



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 1900000558			
Effective Date:	5/1/19	Record Date:	
Expiration Date:	12/18/22	Procurement Folder:	138246
Document Description:	Truck Rental Services	Procurement Type:	Special Authority Goods & Svcs
Cited Authority:	Intergovernmental Purchases	Version Number:	1

CONTACT INFORMATION

ISSUER:
 Amy Monroe
 502-564-4510
 amy.monroe@ky.gov

VENDOR INFORMATION

Name /Address:	Contact:
KY0037450. EAN HOLDINGS LLC DBA: ENTERPRISE RENT-A-CAR 13425 EASTPOINT CENTRE DR, SUITE 124 ANCHORAGE KY 40223	DEAN HOWAY 502-458-3100 dean.a.howay@chi.com

COMMODITY /SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Truck Rental Services

Extended Description:

This contract provides for the rental of 15'-26' stake bed, parcel and box trucks, various and 1 ton heavy duty pick-up trucks; and cargo vans (Larger than 2,500 lbs. payload), includes various and 1 ton heavy-duty pick-up trucks and cargo vans larger than 2,500 lbs. payload.

Free mileage is not included for all other Truck Classifications and are subject to the applicable per mile rate.

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**NASPO ValuePoint
Participating Addendum**



**NASPO
ValuePoint**

**TRUCK RENTAL SERVICES
Led by the State of Connecticut
Master Agreement #: 16PSX0094**

**Contractor: The Subsidiaries of Enterprise Holdings, Inc.
Participating Entity: Commonwealth of Kentucky**

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the Truck Rental Services led by the State of Connecticut for use by state agencies and other entities located in the Commonwealth of Kentucky authorized by that State's statutes to utilize the Commonwealth of Kentucky contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** Per KRS 45A.050(3), any political subdivision, including cities of all classes, counties, school districts, or special districts, may participate in this Participating Addendum to the same extent as the Commonwealth in accordance with the terms and conditions of this Participating Addendum. Issues of interpretation and eligibility for participation by such political subdivisions are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	
Name:	Craig Lacko
Telephone:	415-290-1369
Email:	Craig.Lacko2@ehi.com

Participating Entity	
Name:	Commonwealth of Kentucky – Office of Procurement Services
Address:	702 Capital Avenue, Room 096, Frankfort, Kentucky 40601
Telephone:	502-564-4510
Fax:	502-564-6013
Email:	Amy.Monroe@ky.gov

4. **Participating Entity Modifications Or Additions To The Master Agreement**
These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

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No changes to the terms and conditions of the Master Agreement are required.
 The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax in prices on invoices or quotations.

4.2 Causes and Termination

Either party may terminate this contract without cause after thirty (30) days' written notice, or for cause at any time; provided, however, that any such termination shall not have any effect on payment for vehicle rentals that were entered into prior to such termination.

4.3 Conflict of Interest

The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky, by the performance of this agreement.

4.4 Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

4.5 Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the services rendered. Payments will be made within thirty (30) working days after receipt of a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

4.6 Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Agreement shall be brought in state or federal court in Franklin County, Kentucky in accordance with KRS 45A.245.

4.7 Access to Records

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

4.8 Miscellaneous

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- 4.8.1 No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed to in writing and signed.
- 4.8.2 All notices or communications whatsoever shall be in writing and sent by First Class Mail to the parties as identified below.

4.9 Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing services provided to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all services, which are to become a part of this contract. This report must reference usage by brief description of the services or other format designated by the Office of Procurement Services.

4.10 No Fees for Processing Credit Card Payments

The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.

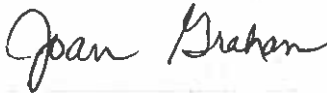
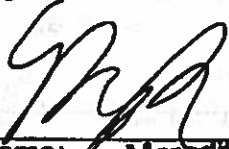
4.11 Consolidated Quarterly Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as part of the Contractor's prices for the services and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to the time and mileage revenue received by the Contractor for services hereunder. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to one percent (1%) of the time and mileage revenue under this PA for the period. Fees shall be paid 60 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Avenue, New Capitol Annex, Room 095, Frankfort, Kentucky 40601.

- 5. Subcontractors: All contactors, dealers, and resellers authorized in the Commonwealth of Kentucky, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 6. Orders: Any order placed by a Participating Entity or Purchasing Entity for services available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Commonwealth of Kentucky – Office of Procurement Services	Contractor: The Subsidiaries of Enterprise Holdings, Inc.
Signature: 	Signature: 
Name: Joan Graham	Name: Meredith Perkins
Title: Executive Director	Title: Authorized Officer
Date: 12/13/19	Date: 12/10/19

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation
and posting in appropriate data bases.]***

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CONTRACT SUMMARY BOX TRUCK RENTAL SERVICES

Liability for Rental Truck: Rates includes damage waiver (with \$0 customer retained responsibility) and supplemental liability insurance coverage with each truck rental transaction.

Locations: Pick Up and Return locations are include Branch Locations.

Online Booking: Participating States may book on-line at https://www.enterprisetricks.com/truckrental/en_US.html

Operating Expense: The only operating expense Purchasing Entity will be responsible for is fuel. All other maintenance and operating expenses (including insurance) are the responsibility of the Contractor.

Nationwide Roadside Assistance: is included at no additional charge unless service calls are related to lost keys, or other roadside assistance needs resulting from improper use of the vehicle, as described in subparagraph (q)(1) below, or other fault of the Driver. Roadside charges will vary based upon location and necessary type of service or repair.

Rates: 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 are not subject to blackout dates and do not require a minimum rental period.

Mileage: 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. Mileage is not included for all other Truck Classifications and are subject to the applicable per mile rate.

Convenience Options: Furniture pads and hand trucks are available at the rates listed.
Long Term Rental Discounts: Each Participating Entities and Purchasing Entities can negotiate Discounts for specific vehicles kept "long term," which means for a period of one (1) year or more.

Purchasing Entity and/or Driver Responsibilities:

1. Drivers: must be a licensed employee of a Purchasing Entity, 21 years of age and older.
2. Proper Use of Truck: Driver may not operate or use trucks in any manner listed in page 4, Section (q) 1. Of Exhibit A.
3. Refueling: Driver will return the truck with the same amount of fuel as when it was picked it up.
4. Inspection: For rentals of two (2) days or longer, the Participating Entities and Purchasing Entities shall communicate and require the following written instructions to Drivers:

*Contractor requires Drivers to perform daily visual inspections of headlights, running lights, brake lights, hub oil, where applicable, turn signals, and to check engine oil, windshield washer and diesel exhaust fluids, coolant, power steering and brake fluid levels; tire pressure and any damages to the rental vehicles. If the Driver identifies that any of these items are not functioning, fluid levels are low, tire pressure is not at the manufacturer's recommended pressure or any damages to the rental vehicle, the Driver

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will notify the applicable rental location, which shall provide instruction as to the handling of the applicable matter. If the vehicle's ABS light is illuminated, Driver shall not drive the vehicle and must contact the applicable rental location for further instruction. If, at any time, it is determined that the hub oil in the vehicle is below the minimum level, as indicated on the hubcap window, or Driver notices what appears to be a leak, Driver may not drive the vehicle and must have it towed to a repair shop designated by Contractor at the Contractor's expense. Participating Entities and Purchasing Entities are required to communicate these requirements to Drivers.

5. Maintenance: Upon three (3) days' prior notification from the Contractor, Purchasing Entity agrees to make themselves and each truck available for the purposes of inspection and/or maintenance every thirty (30) days.

