exhibit. Customer agrees, to the fullest extent permitted by law, to indemnify and hold EAN harmless from damages and losses arising from the negligent acts, errors or omissions of Customer in the performance of the work under this Agreement, to the extent that Customer is responsible for such damages and losses on a comparative basis of fault and responsibility between EAN and Customer. Customer is not obligated to indemnify EAN for the EAN's own negligence. In addition to the foregoing, Customer agrees, to the fullest extent permitted by law, to indemnify and hold EAN and each of its Affiliates and their respective directors, officers, employees and agents harmless from damages and losses arising out of the use or operation of any rental vehicle while on a rental for Business Use, except to the extent such damages or losses are covered by the Damage Waiver and/or third party liability insurance coverage included in the Rates for Business Use rentals hereunder. For purposes of clarification, and notwithstanding anything to the contrary herein, Customer shall have no

responsibility to indemnify EAN or the applicable Affiliate to the extent a claim arises out of, and to the extent any damage or injury is a result of a defective vehicle (not caused in whole or in part by Customer or an Eligible Renter) rented hereunder or is a result of EAN or the applicable Affiliate's failure to properly maintain such vehicle.

8. Offsets. The parties agree that EAN and each Affiliate may, from time to time, and upon notice to Customer, offset any amounts that are owed to EAN or any Affiliate from Customer against amounts owed by EAN or any Affiliate to Customer.
9. Assignment. Subject to Paragraph 1, neither party may assign or otherwise transfer any of its rights or delegate the performance of any of its obligations or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
10. Franchisees. This Agreement does not bind Franchisees, but each Franchisee will honor the applicable Rates (as well as Damage Waiver and Liability Protection to the extent included in the Rate) as set forth in this Agreement and the applicable Schedule(s) for the Franchisee's jurisdiction of operation.
11. Eligible Renters. In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate or Franchisee, he/she must meet the qualifications set forth on the Schedule in the jurisdiction in which the specific vehicle rental originates. Customer may be required to verify the status of any person claiming to be an Eligible Renter or Additional Authorized Driver, as defined herein, in the event that person has or causes an accident. If Customer does not verify the status of the person in question, the applicable Affiliate or Franchisee will not provide any of the Driver Protection Products afforded to Eligible Renters or Additional Authorized Drivers hereunder to that person unless required by applicable law. Unless applicable law requires otherwise, the Vehicle may NOT be driven by anyone except any Additional Authorized Driver or the Eligible Renter. An "Additional Authorized Driver" is an individual who (i) is a capable and validly licensed driver, (ii) is at least 21 years of age (a young renter fee may apply for drivers under age 25), (iii) has the Eligible Renter's prior permission to drive the Vehicle, and (iv) is either an immediate family member, employer, or fellow employee of the Eligible Renter who drives the rental vehicle for business purposes. Customer will not allow use of the rental vehicle by any driver in violation of the requirements set forth above.
12. Modification of Vehicle. EAN specifically agrees that the Customer may, at its own expense, apply tinting to the windows of any vehicle. Subsequently, Customer will be responsible for the removal of the tinting if it becomes necessary. The Customer may maintain the tinting as to not detract from the value of the vehicle. The Customer may, at its own expense, install any electronic equipment it may deem necessary, provided that said installation causes no permanent damage to the vehicle (e.g. holes in sheet metal or dash area of vehicle).
13. Fuel. All vehicles will need to be returned with same level of fuel when vehicle is checked out. If vehicle is returned with less than when checked out, a refueling service charge will be applied.
14. Delivery. Customer will need to pick up vehicle at a Kansas City location.

