

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18855

Sponsor(s): Alfred Jordan

Date: June 15, 2015

SUBJECT	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve (12) Month Term & Supply Contract with Three Twelve Month Options to Extend for the furnishing of Rental/Leasing of Vehicles for use by Various County Departments to Enterprise Leasing Company of KS, LLC. Of Lenexa, KS under the Terms and Conditions of Invitation to Bid No. 33-15.</u></p>																				
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department : Estimated Use:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Jackson County Drug Task Force</td> <td style="text-align: right;">\$85,000.00</td> </tr> <tr> <td>Sheriff's Office</td> <td style="text-align: right;">\$15,840.00</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: right;">\$100,840.00</td> </tr> </table> <p>The RLA only approves the term and supply contract; the funds were already appropriated through the annual budget adoption. Figures included in the background section are for informational purposes to provide an estimate of the contract value.</p> <p>Prior Year Budget (if applicable): \$86,000.00 Prior Year Actual Amount Spent (if applicable): \$73,001.00</p>	Amount authorized by this legislation this fiscal year:	\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO		Jackson County Drug Task Force	\$85,000.00	Sheriff's Office	\$15,840.00	Total	\$100,840.00				
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PRIOR LEGISLATION	<p>Prior ordinances and (date): Prior resolutions and (date): 17818, February 21, 2012</p>																				
CONTACT INFORMATION	<p>RLA drafted by (name, title, & phone): Cassandra Cheek, Senior Buyer, 881-3265</p>																				
REQUEST SUMMARY	<p>The DTF and the Sheriff's Office has requested a Twelve (12) Month Term & Supply Contract for the furnishing of Rental/Leasing of vehicles. The Purchasing Department issued Invitation to Bid No. 33-15 in response to those requirements.</p> <p>A total of Six notifications were distributed with two responses received and one evaluated as follows:</p> <p>Enterprise</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>CLASS</th> <th>DAILY RATE</th> <th>WEEKLY</th> <th>MONTHLY</th> </tr> </thead> <tbody> <tr> <td>Economy/Compact</td> <td style="text-align: right;">\$17.00</td> <td style="text-align: right;">\$119.00</td> <td style="text-align: right;">\$476.00</td> </tr> <tr> <td>Intermediate/Standard</td> <td style="text-align: right;">\$21.50</td> <td style="text-align: right;">\$161.25</td> <td style="text-align: right;">\$645.00</td> </tr> <tr> <td>Full Size</td> <td style="text-align: right;">\$22.30</td> <td style="text-align: right;">\$167.25</td> <td style="text-align: right;">\$669.00</td> </tr> <tr> <td>Premium</td> <td style="text-align: right;">\$22.96</td> <td style="text-align: right;">\$172.25</td> <td style="text-align: right;">\$689.00</td> </tr> </tbody> </table>	CLASS	DAILY RATE	WEEKLY	MONTHLY	Economy/Compact	\$17.00	\$119.00	\$476.00	Intermediate/Standard	\$21.50	\$161.25	\$645.00	Full Size	\$22.30	\$167.25	\$669.00	Premium	\$22.96	\$172.25	\$689.00
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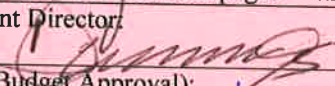
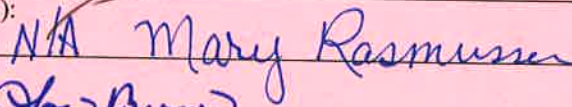
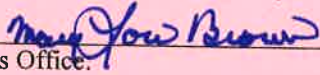
SUV	\$22.96	\$172.25	\$689.00
Mini-Van	\$22.50	\$168.75	\$675.00
12 Passenger Van	\$45.00	\$315.00	\$1,260.00
Small Pickup	\$22.63	\$169.75	\$679.00
Large Pickup	\$22.96	\$172.25	\$689.00
Cargo Van	\$29.00	\$203.00	\$812.00

Enterprise offers a wide variety of vehicle types and ages; as well as, the capability to swap out vehicles on short notice for covert law enforcement confidentiality and officer safety.

This Term and Supply contract will also be available to any County department that needs to rent a car for a short or long term basis.

Pursuant to Section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award for the furnishing of Rental/Leasing of Vehicles for Various County Departments to Enterprise Leasing Company of KS LLC of Lenexa, Kansas; under the Terms and Conditions of Invitation to Bid No. 33-15.

This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input checked="" type="checkbox"/> Business License Verified (Purchasing & Department) <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office) N/A	
ATTACHMENTS	Memorandum from Dan Cummings of the DTF, Memorandum from Dave Epperson of the Jackson County Sheriff's Office and Pertinent pages of the bid from Enterprise Leasing Company of KS.	
REVIEW	Department Director: 	Date: 6-1-15
	Finance (Budget Approval): If applicable: N/A	Date: 6/2/15
	Division Manager: 	Date: 6/10/15
	County Counselor's Office: 	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- 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 will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.



**JACKSON COUNTY DRUG TASK FORCE
Inter-Departmental**

Date: 05/28/15

TO: Cassandra Cheek, Senior Buyer, Jackson County, MO. Purchasing Department

FROM: Dan Cummings, Officer in Charge, Jackson County Drug Task Force

SUBJECT: 2015 Leased Car Bid

The Jackson County Drug Task Force has put our leased vehicle contract out to bid. There were two respondents, only one of which was accepted. Enterprise Rent-a-Car is the Task Force's choice. Their prices are competitive and match what we would have paid with the other respondent prior years.

The Task Force estimates the cost for rental cars during the next year will be \$85,000. From June through December of 2015, the estimated cost is \$49,600.

Thank you for all the assistance you have provided during the bidding process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Cummings', written over the word 'Sincerely,'.

**Dan Cummings, Officer-in-Charge
Jackson County Drug Task Force**

OFFICE OF JACKSON COUNTY, MISSOURI
SHERIFF
INTER-OFFICE MEMORANDUM

TO: Cassandra Cheek

FROM: Captain David Epperson

DATE: 05/28/2015

SUBJECT: Rental car recommendation

Cassandra,

I am submitting this memorandum to request that you award Enterprise Rent-a-car the contract of the Jackson County Sheriff's Office.

The Jackson County Sheriff's Office currently has a need for these services and will have ongoing needs for such a service in the foreseeable future. The proposed rates from Enterprise Rent-a-car are comparable to existing costs and this company provides various locations of service which the current vendor does not.

The Jackson County Sheriff's Office currently spends \$15,840.00 annually for two vehicles on monthly rentals.

ENTERPRISE HOLDINGS

enterprise

National

Jackson
County

National Car Rental
Enterprise Rent-A-Car



Car Rental Proposal | May 2015

Jackson County Purchasing Department
415 East 12th St.
Kansas City, MO 64106

Enterprise Holdings
National Car Rental
Enterprise Rent-A-Car
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Melanie McDole
Business Rental Sales Executive
5359 Merriam Drive
Merriam, KS 66203
913-967-8460 Office
800-813-0968 Fax
Melanie.D.McDole@ehi.com

Offer Validity

The offer included in this RFP response, including rates, coverages and program benefits will be valid for 90 days following the response deadline.

Statement of Non-Binding Nature

This document and subsequent communications are proposals and considered non-binding by Enterprise Holdings and the recipient until a final agreement may be reached. The terms of any final agreement between Enterprise Holdings and recipient will be subject to further negotiations between the parties and not completed until incorporated into a written agreement executed by both parties. Any verbal or written undertaking prior to a final executed agreement will have no legal effect and any reliance upon the same is disclaimed by recipient.

Trademark and Copyright Information

National Car Rental, Enterprise Rent-A-Car, Alamo Rent A Car, Emerald Club, Enterprise Commercial Trucks, Enterprise Rideshare, Enterprise CarShare, Zimride, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, which hold copyrights where applicable.

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ENTERPRISE HOLDINGS



National Car Rental and Enterprise Rent-A-Car are internationally recognized brands owned and operated by Enterprise Holdings. As North America's largest and most comprehensive car rental company, our brands operate a fleet of more than 1.5 million vehicles and a network of 8,000 car rental locations in neighborhoods and at airports worldwide. We lead the industry with more than a third of all airport business in the United States and Canada.

History

Founded in 1947, National Car Rental is a premium brand serving the daily rental needs of the frequent airport business traveler throughout the United States, Canada, Mexico, the Caribbean, Latin America, and Asia. National helped pioneer the corporate account business in the 1970s and introduced the car rental industry's first comprehensive frequent-renter program, Emerald Club, in 1987.

