

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Lynn Peccerillo-Hills
Contract Specialist

860-713-5255
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

16PSX0094

Contract Award Date:

19 December 2017

Proposal Due Date:

11 October 2016

SUPPLEMENT DATE:

25 March 2019

CONTRACT AWARD SUPPLEMENT #2

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **NASPO VALUEPOINT MULTI-STATE COOPERATIVE FOR: BOX TRUCK RENTAL SERVICES**

FOR: All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations NASPO ValuePoint, All Participating States

TERM OF CONTRACT: 19 December 2017 through 18 December 2019

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE: This supplement is being issued to amend contract language and Exhibits as shown in the First Amendment Agreement between the Contract parties which is attached hereto and made a part hereof.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LYNN PECCERILLO-HILLS

Contract Specialist

(Original Signature on Document in Procurement Files)

FIRST AMENDMENT TO
CONTRACT 16PSX0094
BETWEEN THE STATE OF
CONNECTICUT
AND
VARIOUS ENTITIES LISTED ON EXHIBIT E
NASPO VALUEPOINT MULTI-STATE COOPERATIVE FOR: BOX TRUCK RENTAL SERVICES

This First Amendment (the "Amendment") to the Agreement, as defined below, is made as of the 13th day of March, 2019, by and between Various Entities Listed on Exhibit E (collectively, the "Contractor"), with a principal place of business at 600 Corporate Park Drive, St. Louis, MO 63105, acting by Meredith Perkins, its Secretary, duly authorized, and the State of Connecticut, acting through its Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut, acting by Lynn Peccerillo-Hills, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, DAS and the Contractor entered into an agreement dated 19 December 2017 for NASPO VALUEPOINT MULTI-STATE COOPERATIVE FOR: BOX TRUCK RENTAL SERVICES (the "Agreement"); and

WHEREAS, "Exhibit F – Branch Locations" was inadvertently omitted from the executed Agreement and incorrectly referenced in Subsection 1. (a) (Contractor Requirements) of Exhibit A (Description of Services and Additional Terms & Conditions) as "Exhibit D – Branch Locations".

WHEREAS, the terms and surcharges were inadvertently omitted from the Exhibit B- Price Schedule in the executed Agreement.

WHEREAS, DAS and the Contractor desire to amend the Agreement.

NOW THEREFORE, the Contractor and DAS agree as follows:

1. The first sentence of Subsection 1.(a) (Contractor Requirements) of Exhibit A (Description of Services and Additional Terms & Conditions) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Contractor shall allow truck pickup and return from the locations included in Exhibit F - Branch Locations."

2. The last paragraph of Subsection 1.(q)1. of Exhibit A (Description of Services and Additional Terms & Conditions) of the Agreement is deleted in its entirety and replaced with the following:

"Any use or operation of a truck in violation of the foregoing, or any improper fueling, inadequate fuel or fluid levels or improper use of fluids in the truck including but not limited to adding oil or Diesel Exhaust Fluid (DEF) to the wrong tank will invalidate the damage waiver and the third party liability insurance coverage described in Contract Section 15(g). This damage waiver does not apply to "overhead" or roof damage to either the passenger compartment or container of the vehicles listed in Exhibit B – Price Schedule. Overhead damage is defined as any damage to any component of the vehicle resulting from an impact caused by insufficient overhead clearance as listed in Exhibit B – Price Schedule for the vehicle being operated."

3. Subparagraph f) of Subsection 1.(q)1. (Proper Use of Truck) of Exhibit A (Description of Services and Additional Terms & Conditions) to the Agreement is hereby revised by deleting the phrase "other than the Driver".
4. "Exhibit B – Price Schedule" of the Agreement is hereby deleted in its entirety and replaced with the revised Exhibit B –

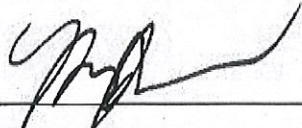
Price Schedule attached to this Amendment as Exhibit A.

5. Except as amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect as of the date hereof.

[Page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS, LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company - Southeast, LLC
Enterprise Leasing Company - West, LLC
Enterprise Leasing Company - South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC
PRERAC, Inc.

By: 

Name: Meredith Perkins
In her capacity as Secretary of each of the above entities identified in Exhibit E to the Agreement.

Date: 3/21/19

STATE OF CONNECTICUT
Department of Administrative Services

By: 

Name: Lynn Peccerillo-Hills

Title: Contract Specialist
Date: 3/25/2019

EXHIBIT A
(Exhibit B – Price Schedule)

See attached.

Proposer Name:	Enterprise Truck Rental
DOT Number:	1841469
Long Term Rental Discount:	Contractor may offer discounts for specific vehicles kept "long term," which means for a period of one (1) year or more.