12. Miscellaneous. Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement, including but not limited to the Account Number(s) assigned to Customer, and shall require that its employees do the same. Notwithstanding the foregoing, EAN acknowledges that Customer may be subject to Sunshine laws or other requirements to post a copy of the agreement or otherwise make available the terms and conditions of the agreement, and hereby consents to Customer doing whatever it is legally required to do with respect to such requirements. Customer appreciates the competitive sensitivity of such information, and hereby agrees to post or otherwise disclose only as much of such confidential information, and in the manner and/or forum, as it is legally required to do. Such requirement of confidentiality shall survive termination of the Agreement for any reason. Customer agrees that EAN and the Affiliates and Franchisees may share information provided by Customer to EAN or any Affiliate with their respective Affiliates and Franchisees. This Agreement (which supersedes any existing corporate car rental agreements between Customer and EAN or any Affiliate) and any Rental Contract and any addendum thereto entered into between an Affiliate and an Eligible Renter sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. To the extent of a conflict between the terms of this Agreement and a Schedule hereto, the terms of the Schedule shall prevail. To the extent of a conflict between the terms of this Agreement and a Rental Contract, the terms of this Agreement shall prevail. This Agreement shall be governed by the substantive laws of Missouri, without taking into account any conflict of law principles which would require application of another law. Rental Contracts shall be governed by the substantive laws of the jurisdiction in which they are executed, or for Emerald Club rentals, the laws of the jurisdiction in which the specific vehicle rental originates. Any claim or action arising under this Agreement shall be brought in the state or federal courts in the state of Missouri. Any claim or action arising under a Rental Contract or Emerald Club agreement shall be brought in the jurisdiction as set forth therein. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile, pdf or other electronic transmission shall constitute effective delivery thereof. Neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under this Agreement, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control: act of God (explosion, flood, storm, fire or accident); war or threat of war, sabotage, insurrection, civil disturbance or requisition; strikes, lockouts or other industrial actions and trade disputes, whether involving employees of either party or of a third party; power failure or breakdown in machinery not caused by our negligence or fault. Neither the acts nor omissions of Customer's employees or renters (in particular driving accidents and offenses) or delay or failure in payment shall be regarded as "force majeure" events.
13. Notices. Notices or other communications under this Agreement shall be in writing and shall be effective when delivered personally or by overnight courier, or mailed, postage prepaid, by certified or registered mail to each party at the addresses set forth below (or to such other address(es) as either party may from time to time provide the other).

EAN Services, LLC
Attn: Business Rental Sales Department
600 Corporate Park Drive
St. Louis, MO 63105

With a copy to: Enterprise Holdings, Inc.
Attn: General Counsel
600 Corporate Park Drive
St. Louis, MO 63105

Company: Jackson County Missouri
Attn: Cassandra Cheeks
Address: 415 E 12th St
City, State/Province: Kansas City, MO
Zip/Postal Code: 64106

Schedules 1 & 2 are made a part of this Agreement.

The signatory below for Customer represents that he/she is authorized to enter into this Agreement on behalf of Customer, and, by placing his/her signature on this Agreement, agrees to bind Customer to the terms of this Agreement.

EAN SERVICES, LLC

By: 

Name: Authorized Officer

Title: Secretary or Assistant Secretary

Date: DEC 10 2015

CUSTOMER

By: 

Name: Jackson County, MO by Q. Tray Thomas

Title: Director of Finance + Purchasing

Date: December 10 2015

APPROVED AS TO FORM


County Counselor

**Global Corporate Services Agreement
Schedule 1**

This schedule applies to rentals at locations of the Affiliates and Franchisees in the United States and Puerto Rico



Rates for rental transactions originating and terminating at a National brand location, except as provided for herein, are as follows:

For rentals when using XZ05365 in the U.S and Puerto Rico, the renting location from which the rental originates will apply a ten percent (10%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating National locations ("Rate Discount").



Rates for rental transactions originating and terminating at an Enterprise brand location, except as provided for herein, are as follows:

For rentals when using XZ05365 in the U.S. and Puerto Rico, the renting location from which the rental originates will apply a five percent (5%) discount off the standard, undiscounted daily, weekly, and monthly rates charged at all the participating home city and airport Enterprise locations ("Rate Discount").

Rates for rental transactions originating and terminating at an Enterprise brand Home City location in Kansas City, MO when renting with XZ05344 are as follows:

VEHICLE SIPP CODES	VEHICLE CLASS	DAILY RATES	WEEKLY RATES	MONTHLY RATES
ECAR	Economy	\$40.00	\$219.00	\$626.00
CCAR	Compact	\$40.00	\$219.00	\$626.00
ICAR	Intermediate	\$45.00	\$239.00	\$795.00
SCAR	Standard	\$45.00	\$239.00	\$795.00
FCAR	Full Size	\$46.00	\$249.00	\$819.00
PCAR	Premium	\$59.00	\$279.00	\$839.00
LCAR	Luxury	\$72.00	\$289.00	\$839.00
MVAR	Minivan	\$72.00	\$289.00	\$825.00
IFAR/SFAR	Midsize/Standard SUV	\$72.00	\$289.00	\$839.00
SPAR	Standard Pick Up	\$72.00	\$289.00	\$829.00
PPAR	Full Size Truck	\$72.00	\$289.00	\$839.00
SKAR	Cargo Van	\$62.00	\$374.00	\$1,566.00
FVAR	15 Passenger Van	\$102.00	\$614.00	\$2,526.00

Terms and Conditions:

1. **Weekly and Monthly Rates in Kansas City, MO when renting with XZ05344:** Weekly rates are billed on a 24 hour billing cycle.