In 1957, Enterprise Rent-A-Car opened its doors and became known for low rates, neighborhood convenience, and outstanding service. Pioneering customer service and location expansion led Enterprise to develop our popular "We'll Pick You Up" service in 1974.

Dedication to Service

Today, our brands remain the rental company of choice for our business customers. The Emerald Club continues to expedite the car rental process for time-sensitive corporate travelers by offering counter bypass and automatic e-receipts as well as car choice. The Emerald Club enables customers in the United States to quickly choose their own vehicles, without any paperwork, and simply drive away.

Enterprise — named to *BusinessWeek's* annual list of Customer Service Champs for the last four years — now has more than 7,000 neighborhood and airport locations in the United States, Canada, and Europe. There are more than 5,000 Enterprise offices to serve our clients wherever they do business — all within 15 miles of 90 percent of the U.S. population.

Our brands are uniquely positioned to serve all of your business' car rental needs — both at the airport and locally — with more vehicles and locations than all of our major competitors.

Customer Satisfaction

Customer service is the highest priority at National and Enterprise. Our brands take the top spots for satisfaction among rental customers around the world. Customer service is our way of life. It is what drives us and is how we hold ourselves accountable every day.

Looking Toward the Future

We are committed to managing our business sustainably and for the long term — continuously working to balance the interests of our customers, our employees, and the parts of the world we touch with our business. Our environmental initiatives include:

- Embracing new, cleaner fuels
- Offsetting carbon emissions
- Planting 50 million trees in 50 years
- Increasing our fuel-efficient fleet
- Offering hybrid vehicles
- Funding alternative fuel research

Ranked No. 16 on the *Forbes* America's Largest Private Companies list, our operating company Enterprise Holdings is unparalleled in size, strength, and stability — the only investment-grade company in the car rental industry. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your rental program.

National Car Rental and Enterprise Rent-A-Car combine the expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We are committed to providing a wide array of options to Jackson County travelers in 2015 and beyond.

4.1 Successful Contractor(s) must have locations within 30 Miles of Kansas City, MO.

National and Enterprise both have locations in and around Kansas City, Missouri. With a location within 15 miles of 90 percent of the U.S. population, we are conveniently located in the same communities in which Jackson County employees live and work. Please see Page 14 for a list.

4.2 Successful Contractor shall secure, maintain and pay for any federal, state and local licenses and registrations required to provide the services referenced in this Invitation to Bid.

National and Enterprise maintain and keep up-to-date all applicable licenses, titles, and paperwork for every rental vehicle we operate.

4.3 Successful Contractor(s) nor its agents, servants, or employees will disclose to anyone the identity of any vehicles leased to the County.

We will work with Jackson County to ensure the identity of vehicles and County personnel are not publicly released in any manner.

4.4 Successful Contractor(s) will offer unlimited mileage for vehicles.

For rentals in the Kansas City area, all car classes include unlimited daily and weekly mileage, but are capped at 3,000 free miles per month. Any additional miles will be charged at the rate of \$0.20/mile.

4.5 Successful Contract(s) will offer unlimited exchanges for the County and its departments and shall not charge any penalties or fees.

We understand and agree to this provision.

4.6 Successful Contractor(s) will offer window tinting or the ability for the County to tint the windows on cars that are rented/leased on a monthly basis. Successful Contractor(s) shall not charge the County to remove the tint off the windows.

We understand and agree to this provision.

4.7 Successful Contractor(s) must rent vehicles to Persons 18 years or older without additional fees or surcharges.

We understand and agree to this provision.

4.8 Successful Contractor(s) must provide liability insurance and collision damage waiver at no additional cost. Successful Contractor(s) shall not charge any loss of use fees to the County. This insurance shall also cover any optional item added at the time of travel.

The rates provided for Jackson County in this RFP include full damage waiver coverage with no retained responsibility, and \$1 million in combined single-limit insurance.

Damage Waiver does not cover lost or damaged GPS devices, or other optional items. However, we can set the profile to decline (block) or accept optional add-on items, which will ensure your travelers comply with your travel policy.

4.9 Contractor shall hold the County harmless from any physical damage, loss, vandalism, fire or theft of the rental vehicle provided rental vehicle was not used by the County in any manner listed in Section 4.18. The Contractor shall not charge the County any collision/loss damage waiver fee. Contractor specifically waives any right to submit any claim against the County for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Contract, provided rental vehicle was not used by the County in any manner listed in Section 4.18. Notwithstanding above, County Employee's shall not smoke in Contractors vehicles, and Contractor may reasonably charge the County for any smoking damages caused by County Employees.

We understand and agree to this provision. Note that the DW will be null and void if the vehicle was used in a manner prohibited by the rental agreement.

4.10 Contractor shall provide supplemental liability insurance with each vehicle rental transaction at no additional cost to County. This supplemental liability insurance shall extend third party liability protection to the County in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

The rates provided for Jackson County in this RFP include full damage waiver coverage with no retained responsibility, and \$1 million in combined single-limit insurance.

4.11 Successful Contractor(s) must have a 24 hour customer service number accessible by a toll free telephone number.

National and Enterprise Roadside Assistance is available 24 hours a day, seven days a week via a toll-free number. Enterprise customer service can be reached 24 hours a day at 1-800-261-7331 or by email from the Enterprise website. National's Account Customer Service team is available toll free at 1-800-468-3334 from 7 a.m. to 10 p.m. CST, seven days a week.

4.12 Successful Contractor(s) must have the following vehicle models in the following size classes available for rent/lease. The vehicle models must be the same or an approved equivalent of the vehicles, as shown below. For purposes of size classifications, "intermediate" or "standard" is defined as a mid-sized four-door sedan automobile capable of comfortably transporting four adult passengers.

4.12.1 Compact: Hyundai Accent, Kia Rio, Nissan Versa, Suzuki SX4, Toyota Yaris or approved equal

4.12.2 Intermediate/Standard/Mid-Size: Ford Focus, Chery Cavalier, Dodge Neon, Chery Cobalt, Dodge Caliber, Kia Spectra, Hyundai Elantra, Mazda 3, Nissan Sentra, Pontiac GS, Toyota Corolla, Dodge Stratus, Chevy Malibu, Chrysler PT Cruiser, Chrysler Sebring, Dodge Avenger, Ford Fusion, Hyundai Sonata, Kia Optima, Kia Rondo, Mazda 5, Pontiac G6, Volkswagen Jetta, Toyota Matrix or approved equal

4.12.3 Full Size: Ford Taurus, Chevy Impala, Toyota Camry, Honda Accord, Pontiac Grand Prix, Mitsubishi Gallant, Buick Lacrosse, Dodge Charger, Ford Mustang, Nissan Altima, Mazda 6, Saturn Aura, VW Passat or approved equal

4.12.4 Premium Size Sedan: Ford Crown Victoria, Kia Amante, Chrysler 300, Toyota Avalon, Mercury, Grand Marquis, Nissan Maxima, or approved equal

4.12.5 Station Wagons: Ford Taurus or approved equal

4.12.6 Sport Utility: Chevrolet S-10 Blazer, Jeep Grand Cherokee, Dodge Durango, Ford Explorer or approved equal

4.12.7 Mini-Van: Chevrolet Astra, Chevrolet Venture, Dodge Caravan, Chrysler Voyager, Ford Windstar, Pontiac Montana or approved equal

4.12.8 12 Passenger Vans: Chevrolet 2500 Express/GMC 2500, Ford E350

4.12.9 Small Pickup: Ford Ranger, GMC Canyon, Chevrolet Colorado, Dodge Dakota, Nissan Frontier or approved equal

4.12.10 Large Pickup: Dodge Ram 1500, Ford F150, GMC Sierra 1500, Chevrolet Silverado 1500, Nissan Titan, Toyota Tundra or approved equal

4.12.11 Cargo Van: Chevrolet 1500 Express Cargo, Ford Econoline, Dodge Ram Van, or approved equal

We are able to supply every car class listed, aside from 4.12.5 – Station Wagons. National and Enterprise do not offer a car class that includes station wagons. However, the Ford Taurus or similar vehicle is available under the PXAR – Premium Special classification.

4.13 Required Vehicles/Equipment: Successful Contractor(s) shall only provide the County with rental vehicles with fewer than 40,000 miles and less than two (2) years old, unless otherwise specified. Successful Contractor(s) certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditions, AM/FM radio, air bags, and all season radial tires. Successful Contractor(s) shall equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes and ordinances.