Line	Truck Classifications	Rental Duration and Mileage Rate Category					OVERHEAD DAMAGE APPLIES
MANDATORY CATEGORY							
1	Box Trucks	Hourly Rate	*Daily Rate	Weekly Rate	Monthly Rate	Per Mile Rate	
1.1	Small: 10-15 foot long, minimum 3,000 lb. payload		\$75.00	\$375.00	\$1,625.00	\$0.13	NA
1.2	Medium: 16-20 foot long, minimum 3,500 lb. payload		\$80.00	\$400.00	\$1,735.00	\$0.13	YES
1.3	Large: 21-26 foot long, minimum 9,000 lb. payload		\$90.00	\$450.00	\$1,950.00	\$0.13	YES
DESIRABLE CATEGORIES							
2	Box Trucks with Lift Gates	Hourly Rate	*Daily Rate	Weekly Rate	Monthly Rate	Per Mile Rate	
2.1	Small: 10-15 foot long, minimum 3,000 lb. payload		\$75.00	\$375.00	\$1,625.00	\$0.13	NA
2.2	Medium: 16-20 foot long, minimum 3,500 lb. payload		\$80.00	\$400.00	\$1,735.00	\$0.13	YES
2.3	Large: 21-26 foot long, minimum 9,000 lb. payload		\$90.00	\$450.00	\$1,950.00	\$0.13	YES
3	Heavy Duty Pick Up (3/4 Ton)	Hourly Rate	*Daily Rate	Weekly Rate	Monthly Rate	**Per Mile Rate	
3.1	Standard Cab Two Wheel Drive		\$70.00	\$250.00	\$1,515.50	\$0.13	NA
3.2	Standard Cab Four Wheel Drive		\$75.00	\$375.00	\$1,515.50	\$0.13	NA
3.3	Crew Cab Two Wheel Drive		\$70.00	\$250.00	\$1,515.50	\$0.13	NA
3.4	Crew Cab Four Wheel Drive		\$75.00	\$375.00	\$1,515.50	\$0.13	NA
3.5	Extra Cab Two Wheel Drive		\$75.00	\$375.00	\$1,515.50	\$0.13	NA
3.6	Extra Cab Four Wheel Drive		\$75.00	\$375.00	\$1,515.50	\$0.13	NA
4	Heavy Duty Pick Up (1 Ton)	Hourly Rate	*Daily Rate	Weekly Rate	Monthly Rate	**Per Mile Rate	
4.1	Standard Cab Two Wheel Drive		\$80.00	\$400.00	\$1,735.00	0.13	NA
4.2	Standard Cab Four Wheel Drive		\$85.00	\$425.00	\$1,840.25	0.13	NA
4.3	Crew Cab Two Wheel Drive		\$85.00	\$425.00	\$1,840.25	0.13	NA
4.4	Crew Cab Four Wheel Drive		\$85.00	\$425.00	\$1,840.25	0.13	NA
4.5	Extra Cab Two Wheel Drive		\$85.00	\$425.00	\$1,840.25	0.13	NA
4.6	Extra Cab Four Wheel Drive		\$85.00	\$425.00	\$1,840.25	0.13	NA
4.7	Dual Wheel		\$85.00	\$425.00	\$1,840.25	0.13	NA
5	Refrigerated Truck	Hourly Rate	*Daily Rate	Weekly Rate	Monthly Rate	Per Mile Rate	
5.1	18 to 26 foot long		N/A	N/A	N/A	N/A	
6	Stakebed	Hourly Rate	*Daily Rate	Weekly Rate	Monthly Rate	Per Mile Rate	
6.1	16-24 foot long		\$100.00	\$500.00	\$2,165.00	0.13	YES
6.2	24- 26 foot long		\$125.00	\$625.00	\$2,750.00	0.13	YES
7	Cargo Vans (Larger than 2,500 lbs payload) (Not requested but offered by Enterprise Truck)	Hourly Rate	*Daily Rate	Weekly Rate	Monthly Rate	**Per Mileage Rate	
7.1	Standard		\$52.50	\$262.50	\$1,136.63	0.13	NA
7.2	European Style		\$60.00	\$300.00	\$1,299.00	0.13	NA
7.3	Extended		\$60.00	\$300.00	\$1,299.00	0.13	NA
7.4	Hightop		\$60.00	\$300.00	\$1,299.00	0.13	NA
8	Additional Services					Rate	
8.1	Late Return Fee					N/A	
8.2	One Way Rental Drop Fee for over 500 Miles					N/A	
8.3	Other (please specify, add lines if needed)					N/A	
9	Convenience Options (please specify, add lines if needed)					Rate	
9.1	Furniture Pads					\$3.00 per unit per day	
9.2	Hand Trucks					\$5.00 per unit per day	
Rates exclude sales of fuel or other Goods and Services, taxes, assessments, fees, surcharges, government charges, facility charges, and concession recovery charges, and any other charges itemized on the invoice which Contractor is required by a third party to collect.							
*Daily rates are based on a 24 hour billing cycle.							
**Rates for Pickup Truck and Cargo Van Classifications include the first 150 miles for daily rate, 1,050 miles for weekly rate, and 2,200 miles for monthly rate. Anything above the included mileage baselines described in this section will be charged the applicable per mile rate.							
Free mileage is not included for all other Truck Classifications and are subject to the applicable per mile rate.							

Surcharge	State/City
\$6	CALIFORNIA: Los Angeles Metro, San Diego Metro, San Francisco Metro, Oakland Metro, Sacramento Metro, Riverside Metro, San Bernardino Metro TEXAS: Midland Metro, Lubbock Metro, Austin Metro, College Station Metro, Houston Metro, Dallas/Ft Worth Metro, San Antonio Metro, Brownsville/Corpus Christi Metro
\$7	VERMONT: Burlington Metro, NEW YORK: Albany Metro
\$10	ALASKA: Fairbanks, Anchorage, Juneau
\$15	NEW YORK: Long Island Metro, Westchester Metro, Newark Metro
\$23	NEW YORK: New York City Metro