Mileage for XZ05365: Any mileage fees charged by the renting location from which the rental originates will apply.

Mileage Kansas City, MO renting with XZ05344: Rates for all vehicle classes include unlimited free miles per day and per week, and 3,000 free miles per month. Any additional miles will be charged at the rate of \$0.20 per mile.

3. **Exclusions:** Except as otherwise provided for in the Agreement, Rates are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday. The standard, undiscounted daily rates charged by the renting location shall apply. Rates do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, one-way charges or any optional 594.00 ("Driver Protection Products") and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.
4. **Geographic Restrictions:** Rentals originating in the United States shall not be driven to Mexico or Canada unless otherwise agreed to by the applicable Affiliate or Franchisee.
5. **Car Classes:** Regardless of whether the car class is listed herein, the Agreement shall apply, except DW and third party liability, if included in the Rate, shall not apply for rentals of exotics and high line vehicles. For car classes not listed herein, all National brand locations will apply up to a 15% discount off of the National Business Rate for the originating rental location, and rates for all Enterprise brand locations will be determined by the applicable originating location in its sole determination.
6. **Renter Qualifications:** In order for an Eligible Renter to be eligible to rent from EAN or an Affiliate or Franchisee, he/she must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law; and 25 or older for luxury, sport utility, pick-up trucks, and 12 and 15 passenger vans), and meet the other normal renter qualifications of the applicable Affiliate or Franchisee at the applicable renting location.
7. **Physical Damage:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible for damage to or loss of the vehicle in accordance with the terms and conditions of the applicable Rental Contract. For Business Use rentals, the Eligible Renter and Customer shall be responsible for damage to the vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Damage Waiver ("DW") (which may be described as LDW or CDW in the applicable Rental Contract) at the origination of the rental if not included within the Rates herein.

For Enterprise brand rentals in Kansas City, MO when renting with XZ05344 to Eligible Renters in the United States and Puerto Rico for Business Use only, Rates include full DW (may be described as LDW or CDW in the applicable Rental Contract), with no retained responsibility, upon the terms and subject to the limitations set forth in the applicable Rental Contract. Customer will advise Eligible Renters that DW applies to their Business Use rentals only. Customer will verify that a rental was a Business Use rental in the event of an accident or in the event the vehicle suffers loss or damage. If the Customer cannot provide such verification, the applicable Affiliate is not obligated to provide DW and may void DW.

8. **Third Party Liability:** For rentals to Eligible Renters for leisure use, the Eligible Renter shall be responsible pursuant to the terms and conditions of the Rental Contract for all third party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle. For Business Use rentals, the Eligible Renter and Customer shall be responsible for all third party claims for property damage, bodily injury or death resulting from the use or operation of any vehicle, except to the extent as otherwise provided for herein. Eligible Renters can elect to purchase optional Supplemental Liability Protection (which also may be referred to as Supplemental Liability Insurance in the Rental Contract) if Liability Protection is not included within the Rates herein. Liability Protection for third party claims, if applicable, will be upon the terms and subject to the limitations set forth in the applicable Rental Contract and insurance policy.

For Enterprise brand rentals in Kansas City, MO when renting with XZ05344 to Eligible Renters for Business Use only, Rates include Liability Protection for accidents arising out of the operation or use of the rental vehicle with a combined single limit of \$1,000,000 upon the terms and subject to the limitations set forth in the Rental Contract and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. Liability Protection provides no coverage for physical damage to, or theft of, the rental vehicle. Insurer and policy terms are subject to change without prior notice to Customer. Customer will advise Eligible Renters that the Liability Protection described herein applies to their Business Use rentals only. Customer will verify that a rental was a Business Use rental in the event they are involved in an accident. If Customer cannot provide such verification, the applicable Affiliate is not obligated to provide Liability Protection and may void Liability Protection. For leisure rentals on all rates and discounts, the limits of liability described in the paragraph above do not apply. In these instances, Liability Protection for third party claims, if applicable, will be as specified in the applicable Rental Contract.