We will provide vehicles to the County that meet all of these standards. All of our vehicles meet federal, state and local safety standards, and all maintenance and repair will be scheduled and managed by National and Enterprise.

4.14 Maintenance and Operating Expenses: The only operating expense Jackson County will be responsible for is gasoline. All other maintenance and operating expenses (including insurance) are the responsibility of the Successful Contractor(s). Contractor shall only supply vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

All maintenance and associated costs will be handled by National and Enterprise. Through our Preventative Maintenance (PM) program, vehicle mileage, registration status, and service history are monitored on a central computer system that flags vehicles for regular service. Rigorous inspections at manufacturer-specified intervals ensure the safety and reliability of every vehicle. Vehicle warning and recalls are also monitored via computer links to manufacturers. Our service program adjusts or replaces any component failing to conform to manufacturer specifications, including brakes, tires, tune-ups, and lubrication.

When a vehicle requires attention, a PM-generated control is issued ranging from "Alert" to "Hard Stop," depending on the severity of the problem. Vehicles may be removed from circulation until they can be restored to our safety and comfort standards. All of this ensures travelers do not encounter problems.

4.15 Vehicle Downtime: If a vehicle becomes substantially impaired or unsafe to operate, in the County's judgment, while in the possession of the County, the Successful Contract shall immediately replace the vehicle upon notification by the County, at no extra charge. Contractor shall deliver the replacement vehicle to a location determined by the County. Contractor shall be responsible for all repairs and towing of vehicle.

In the event that a vehicle needs to be repaired or replaced, we will work with Jackson County and/or the driver to quickly and efficiently replace the vehicle, at no additional charge. In most cases, we will be able to deliver a vehicle; some charges may apply depending on the delivery location.

4.16 Accidents: The County will promptly notify Contractor of all accidents involving any rental/leased vehicle the County has in its Possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damage, the place at which Contractor may examine the vehicle and such other information as may be known by the County.

If a renter is involved in an accident, the police and the rental location should be notified immediately. If the rental location is not available, the renter should contact Roadside Assistance. The renter should gather information from everyone involved in the accident and provide this information to the rental location or Roadside Service. The renter is also required to provide every summons, complaint, or paperwork pertaining to the accident, including personal insurance information.

4.17 Fines, Expenses, Cost And Administrative Fees: The County shall pay all fines, penalties and court costs for parking, traffic, toll and other violations, including storage liens and charges.

Such expenses will be the responsibility of the County.

4.18 Proper Use Of Vehicle: The County agrees the rental/leased vehicle will not be used:

- **4.18.1 by a driver who is under the influence of alcohol or any prohibited drugs**
- **4.18.2 for illegal purpose**
- **4.18.3 to push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement**
- **4.18.4 in a test, race or contest**
- **4.18.5 by an unlicensed driver**
- **4.18.6 off paved, graded, or maintained roads, or driveways, except where the Contractor has agreed to this in writing beforehand. SUV's, cargo vans, and pick-up trucks shall be allowed, with Contractor's prior written agreement, to operate off paved, graded or maintained road and driveways or roads open for use by high-clearance vehicles.**
- **4.18.7 by a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws**
- **4.18.8 by a driver who is under 18 years of age**
- **4.18.9 by a driver or occupant who is smoking**

National and Enterprise also consider any of the following acts a violation of the agreement, which will render the Damage Waiver void.

- The damage or loss is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver.
- The damage or loss arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs.
- The rental vehicle company entered into the rental transaction based on fraudulent or materially false information supplied by the renter or authorized driver.
- The damage or loss arises out of the use of the vehicle while engaged in the commission of a crime other than a traffic infraction.
- The damage or loss arises out of the use of the vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training.
- The damage or loss arises out of the use of the vehicle by a person other than: an authorized driver, a duly licensed parent or child over the age of 18 who permanently resides in the same household, or a parking valet or parking garage attendant for compensation and in the normal course of employment.
- The damage or loss arises out of the use of the vehicle outside of the continental United States and Canada when that use is not specifically authorized by the rental agreement.
- The authorized driver has failed to comply with the requirements for reporting damage or loss as set forth in the rental agreement.

Reservations

4.19 Successful Contractor shall maintain a toll free 24 hour per day reservation phone number where Contractor's agents have access to the rates under this Invitation to Bid.

National and Enterprise offer real-time connectivity to our internal reservation system via multiple booking channels, including a 24-hour toll-free number, direct XML links, our branded websites, the GDS, online travel sites, and through our Contact Center, which is staffed 24 hours per day, 365 days a year. All booking channels have real-time access to vehicle availability and rates, including rate per day and an estimated total that includes taxes, fees, and surcharges. Jackson County renters will only need to reference their corporate Account Number.

4.20 Successful Contractor shall also accept reservations at branch locations via walk-in or local telephone number.

Customers can contact the local branch directly to make reservations, or walk up to the rental counter and rent a vehicle without a reservation. However, because rentals are made based on supply and demand, we recommend that customers reserve a vehicle at least 24 hours before their desired rental time. Specialty vehicles or vehicles rented within peak times may require more notice.

4.21 Successful Contractor personnel at all location must have access to the rates and term and conditions contain in this Invitation to Bid.

All booking channels, including all National and Enterprise locations, have real-time access to vehicle availability and rates, including rate per day and an estimated total that includes taxes, fees, and surcharges.

Our reservation system also incorporates an automated rate quote program to ensure that the appropriate contractual rates and provisions will be applied. This is driven by an Account Number, which ensures 100 percent compliance with Jackson County's contract. Whenever a reservation is placed using this Account Number, the rates and terms of a traveler's corporate agreement are recognized as primary and are automatically extended to the renter. In conjunction with our real-time connectivity to all major travel agency Global Distribution Systems (GDS), the use of Jackson County's Account Number on reservations also allows travel agents to view your rates and availability instantaneously.

4.22 Successful Contractor shall not charge additional fees for short notice reservations

We do not charge any fees for reservations. However, because rentals are made based on supply and demand, we recommend that customers reserve a vehicle at least 24 hours before their desired rental time. Specialty vehicles or vehicles rented within peak times may require more notice.

4.23 Successful Contractor(s) shall attempt to meet 100% of the County's reservations when 24 hours' notice is given. If a reserved vehicle is not available at the time of pickup by the County, Successful Contractor shall substitute a vehicle of similar or greater quality at no additional cost. Contractor shall note on the invoice that a vehicle of the same or greater quality was substituted at same or lower price.

In the unlikely event that a reserved vehicle is not available, National and Enterprise will proceed with alternative measures within a reasonable time frame. We ensure the traveler's rental experience is efficient and convenient by upgrading the vehicle class, reimbursing transportation expenses, arranging delivery of a car, arranging for a vehicle with a competitor (absorbing any rate difference), or any other remedy as practical for the situation. If alternative methods are needed, this will be noted on the invoice, and any price difference absorbed by National and/or Enterprise.

Exchanges

4.24 Successful Contractor(s) will allow exchanges within one week of notification

We will make every effort to exchange vehicles as quickly as possible when needed. With more than 10 locations in the Kansas City area, we have the resources and vehicles to meet nearly any vehicle need for Jackson County renters.

4.25 In Case of Emergency the County will require exchanges to be made within Forty-Eight (48) Hours' notice.

We will make every effort to exchange vehicles as quickly as possible when needed. With more than 10 locations in the Kansas City area, we have the resources and vehicles to meet nearly any vehicle need for Jackson County renters.

Delivery

4.26 At the time of vehicle pickup, Successful Contractor shall deliver to the County a vehicle with a full tank of gas; proper fluid levels; coolant protect to -20 degrees; and in clean condition (inside and out). All vehicles should be in a like-new conditions with no body damage or mechanical problems that impede the safe operation of the vehicle.

In certain situations, Enterprise locations will be able to deliver vehicles to a business address. We will require a 24-hour notice; the notice may increase during peak travel seasons. The local Enterprise branch will work closely with you to meet your delivery needs.

All vehicles are thoroughly cleaned and prepped before they are ready to rent. Upon return of a vehicle, National and Enterprise locations begin with an initial inspection of the vehicle. Service agents then perform a number of vehicle preparation tasks including vacuuming the interior, cleaning the interior windows, dash, door/doorjamb, measuring fluid levels, checking wipers and tire pressure, tire wear, and more. Only after the vehicle has been completely prepped is it then passed through the car wash and returned to the active fleet.

All vehicles are under manufacturer's warranties and are tracked for completion of regular preventive maintenance according to manufacturer's specifications. Preventive maintenance includes, but is not limited to; lube, oil, filter, and tire rotation.

We will provide vehicles with a full tank of gas for Jackson County renters.

4.27 Successful Contract may request County Employee to sign Contractor's Standard Rental Form solely to document the delivery of the vehicle

The local Enterprise branch will work closely with Jackson County for vehicle delivery needs. This will include signing a standard rental agreement. We can also add "Signature on File" language to the contract that would allow us to deliver vehicles and not require the renter to sign for the delivery.

4.28 Return Of The Vehicle: The County shall return any rented vehicle to the Successful Contractor with a full tank of fuel. If County returns the vehicle to Successful Contractor with less than a full tank of fuel, Contractor may invoice County for the mission fuel at the average retail cost of fuel for the market at the return location.

If a vehicle is returned with less than a full tank of gas, the renter will be charged the refueling rate based on current local, per-gallon price, plus a fee of up to 50 percent. Corporate locations will cap the maximum refueling charge at \$2 per gallon above current per-gallon prices.

Invoicing & Paperwork

4.29 The County will utilize Miscellaneous Blanket Purchase orders on this Contract.

4.30 Miscellaneous Blanket Purchase Orders are for an estimated dollar amount and the successful Contractor will bill the County against the Miscellaneous Purchase Order until the stated dollar amount is spent, the fiscal year ends, or the Contract terminates.

4.31 A hard copy of the Miscellaneous Purchase Order, issued by the Finance and Purchasing Department must be in place with the Successful Contractor before any items can be purchased. Failure to adhere to this policy will result in the immediate termination of any resulting contract.

4.32 Successful Contractor must have flexibility in the billing cycle. Departments that rent vehicles monthly shall be billed on a monthly basis and have individual car breakdowns, other departments will be billed as needed.

National and Enterprise can establish separate billing numbers to support and track different cost centers and departments. Renters will be required to reference the appropriate billing number at the time of reservation.

4.33 Rental receipts and bills must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the rental price.

Our billing format shows basic and customized rental information, including all itemized fees and charges in addition to the daily rate. Any additional fees and charges will also be quoted and itemized at the time of reservation, and shown on the rental receipt.

4.34 Successful Contractor shall invoice the County for services within 5 days of month end.

New accounts are automatically placed into a weekly billing schedule that produces invoices every Tuesday. Alternative billing cycles and frequencies — including monthly, daily, biweekly, and every ten days — may be arranged.

4.35 Invoices shall contain at a minimum the following transaction information: License plate #; Delivery date and time; Odometer at time of delivery; Return date and time; Odometer at time of return; Reservation Number

Our invoices contain all of the above-mentioned information, aside from the reservation number.

4.36 Price Increases: The Successful Contractor may increase prices only when the increase applies to the General Public and is stated officially in writing to Jackson County, Missouri. Price increase shall not take effect against the County until the Successful Contractor has verified the fulfillment of this condition to the reasonable satisfaction of the County's Purchasing Department. No price increases will be allowed in the first twelve (12) months of this contract.

We understand and agree to this.

Enterprise Holdings
600 Corporate Park Drive
Saint Louis, MO 63105
enterpriseholdings.com

Provide on your Company's letterhead a brief history of your company

Enterprise Holdings

With more than 86,000 employees, 1.2 million vehicles, and annual revenues of \$17.8 billion — together with its affiliate Enterprise Fleet Management — Enterprise Holdings is the largest car rental service provider in the world.

Headquartered in St. Louis, Missouri, our company is an independently-owned, private corporation operating the National Car Rental and Enterprise Rent-A-Car brands, along with several other operational divisions all dedicated to providing our customer with an easy and efficient total transportation network.

Collectively, the Enterprise family of companies operates a network of 8,000 car rental locations in neighborhoods and at airports worldwide and is the most comprehensive service provider in the industry, unparalleled in size, strength, and stability. With these two brands, Enterprise Holdings gives businesses the service, value, and convenience they expect from the brands they have come to know and trust — and the most comprehensive business rental solution in the marketplace.

National Car Rental

On August 27, 1947, a group of 24 independent car rental operators with 800 vehicles and 60 locations founded National Car Rental. Over the years, National would go on to pioneer many industry features, improving the rental experience for travelers. Today, National Car Rental is a premium, internationally recognized brand serving the daily rental needs of the frequent airport traveler throughout the United States, Canada, Mexico, the Caribbean, Latin America, and Asia. In 1954, National became the first car rental brand to offer one-way rentals for those wishing to rent cars in one town and leave them in another. Our one-way rental network remains one of our industry-leading strengths.

Through tremendous growth, organizational changes and new travel industry innovations, National has remained a leader in both business and leisure rentals. The National Car Rental brand is now one of the world's largest rental car companies, and serves the most popular domestic and international travel destinations through a network of more than 2,000 locations worldwide.

Enterprise Rent-A-Car

In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of its native St. Louis. In 1974, a branch manager in Orlando started a new program that provided customers with a free ride to the rental office. This service led to Enterprise's well-known "We'll Pick You Up" tradition.

In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, focusing on serving businesses with small- to mid-sized fleets. Seven years later, Enterprise surpassed the half-million-vehicles mark in its rental and leasing fleet and 4,000 locations worldwide. The company also opened its first Rent-A-Truck location, now known as Enterprise Truck Rental.

In 2007, after five decades of continuous growth and expansion, Enterprise celebrated its 50th anniversary and announced its environmental and sustainability platform. While the rest of the industry competed at the edge of America's runways, Jack Taylor took the company into neighborhoods — where customers lived and worked. We now operate nearly 6,000 rental locations, conveniently situated within 15 miles of 90 percent of the United States.

In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.

Provide a list of your top 3 customers. Customers must be of equal or greater size than Jackson County's estimated yearly average spend on the rental/leasing of vehicles.

National and Enterprise currently serve approximately 600,000 corporate accounts, with a retention rate of 95 percent. Companies with annual spend of \$5 million or more account for 5 percent of our corporate account revenue. More information can be provided if needed.

Provide a list of your Company's locations that are within 30 miles of Kansas City, MO.

Downtown Kansas City, MO 600 Grand Ave. 816-842-4700	Lee's Summit, MO 1025 SW Blue Pkwy. 816-246-8185	Western Wyandotte, KS 7611 State Ave. 913-334-2571
Blue Springs, MO 320 NW 7 Hwy 816-224-4949	Kansas City North, MO 1412 Burlington St. 816-452-2020	Lenexa, KS 11942 W. 95th St. 913-894-0400
Grandview, MO 1512 Main St. 816-765-4404	Kansas City South, MO 9400 Troost Ave. 816-941-2500	Liberty, MO 609 S. State Rt. 291 816-792-1444
Independence, MO 3445 S. Noland Road 816-836-3200	Kansas City - Watt's Mill 1146 W. 103rd St. 816-942-2322	Midtown Kansas City, MO 3543 Main St. 816-931-1208
Gladstone, MO 7507 N. Oak Trfwy. 816-436-6900	KCI Airport 3 Nassau Circle 816-464-2500	Mission, KS 10000 SM Parkway 913-262-8888
Lawrence, KS 2233 W. 29th Terr. 785-842-8040	Olathe West, KS 1610 E. Santa Fe 913-254-0012	Topeka Downtown, KS 333 Topeka Blvd. 785-233-0200
Leavenworth, KS 4614 S. 4th Trfwy. 913-727-2222	Overland Park, KS 10661 Metcalf 913-642-9669	Overland Park South, KS 14873 Metcalf Ave 913-402-1322
Overland Park North 7800 Metcalf 913-383-1300	Ottawa, KS 201 E. 2nd St. 785-242-0300	Platte Woods, MO 7515 NW Prairie View 816-746-4000
Raytown, MO 9720 E. 350 Hwy. 816-358-0404	Sedalia, MO 2409 W. Broadway 660-827-3575	Shawnee, KS 6000 Nieman Road 913-631-7663
Harrisonville, MO 2103 N. State Rt. 291 816-380-6807		

Provide your Company's 24 hour customer service number

National and Enterprise Roadside Assistance is available 24 hours a day, seven days a week at 1-800-367-6767 in the U.S.

National's Account Customer Service team is available toll free at 1-800-468-3334 from 7 a.m. to 10 p.m. CST, seven days a week.

Enterprise customer service can be reached 24 hours a day at 1-800-261-7331 or by email from the Enterprise website.