9. **Waive Youthful Driver Surcharge:** EAN agrees to waive the youthful driver surcharge for Eligible Renters who are twenty-one (21) to twenty-four (24) years old renting for Business Use pursuant to this Agreement.

Global Corporate Services Agreement

Schedule 2

Unless a Rate Schedule and terms and conditions for any particular country(ies) are attached to and incorporated in the Agreement, this Schedule applies to rentals from locations not otherwise scheduled that are operated by an Affiliate or Franchisee in Europe, the Middle East and Africa (EMEA), the United States, Canada, Asia, the Pacific Basin, Latin America and the Caribbean (LAC), as applicable.

Except as otherwise provided herein by country-specific Rate Schedule(s) and terms and conditions for any specific country or territory, International Flat Rates, quoted in the respective country's currency as indicated at the time of reservation, will apply to Eligible Renters at Enterprise Rent-A-Car and National Car Rental branded locations. A complete set of International Flat Rates exists for Enterprise Rent-A-Car and National Car Rental branded locations in countries throughout the United States, Canada, Europe, the Middle East and Africa, Latin America and the Caribbean, Asia and the Pacific Basin. International Flat Rates are accessible through all reservation systems worldwide. Such rentals shall be subject to the Rates, terms and conditions of the Applicable Affiliate, which may be changed from time to time in each such Affiliate's discretion.

Terms and Conditions for International Flat Rates:

1. International Flat Rates are exclusive of protection products, except as indicated below. EAN maintains the requisite minimum automobile insurance coverage as determined by the applicable laws of each country of rental. Priority and applicability of cover is regulated by the controlling jurisdictional law. These rates do not include any Damage Waiver or similar vehicle physical damage or loss protection unless required by law or unless indicated as an Inclusive Rate at the time of reservation when booked using the Account Number for a Business Use rental (whether the rental is a Business Use or leisure rental). The Eligible Renter may elect to purchase optional protection products separately at the time of rental. Rates identified as "Inclusive" only provide the specific protection products detailed for each particular country and identified at the time of reservation. The specific terms of any protection product included in Inclusive Rates for each specific country are provided at the time of reservation and more fully disclosed in the applicable Rental Contract.
2. All Eligible Renters and Additional Authorized Drivers must have a valid driver's license and meet the age, driver, and credit qualifications of the location in which the rental originates. Eligible Renter, and in certain instances additional authorized drivers, must execute the Rental Contract of the applicable rental facility from which the vehicle rental originates. Each rental shall be subject to the terms and conditions applicable for the originating rental location.
3. International Flat Rates are subject to change without notice.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month term and supply contract, with four twelve-month options to extend, for the furnishing of vehicle rental services for use by the various County departments to Enterprise Leasing Company of Kansas, LLC of Merriam, KS, under the terms and conditions of Request for Proposals No. 61-15.

RESOLUTION NO. 19017, November 30, 2015

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited written proposals pursuant to Request for Proposals No. 61-15 for vehicle rental services for use by various County departments; and,

WHEREAS, a total of six notifications were distributed and two responses were received, and evaluated as follows

<u>BIDDERS</u>	<u>EVALUATION POINTS</u>
Enterprise Leasing Company of Kansas, LLC Merriam, KS	83
Lifestyle Leasing, Inc. North Kansas City, MO	72

and,

WHEREAS, an evaluation committee made up of representatives from the Sheriff's Office, Multi-Jurisdictional Drug Task Force, and the Finance and Purchasing Department evaluated the bidders on qualifications, references, and pricing; and,

WHEREAS, the Director recommends the award to Enterprise Leasing Company of Kansas, LLC, as the lowest and best bid as determined by the evaluation committee; and,

WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for specific purchases subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,


BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to make all payments on the contract, including final payment, to the extent that sufficient appropriations to the using spending agencies are available in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No 19017 of November 30, 2015, was duly passed on December 7, 2015 by the Jackson County Legislature. The votes thereon were as follows


Yeas 9

Nays 0

Abstaining 0

Absent 0

12.7.15
Date



Mary Jo Spino, Clerk of Legislature

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriation.

December 26, 2015
Date



Director of Finance and Purchasing