Provide a blank copy of your company's Standard Rental Form

A Sample Rental Agreement is provided as a separate attachment.

Contractor Utilization Plan, page 22 through 26 hereof must be filled out, signed, notarized and submitted with your bid. Failure to include this document with your bid may RESULT IN THE REJECTION OF YOUR BID.

The Contractor Utilization Plan, signed and notarized, is attached. However, National and Enterprise do not utilize sub-contractors for vehicle rental services.

Competitive Rates

Special rates for the Greater Kansas City Area

Vehicle Class	Daily Rates	Weekly Rates	Monthly Rates
Economy/Compact	\$17	\$119	\$476
Standard	\$21.50	\$161.25	\$645
Full-Size	\$22.30	\$167.25	\$669
Premium	\$22.96	\$172.25	\$689
Luxury	\$22.96	\$172.25	\$689
Minivan	\$22.50	\$168.75	\$675
Medium SUV	\$22.96	\$172.25	\$689
Standard Truck	\$22.63	\$169.75	\$679
Full-Size Truck	\$22.96	\$172.25	\$689
12/15-Passenger Van	\$45	\$315	\$1260
Cargo Van	\$29	\$203	\$812

Discounted U.S. Rates

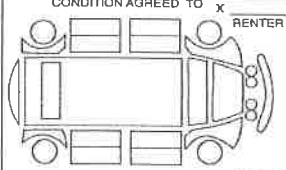
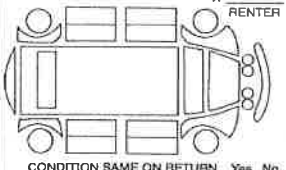
For rentals outside of the Kansas City area, Jackson County renters will receive a 10% discount on National Car Rental rates, and a 5% discount on Enterprise Rent-A-Car rates.

National.

Information contained on this page contains matters which, in the absence of contrary regulations, are confidential and proprietary and subject to the restrictions and conditions on use and disclosure. Please refer to Enterprise Holdings' Statements on Confidentiality and Non-Disclosure for further detail. Copyright 2015 Enterprise Holdings. All rights reserved.

enterprise



TIME	DATE	YEAR	IN	RENTAL TYPE	SOURCE NO.	LD. NO.	RENTAL AGREEMENT NO. D																												
TIME	DATE	YEAR	OUT	RENTER																															
START CHARGES IF DIFFERENT				ADDRESS				HOME PHONE																											
ORIGINAL VEHICLE				ADDRESS				OFFICE PHONE																											
COLOUR	REGISTRATION NO.			CITY	COUNTY		POSTAL CODE																												
MODEL	UNIT NO.			DRIVER'S LICENCE NO.	DATE ISSUED	EXPIRY DATE																													
MILEAGE	IN			ISSUING AUTHORITY	DOB	EMPLOYER																													
	OUT			BILL TO COMPANY																															
DRIVEN	CONDITION AGREED TO <input checked="" type="checkbox"/> RENTER			ATTN:	PHONE	EXT.																													
																																			
REFERENCE NUMBER:																																			
ADDITIONAL DRIVER --- PERMITTED ONLY WITH ENTERPRISE APPROVAL AGE																																			
I request Enterprise's permission to allow DRIVER'S LICENCE NO. ISSUING AUTH. ISSUE DATE EXPIRY DATE																																			
who is under my control and direction to drive the rented vehicle for me and on my behalf. I am responsible for their acts while they are driving, and for fulfilling the terms and conditions of this agreement.																																			
LOAD COVER				AUTH. BY																															
F OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F U IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F L				RENTER DECLINES DAMAGE WAIVER (DW) AND ASSUMES DAMAGE AND THEFT RESPONSIBILITY. SEE PAGE 3 PARAGRAPH 7. RENTER <i>Declines DW</i>				RENTER ACCEPTS DAMAGE WAIVER (DW) AT DAILY FEE SHOWN TO THE RIGHT. RENTER REMAINS RESPONSIBLE FOR EITHER AN EXCESS OF £1100 OR THOSE INDICATED TO THE RIGHT. DW IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 8.A. RENTER <i>Accepts DW</i>																											
OPTIONAL PRODUCTS NOTICE Our contract offers optional products including Damage Waiver, Excess Protection/Partial Waiver, Roadside Assistance Protection. Some of these products entail a separate charge. Before deciding whether to accept any of these optional products, you may wish to determine whether your personal insurance or credit card provides you coverage during the Rental Period.				RENTER DECLINES EXCESS PROTECTION (EP)/PARTIAL WAIVER (PW) SEE PAGE 3 PARAGRAPH 7. RENTER <i>Declines EP/PW</i>				RENTER ACCEPTS EXCESS PROTECTION (EP)/PARTIAL WAIVER (PW) AT DAILY FEE SHOWN TO THE RIGHT. RENTER REMAINS RESPONSIBLE FOR EITHER AN EXCESS OF £500 OR THOSE INDICATED TO THE RIGHT. EP/PW IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 8.B. RENTER <i>Accepts EP/PW</i>																											
RENTER DECLINES ROADSIDE ASSISTANCE PROTECTION (RAP) SEE PAGE 3 PARAGRAPH 7. RENTER <i>Declines RAP</i>				RENTER ACCEPTS ROADSIDE ASSISTANCE PROTECTION (RAP) AT DAILY FEE SHOWN TO THE RIGHT. RAP IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 8.C. RENTER <i>Accepts RAP</i>				RENTER INSURANCE INFORMATION INSURER: POLICY #:																											
REPLACEMENT VEHICLE TIME DATE IN OUT COLOUR REGISTRATION NO. MODEL UNIT NO. MILEAGE IN OUT DRIVEN CONDITION AGREED TO <input checked="" type="checkbox"/> RENTER  CONDITION SAME ON RETURN Yes No ONLY DAMAGE LARGER THAN SHOWN ON DAMAGE EVALUATOR WILL BE MARKED LOAD COVER F OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F U IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F L								IT IS IMPORTANT THAT YOU HAVE READ AND UNDERSTAND THE ENTIRE AGREEMENT BEFORE SIGNING. ONLY SIGN THIS AGREEMENT BELOW IF YOU WISH TO BE BOUND BY THE TERMS AND CONDITIONS ON PAGES 1 TO 4. STATEMENT OF LIABILITY: I ACKNOWLEDGE THAT FOR THE PERIOD OF THE RENTAL I SHALL BE LIABLE AS THE OWNER OF THE VEHICLE FOR ANY FIXED PENALTY OFFENCE COMMITTED WITH RESPECT TO THE VEHICLE OR ANY PENALTY CHARGE NOTICE, ANY EXCESS CHARGE OR PENALTY CHARGE FOR PARKING OR BUS LANE CONTRAVENTIONS WHICH MAY BE INCURRED AND ANY CHARGES AND PENALTY CHARGES INCURRED UNDER A ROAD USER CHARGING SCHEME. BY SIGNING BELOW I AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 TO 4 AND AUTHORISE YOU TO OBTAIN PAYMENT OF ALL AMOUNTS DUE OR WHICH MAY BECOME DUE UNDER THIS RENTAL AGREEMENT BY DEBITING THE CREDIT OR DEBIT CARD PRESENTED FOR SECURITY AT THE TIME OF RENTAL. I AGREE TO INSURE THE VEHICLE FOR ALL THIRD PARTY RISKS UNDER ANY INSURANCE POLICY AVAILABLE TO ME. SEE PAGE 3 PARAGRAPH 6. RENTER <input checked="" type="checkbox"/> DATE ENTERPRISE REP <input checked="" type="checkbox"/> EMPL. NO. I WILL RETURN CAR BY: DEPOSIT(S) PLEASE RETAIN YOUR RECEIPT <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Date</th> <th>Time</th> <th>Type</th> <th>Amount</th> <th>Paid By</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> ADDITIONAL INFORMATION:								Date	Time	Type	Amount	Paid By															
Date	Time	Type	Amount	Paid By																															
TOTAL CHARGES DEPOSITS REFUNDS AMOUNT DUE CLOSED BY RENTER HAS BEEN INFORMED OF ACCIDENT REPORTING INSTRUCTIONS RENTER <i>Accepts</i>																																			

Enterprise Rent-A-Car UK Limited.
 Reg. No.: 2946689
 Reg. Office and Data Controller: Enterprise House,
 Melburne Park, Vicarage Road, Egham, Surrey TW20 9JY.

3135001

TIME	DATE	YEAR	IN	RENTAL TYPE	SOURCE NO	I.D. NO.	RENTAL AGREEMENT NO. D
TIME	DATE	YEAR	OUT	RENTER			
START CHARGES IF DIFFERENT							
ORIGINAL VEHICLE							
COLOUR		REGISTRATION NO.					
MODEL		UNIT NO.					
MILEAGE	IN						
	OUT						
DRIVEN							
CONDITION AGREED TO <input checked="" type="checkbox"/> RENTER							
CONDITION SAME ON RETURN Yes No							
ONLY DAMAGE LARGER THAN SHOWN ON DAMAGE EVALUATOR WILL BE MARKED							
LOAD COVER	OUT	IN	X RENTER AUTH. BY RENTER DECLINES DAMAGE WAIVER (DW) AND ASSUMES DAMAGE AND THEFT RESPONSIBILITY SEE PAGE 3 PARAGRAPH 7. RENTER Declines DW RENTER ACCEPTS DAMAGE WAIVER (DW) AT DAILY FEE SHOWN TO THE RIGHT. RENTER REMAINS RESPONSIBLE FOR EITHER AN EXCESS OF £1100 OR THOSE INDICATED TO THE RIGHT. DW IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 8.A. RENTER Accepts DW				
FUEL	OUT	E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F	RENTER DECLINES EXCESS PROTECTION (EP), PARTIAL WAIVER (PW), SEE PAGE 3 PARAGRAPH 7. RENTER Declines EP DW RENTER ACCEPTS EXCESS PROTECTION (EP), PARTIAL WAIVER (PW) AT DAILY FEE SHOWN TO THE RIGHT. RENTER REMAINS RESPONSIBLE FOR EITHER AN EXCESS OF £500 OR THOSE INDICATED TO THE RIGHT. EP/PW IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 8.B. RENTER Accepts EP DW				
	IN	E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F	RENTER DECLINES EXCESS PROTECTION (EP), PARTIAL WAIVER (PW), SEE PAGE 3 PARAGRAPH 7. RENTER Declines RAP RENTER ACCEPTS EXCESS PROTECTION (EP), PARTIAL WAIVER (PW) AT DAILY FEE SHOWN TO THE RIGHT. RAP IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 8.C. RENTER Accepts RAP				
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Our contract offers optional products including Damage Waiver, Excess Protection/Partial Waiver, Roadside Assistance Protection. Some of these products entail a separate charge. Before deciding whether to accept any of these optional products, you may wish to determine whether your personal insurance or credit card provides you coverage during the Rental Period.							
REPLACEMENT VEHICLE							
TIME	DATE	YEAR	IN	RENTAL TYPE			
TIME	DATE	YEAR	OUT	RENTER			
COLOUR							
REGISTRATION NO.							
MODEL							
UNIT NO.							
MILEAGE	IN						
	OUT						
DRIVEN							
CONDITION AGREED TO <input checked="" type="checkbox"/> RENTER							
CONDITION SAME ON RETURN Yes No							
ONLY DAMAGE LARGER THAN SHOWN ON DAMAGE EVALUATOR WILL BE MARKED							
LOAD COVER	OUT	IN	RENTER DECLINES EXCESS PROTECTION (EP), PARTIAL WAIVER (PW), SEE PAGE 3 PARAGRAPH 7. RENTER Declines EP DW RENTER ACCEPTS EXCESS PROTECTION (EP), PARTIAL WAIVER (PW) AT DAILY FEE SHOWN TO THE RIGHT. RENTER REMAINS RESPONSIBLE FOR EITHER AN EXCESS OF £500 OR THOSE INDICATED TO THE RIGHT. EP/PW IS NOT INSURANCE. SEE OPTIONAL PRODUCTS NOTICE AND PAGE 3 PARA 8.B. RENTER Accepts EP DW				
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RENTAL AGREEMENT NO. D

who is under my control and direction to drive the rented vehicle for me and on my behalf. I am responsible for their acts while they are driving, and for fulfilling the terms and conditions of this agreement.

INSURER: _____ POLICY #: _____

IT IS IMPORTANT THAT YOU HAVE READ AND UNDERSTAND THE ENTIRE AGREEMENT BEFORE SIGNING. ONLY SIGN THIS AGREEMENT BELOW IF YOU WISH TO BE BOUND BY THE TERMS AND CONDITIONS ON PAGES 1 TO 4.

STATEMENT OF LIABILITY: I ACKNOWLEDGE THAT FOR THE PERIOD OF THE RENTAL I SHALL BE LIABLE AS THE OWNER OF THE VEHICLE FOR ANY FIXED PENALTY OFFENCE COMMITTED WITH RESPECT TO THE VEHICLE OR ANY PENALTY CHARGE NOTICE. ANY EXCESS CHARGE OR PENALTY CHARGE FOR PARKING OR BUS LANE CONTRAVENTIONS WHICH MAY BE INCURRED AND ANY CHARGES AND PENALTY CHARGES INCURRED UNDER A ROAD USER CHARGING SCHEME.

BY SIGNING BELOW I AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 TO 4 AND AUTHORISE YOU TO OBTAIN PAYMENT OF ALL AMOUNTS DUE OR WHICH MAY BECOME DUE UNDER THIS RENTAL AGREEMENT BY DEBITING THE CREDIT OR DEBIT CARD PRESENTED FOR SECURITY AT THE TIME OF RENTAL.

I AGREE TO INSURE THE VEHICLE FOR ALL THIRD PARTY RISKS UNDER ANY INSURANCE POLICY AVAILABLE TO ME. SEE PAGE 3 PARAGRAPH 6.

RENTER DATE _____

ENTERPRISE REP EMPL. NO. _____

I WILL RETURN CAR BY:		DEPOSIT(S)		PLEASE RETAIN YOUR RECEIPT	
Date	Time	Type	Amount	Paid By	

ADDITIONAL INFORMATION:

TOTAL CHARGES

DEPOSITS

REFUNDS

AMOUNT DUE _____

CLOSED BY _____

RENTER HAS BEEN INFORMED OF ACCIDENT REPORTING INSTRUCTIONS
RENTER

RENTAL AGREEMENT: TERMS AND CONDITIONS

PAGE 2 of 4

1. Your Agreement with us:

When you sign Page 1 you accept the terms and conditions set out in this rental agreement (Agreement) which consists of Pages 1 to 4. Please read this Agreement carefully. If there is anything you do not understand, please ask any member of staff.

We and you are the only parties to this Agreement and you are responsible for complying with all the terms of this Agreement even though another person (such as an insurance company) may have arranged the rental, negotiated certain terms or may pay for all or some of the rental bill.

We assure you that our vehicle (Vehicle) is roadworthy and suitable for renting at the start of the rental period.

This Agreement is the entire Agreement between you and us concerning the rental of the Vehicle and cannot be altered unless agreed to in writing and signed on behalf of you and us.

2. Rental period:

We agree that you may have the Vehicle until the return date on Page 1. We may agree to extend this rental orally or in writing but the rental period may never be more than three months. We may require you to pay an additional deposit if we agree to extend the rental.

Subject to the following conditions, you can choose to return the Vehicle during our standard office hours before the agreed return date on Page 1 and thereby terminate this Agreement early (and the rental period shall be reduced accordingly). If you have prepaid the rental charges to qualify for a "special offer" rate you agree no refund will be due for early termination otherwise you will in such circumstances be obliged to pay our standard day rates (as well as any other applicable charges referred to in this Agreement) for the days or parts thereof during which you rented the Vehicle. Our standard day rates change frequently and are published on our website www.enterprise.co.uk (Website). They may be more than the day rates you originally agreed with us. Likewise the average daily cost of other applicable charges (such as insurance cover) for the reduced rental period may be higher. You will also lose the benefit of any "special offer" rates (for example week-end rates that are dependant on hiring the Vehicle for a minimum specified period). Therefore before choosing to return the Vehicle early in this way, you must first contact us to identify the revised charges payable. If you do not wish to pay such charges, you shall have no right to vary or terminate the Agreement as described in this Paragraph unless separately agreed by us. Any change to the return date will affect the charges referred to in Paragraph 5, but except as expressly stated or required by implication, early termination shall not otherwise affect the parties' respective rights and obligations under this Agreement.

Any administrative steps taken by us as a result of an agreed extension to the rental period (including without limitation changes to our records, billing processes, document reference numbers or document dates) shall not affect your responsibilities to us under the terms and conditions of this Agreement.

3. Your responsibilities:

- You must look after the Vehicle and the keys. You must always lock the Vehicle and secure all of its parts.
- You must not let anyone work on the Vehicle without our permission. If we give you permission, we will only give you a refund if you have a receipt for the work.
- You must inspect the Vehicle prior to taking possession of it.
- You must stop using the Vehicle and contact us as soon as you become aware of a fault with the Vehicle.
- You must bring the Vehicle back to us by the date and time shown on page 1 unless otherwise agreed. One of our staff must see the Vehicle to check that it is in good condition. If we have agreed that you may return the Vehicle outside business hours or if you choose to leave the Vehicle with a third party you will remain responsible for the Vehicle and its condition until it is re-inspected by a member of our staff.
- You must check that you have not left any personal belongings in the Vehicle before you bring back the Vehicle.
- By signing the statement of liability on Page 1, you acknowledge that you will be liable as the owner, driver or operator of the Vehicle for any offence, penalty, charge or fine which is committed, issued or incurred in respect of any parking, bus lane, congestion charge or traffic offence or contravention in any jurisdiction where the Vehicle is driven until it is returned, unless caused through our own fault.

4. Use of the Vehicle:

The Vehicle must not be used

- by anyone other than you or any Additional Driver named on page 1;
- by anyone without a full valid driving licence for the class or use of vehicle rented;
- for hire or reward;
- for any illegal purpose;
- for racing, pacemaking, testing the Vehicle's reliability and speed or teaching someone to drive;
- while under the influence of alcohol or drugs;
- outside of the United Kingdom or in the case of rentals in Northern Ireland outside of the United Kingdom or the Republic of Ireland, unless we have given you written permission;
- overloaded with more passengers than seatbelts or to transport children without the legally required carseats;
- to propel or tow any other vehicle or trailer;
- other than on a paved public highway, private road or driveway;
- to transport dangerous or noxious substances;
- in a reckless or negligent manner;
- in or on that part of any aerodrome, airfield, airport or military installation provided for the takeoff, landing, movement or parking of aircraft and aerial devices, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

5. Charges:

- For all daily items designated as "day" on Page 1.
 - If Page 1 indicates "day = 24 hour period", a day is each consecutive full or partial 24 hour period.
 - If Page 1 indicates "day = calendar day", a day is each consecutive full or partial calendar day.
 - All charges are for a minimum of 1 day.
- For all rental terms shown as "week" or "month" on Page 1.
 - If Page 1 indicates "week" a week is 7 consecutive days beginning at the start time of the rental.
 - If Page 1 indicates "month" a month is 30 consecutive days beginning at the start time of the rental.
- You agree to pay us the following charges:
 - The time charges for the rental period and any extension of the rental period at the daily rate shown on page 1 (or if no rate is provided on page 1, at the standard prevailing daily rate).
 - Charges for any optional services or products which you chose to accept.
- Additional Obligations. You shall pay to us on demand:
 - All fines and court costs for parking, bus lane, congestion charge, traffic or other offences assessed against the Vehicle, us, you, any Additional Driver or any other driver you permitted to use the Vehicle until the Vehicle is returned unless caused by our own fault.
 - A reasonable administration fee for processing any fines or offences against the Vehicle, you or us during the rental period, unless caused through our own fault.
 - Our costs including reasonable legal fees incurred collecting payments due from you under this Agreement.
 - A reasonable collection fee if the Vehicle is not returned to the original rental office indicated on Page 1.
 - A cleaning fee if you fail to return the Vehicle in a reasonable condition and such charge shall be the additional cost to us reasonably incurred as a result of such failure;
 - Any recovery fees reasonably incurred by us where the damage to, or Vehicle fault, is the result of human error by you, any Additional Driver or any other person you permitted to use the Vehicle and is not covered by any manufacturer breakdown programme.
 - A refuelling service charge which will be based on the rates set on page 1 of this agreement or at the rental branch you rented the vehicle from (or both) if you did not return the vehicle to us with the agreed amount of fuel unless an optional fuel product was purchased to waive this charge.
- In the case of damage to, loss or theft of the Vehicle or any part or accessory whatsoever caused to the Vehicle unless caused through our own fault, you shall pay us on demand:
 - Fair market value of the repair or replacement of the Vehicle, part or accessory (as applicable) or a repair value calculated by reference to our standard list for minor repairs;
 - Reasonable administration fees;
 - Loss of revenue at the daily rate shown on Page 1 (or if no rate is provided on page 1, at the standard daily rate for the vehicle provided) based on our loss of income of the Vehicle, not to exceed 30 days, provided that this does not result in us being compensated twice for the same loss;
 - A reasonable sum for diminishment of value as determined by an independent Motor Engineer;
 - Any towing, storage and impound fees reasonably incurred by us as a result of the damage to, loss or theft of the Vehicle.

We shall have the sole right and responsibility to repair the Vehicle and shall, unless you have already settled our agreed repair costs, attempt to repair the Vehicle and process the insurance claim in a timely manner. Your liability for damage to, loss or theft of, the Vehicle may be reduced by the purchase of Damage Waiver or Excess Protection/Partial Waiver (see Paragraph 5).

- You will pay Value Added Tax and all other taxes (if any) payable on any of the charges listed in this Paragraph 5.
- You are responsible for all charges, even if you have asked someone else to be responsible for them or we have billed any third party. You agree that we will compute and debit final charges from your credit and/or debit card if that is the form of deposit or security being used, as shown on Page 1. All charges are subject to final audit. We will use reasonable endeavours to notify you before debiting from your credit and/or debit card charges which are finalised or come to light after the end of the Agreement. Where the rental of the Vehicle is consequent upon your own vehicle having been involved in an accident, we may at our sole discretion permit payment of the charges due under this Agreement to be deferred for a period not exceeding 11 months from the date of this Agreement. At the end of the deferral period the amount due shall become payable in one single payment. No interest or other charges shall be payable during, or in respect of, the deferral or credit period.

5. Responsibility to third parties:

Unless the words "3RD PARTY COVER INCLUDED" appear on Page 1, if valid motor third party liability insurance is available on any basis to you Additional Driver(s) or any other driver and such insurance satisfies the Road Traffic Act 1988 (as amended by the Road Traffic Act 1991), Road Traffic (Northern Ireland) Order 1981 or any other legislation currently in force in any jurisdiction in which you operate the Vehicle, that insurance is primary and we extend no indemnity under our motor fleet insurance policy. You are required to comply with the terms of any applicable insurance policy.

However, if the words "3RD PARTY COVER INCLUDED" appear printed on Page 1, or no valid third party liability insurance is available on any basis to you or any Additional Driver(s) and you and any Additional Driver(s) are in compliance with the Terms and Conditions of this Agreement we agree that you and any Additional Driver(s) age 21 and over will be entitled to indemnity under our motor fleet insurance policy against claims from a third party alleging injury, death or damage to property as required by the Road Traffic Act 1988 (as amended by the Road Traffic Act 1991), Road Traffic (Northern Ireland) Order 1981 or any other legislation currently in force in any jurisdiction in which you operate the Vehicle. You will be bound by the terms, conditions, limitations, exceptions and exclusions of our policy and may request a copy of our policy from our Reg. Office as specified on Page 1.

You agree to fully cooperate and assist us and our insurers in the investigation of any third party claim and agree that we or they will have the sole right to settle any claim as we or they may decide is necessary. You agree that any failure to report a claim as soon as reasonably possible, failure to cooperate or assist, any fraud or breach of the terms and conditions of our policy, or any breach of Paragraph 4 will invalidate the cover supplied under our motor fleet insurance policy.

If the insurance available to you, Additional Driver(s) or any other driver does not pay any third party the damages they are entitled to as a result of you, Additional Driver(s) or any other driver failing to comply with the terms and conditions of that policy, you will have to repay on demand all costs incurred by us or our insurers in settling and handling the claim. If you provide false information in relation to any third party claim, or if we or our insurers suspect fraud, we may notify fraud prevention agencies and databases, and you may be prosecuted.

7. Damage and theft responsibility:

If you decline Damage Waiver on Page 1 you must keep the Vehicle insured against damage to, loss or theft of, the Vehicle up to the fair market value of the Vehicle. You must comply with the terms of your insurance policy. If the Vehicle is damaged, lost or stolen and Damage Waiver is declined or does not apply (see Paragraph 8 a.) you must allow us to make a claim under any policy in your name. If you also decline Excess Protection/ Partial Waiver and / or Roadside Assistance Protection on Page 1 or if they do not apply (see Paragraphs 8 b. and 8 c.) you agree to pay us on demand the appropriate excess as stated in your insurance policy.

If the insurance you have arranged does not pay us in full for any charges outlined in Paragraph 5 d. or 5. e. you are still responsible for paying us all outstanding charges on demand.

If you have paid us everything required under this Agreement and we later recover all of our losses from a third party we will refund you any excess.

8. Our protection products:

a. **Damage Waiver (DW):** If you accept DW on Page 1, we will not hold you liable for damage to, loss or theft of, the Vehicle, except that you will still have to pay the excesses indicated on Page 1 every time the Vehicle is damaged or stolen or lost. If no excesses are indicated on Page 1 you will still be responsible for the first £1100 every time the Vehicle is damaged or stolen or lost. Your responsibility can be reduced with the acceptance of Excess Protection/Partial Waiver (see 8 b. below) and /or Roadside Assistance Protection (see 8 c. below). You agree DW does not exempt you from liability for damage caused by: the use of incorrect fuel; any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if you failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.

b. **Excess Protection (EP) / Partial Waiver (PW):** If you accept EP/PW on Page 1 and have accepted DW we will reduce your responsibility for any loss caused by damage to or theft of or loss of the vehicle to the excess indicated in page 1. or if no excesses are indicated the first £500 every time the vehicle is damaged, stolen or lost. If you accept EP/PW and DW has not been accepted you remain responsible for all losses above £600 up to the full market value of the vehicle every time the vehicle is damaged or stolen or lost. You agree that EP/PW does not exempt you from liability for damage caused by: the use of incorrect fuel; any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or if you failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlock the Vehicle and/or enable the Vehicle to be started.

c. **Roadside Assistance Protection (RAP):** If you accept RAP on page 1 we will waive all of your responsibility for the following (i) tyre repair or tyre replacement costs including rims except when part of a larger repair to the vehicle; (ii) replacement key costs (iii) glass repair or glass replacement costs except when part of a larger repair to the vehicle; (iv) all recovery and call out charges imposed by our chosen Roadside Assistance Providers as a result of any fault occurring to our vehicle which is due to driver or renter error. RAP does not exempt you from these charges for damage caused by the use of incorrect fuel; any breach of Paragraph 3 or Paragraph 4 or Paragraph 9; or running out of fuel multiple times.

9. What to do if the Vehicle is in an accident or stolen or lost:

- You must report the accident or theft or loss to us as soon as possible and confirm this in writing as soon as reasonably possible.
- Unless the words "3rd PARTY COVER INCLUDED" and "DW INCLUDED IN RATE" appear on Page 1 you must as soon as reasonably possible notify your insurers and confirm to us that such notice has been given.
- You or any driver must not admit responsibility to anyone in relation to the accident.
- You and any driver should collect the names and addresses of everyone involved, including witnesses, and give them to us.
- You and any driver must promptly forward to us any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.
- You agree to cooperate with us and our insurers including requests for full and true information and to provide assistance in any matters or legal proceedings including allowing proceedings to be brought by us in your name and defending any proceedings brought against you.
- You must return the original keys to us and report the theft or loss to the police as soon as reasonably possible if the Vehicle is stolen or lost.

10. Data Protection:

- You agree that we, our subsidiaries parent company and any subsidiary of our parent company whether in the EU or outside the EU (including the USA) may:
 - store your personal data that relates to any incident arising from your dealings with us if we think that, as a result of such incident, you could be a risk for future rentals. We may refer to such data when you contact us to seek future rental services. For example, we will record data about your failure to pay, theft of or damage to a vehicle, abusive behaviour towards our staff, any relevant criminal offence committed or alleged or if you have driven under the influence of drugs or alcohol. Such data is stored separately from our general client database though the databases are linked. If we record any such data against your name and you later seek to rent another vehicle in the UK or elsewhere, a decision will be made by our authorised employees as to whether the rental may proceed.
 - process any personal data given by you or obtained for the purposes of keeping of accounts and records in connection with this Agreement and its performance and unless you withdraw your agreement our marketing generally;
 - verify personal, driving and credit information provided by you and any Additional Authorised Driver through credit agencies, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA), fraud prevention agencies/databases and other sources;
 - process the data in the EU and the USA or elsewhere and make it available to us, any subsidiary, any parent company, or any subsidiary of a parent;
 - provide your personal data to third parties to carry out customer satisfaction surveys on our behalf;
 - provide details of any accidents in which you or any Additional Driver of the Vehicle are involved to relevant insurance databases; and
 - process your personal data in the EU and the USA for the above purposes.
- You agree if you break the Agreement we can give such of your personal data as may be relevant to the DVLA, the DVA, debt collectors and any other relevant organisation. We can also give this information to the British Vehicle Rental and Leasing Association (BVRLA), which can share your personal information with its members to prevent crime and protect their assets, as allowed under the Data Protection Act 1998.
- Queries about personal data should be referred to the data controller at the registered office on Page 1.
- If you do not agree to your personal data being used for marketing purposes contact the data controller at the registered office on Page 1.
- Personal data collected will be used for the purposes encompassed in the current Privacy Policy that can be accessed at www.enterprise.co.uk or by written request from the data controller at the registered office on Page 1.
- The Vehicle may be equipped with a tracking device and/or a telematics system. You acknowledge that such systems utilise mobile telephones, satellite and/or radio signals to transmit data and communication and therefore privacy cannot be guaranteed. You authorise us and our appointed providers to use and access location information and automatic crash notification concerning you for use in the operation of an automatic crash notification system and use of the Vehicle location system for legitimate reasons (such as to investigate a lost or stolen Vehicle or to co-operate with law enforcement authorities). You accept that a tracking device may alert us if the Vehicle enters any designated area (such as a port) so we are aware if the Vehicle may be transferred abroad, or for other security reasons. We are not obliged to use or ensure the proper operation of any tracking device or telematics system in the Vehicle.
- When you use any satellite navigation or infotainment system in this Vehicle, you are responsible for any information that is stored in the systems as a result of your use. We cannot guarantee the privacy or confidentiality of such information, and you must wipe it before you return the Vehicle to us. If you do not do this, the next users of the Vehicle will be able to access this information.

11. Ending the Agreement:

- You may return the Vehicle and terminate this Agreement at any time during the rental period in accordance with and subject to Paragraph 2.
- We may end this Agreement immediately upon written notice to you if you commit any material breach of this Agreement. A "material breach" by you includes any failure to comply with paragraphs 3-4 or 5.
- Upon termination of this Agreement, if you fail promptly to return the Vehicle to us, we may repossess it, and you shall be liable for the reasonable costs involved in repossessing it.
- Termination of this Agreement shall not affect your or our rights and remedies which exist at the termination date. Any parts of this Agreement which by implication continue after termination shall not be affected.

12. Governing law:

Where your address is shown on Page 1 to be in England or Wales, this Agreement is governed by the laws of England and any dispute shall be settled in the Courts of England and Wales. Where your address is shown on Page 1 to be in Scotland, this Agreement is governed by the laws of Scotland and any dispute may be settled in the Scottish Courts. Where your address is shown on Page 1 to be in Northern Ireland, this Agreement is governed by the laws of Northern Ireland and any dispute may be settled in the Courts of Northern Ireland. In any other case, this Agreement is governed by the laws of England and any dispute may be settled in the Courts of England and Wales. In this Paragraph 12, "dispute" shall include both contractual and non-contractual disputes. A reference to a statute or statutory provision in this Agreement is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

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WHAT TO DO IF YOU HAVE AN ACCIDENT WITH ANOTHER VEHICLE?

Please follow ALL of the action steps below. Failure to do so may jeopardise your coverage under available insurance.

(1) Obtain the following:

- Date
- Time
- Location
- Witness details
- Third party name
- Third party reg.
- Third party vehicle
- No. of passengers
- Third party tel.
- Third party mobile

(2) Call Enterprise immediately, 24/7 on the number indicated below

0845 600 5923

*Local call rates apply

Your rental branch as shown on page 1

(3) Provide the third party with the above Enterprise telephone number



WE'VE GONE GLOBAL

Enterprise is a proud member of the Drive AllianceSM network, with more than 8,200 locations at airports, train stations and in neighbourhoods throughout Europe, North America and beyond. Enterprise and the Drive Alliance network will help you get where you're going.

WE'RE ALWAYS ON CALL.

Should you require Roadside Assistance, please call the location where you rented the vehicle. If outside of office hours, please call 0800 316 0977.



We'll pick you up.™