**RFB1119005046 – Attachment 7 – Special Terms and Conditions**

Bidder will read and agree to the following special terms and conditions for the resulting Contract. Any exceptions to the special terms and conditions must be noted and revised language provided in the bid. Bidder should not anticipate the negotiation of special terms and conditions in Attachment 7 during the contracting period other than the noted exceptions provided in its bid.

**Section 1 – Contract Special Terms and Conditions**

* 1. **TRAVELERS**

The Contractor shall also allow under the same terms and conditions of the Contract more than one Traveler to drive a rental vehicle including another Purchasing Entity employee traveling with the Traveler.

* 1. **RENTAL RECEIPTS**

Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel chargesand other charges that are not included in Attachment #5.

* 1. **RENTAL CONDITIONS**

This is a rental only Contract and nothing herein contained shall be construed as transferring to a Purchasing Entity any ownership right, title, or interest in or to any vehicle rented hereunder. Purchasing Entity is not granted hereby and shall not have any right or option hereunder to purchase any rental vehicle either during the term or on expiration of a rental contract. **THIS IS NOT A FINANCING AGREEMENT OR LEASE.**

* 1. **MAINTENANCE AND OPERATING EXPENSES**

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

* 1. **VEHICLE DOWNTIME**

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

* 1. **ASSIGNMENT**

Participant and Traveler will not assign a Contract or permit anyone other than a properly authorized and licensed Traveler to operate any rental vehicle.

* 1. **ACCIDENTS**

Participant shall require Traveler to promptly notify the Contractor of all accidents involving any rental vehicle Traveler 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 damaged, the place at which Contractor may examine the vehicle and such other information as may be known by Traveler, and promptly advise Contractor of all correspondence, papers, notices and documents delivered to Traveler in connection with any claim or demand involving or relating to any vehicle or its operation. Purchasing Entity and Traveler shall reasonably cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

* 1. **LIABILITY FOR RENTAL VEHICLE**

Contractor shall hold the State, Purchasing Entity and Traveler harmless from any physical damage, loss, vandalism, fire or theft of the rental vehicle provided rental vehicle was not used by the State, Purchasing Entity or Traveler in any manner listed in Section 3.1. The Contractor shall not charge the State, Purchasing Entity or Traveler any collision/loss damage waiver fee. On behalf of itself and its franchisees, Contractor specifically waives any right to submit any claim against the State, Purchasing Entity or Traveler 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 State, Purchasing Entity or Traveler in any manner listed in Section 3.1.13 Notwithstanding above, Travelers shall not smoke in Contractors vehicles, and Contractor may reasonably charge Purchasing Entity for any smoking damages caused by Traveler or Traveler’s passengers in the vehicle while in Traveler’s possession.

* 1. **LIABILITY INSURANCE FOR RENTAL VEHICLE**

Contractor shall provide supplemental liability insurance with each vehicle rental transaction at no additional cost to Purchasing Entity. This supplemental liability insurance shall extend third party liability protection to Purchasing Entity and Traveler 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.

* 1. **RESERVATIONS**

Contractor shall accept reservations made at least 24 hours in advance on local rentals and seven (7) calendar days in advance on one way rentals. Reservations may be made by Purchasing Entity or Traveler, contracted travel agencies or common carriers. Reservations shall guarantee vehicle availability including automatic, no-added -cost substitution. Reserved vehicle will be held for three (3) hours after the Traveler's estimated time of arrival prior to release. Whenever possible, the Purchasing Entity or Traveler will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating rental vehicle cancellation or delayed pickup, however, in no situation shall the State, Purchasing Entity or Traveler be liable for payment of "no shows". Travelers and Purchasing Entity will cancel reservations in the same manner they were made when possible.

* 1. **RESERVATION SYSTEMS/OPTIONS**

Contractor shall maintain an internet reservation system where Travelers can access the rates under the Contract. Contractor shall make available its rates under the Contract on all major Global Distribution Systems (GDS). Contactor shall maintain a toll free 24 hour per day reservation phone number where Contractor’s agents have access to the rates under the Contract. Contractor shall also accept reservations at branch locations via walk-in or local telephone number. Contractor personnel at all Contractor locations must have access to the rates and terms and conditions contained in the Contract.

* 1. **SHORT NOTICE RESERVATIONS**

Contractor shall not charge additional fees for short notice reservations.

* 1. **VEHICLE DEMAND**

Contractor shall meet 100% percent of Purchasing Entity or Traveler reservations when 24 hours’ notice is given. If a reserved vehicle is not available at the time of pickup by the Traveler, Contractor shall substitute a vehicle of similar or greater quality at no additional cost. Contractor shall note on the invoice that “a vehicle of same or greater quality was substituted at same or lower price.”

* 1. **VEHICLE PICKUP/RETURN**

Contractor will make all reasonable efforts to expedite the pickup and return of vehicles. At airport locations with counters, Contractor personnel will be available during terminal hours of operation to meet all incoming flights. For locations without airport counters, a courtesy phone or clearly identifiable sign indicating the telephone number to call for Contractors shuttle is required. Shuttle van service pickup is to be accomplished within 15 minutes of Traveler’s notification to Contractor. Vehicle pickup should routinely be accomplished within a total of 30 minutes from initial contact with the Contractor. Contractor may request Traveler to sign Contractor’s Standard Rental Form solely to document the delivery of the vehicle, to provide the time and place of return of the vehicle, the applicable Contract rates and the computation and method of payment of charges. Area maps will be provided free of charge upon request. Vehicle will be furnished with an initial full tank of gas. Contractor will also provide the Traveler with accident, repair, and vehicle return instructions and, upon return of the rental vehicle to off airport locations, transport Traveler to the airport terminal within 30 minutes of turn in. Contractor shall provide to Traveler a completed copy of the Standard Rental Form showing total charges to be billed for the rental.

* 1. **CONTRACT ADHERENCE**

Contractor shall ensure that at all Contractor locations Contract prices and terms and conditions are available and that there is 100 percent Contract adherence.

* 1. **HOURLY OVERTIME**

Contractor may charge hourly overtime at one third of daily rental rate up to a maximum of the daily rental rate

* 1. **ONE WAY RENTALS**

Contractor will charge the Attachment #5 base rate and other allowable charges identified in Section 3.2 for a one-way vehicle rental as if a round trip rental. Contractor shall not charge any drop fee or mileage charge for one way rentals of 500 miles or less. For one way rentals greater than 500 miles, Contractor may charge the lesser of Contractor’s established retail drop fee for the one way route or a mileage charge. The mileage charge for the one way rental will be the product of actual miles driven during the rental period times.

* 1. **INVESTIGATIVE ASSISTANCE**

The Contractor shall assist any investigative unit of Purchasing Entity concerning alleged wrongdoing or suspected fraud or abuse by its Travelers doing business with the Contractor. Reciprocal assistance from the Purchasing Entity with regard to investigations shall be provided to the Contractor.

* 1. **BRANCH LOCATIONS**

The branch locations or in-terminal counters will be in a permanent structure, well-lighted, clean, properly maintained and clearly identified as the vehicle rental Contractor with whom the reservation was made.

* 1. **VEHICLE REQUIREMENTS**
		1. Contractor shall maintain a sufficient number of vehicles on hand to meet the needs of Purchasing Entities with advance reservations
		2. **REQUIRED VEHICLE CONDITION**

Contractor shall only provide Purchasing Entities with rental vehicles three model years old or newer with fewer than 40,000 miles. Contractor certifies that odometer and original miles are the same and are accurate. At the time of rental, vehicles rented to Regents Universities will meet all State of Iowa DOT and Federal safety requirements and all safety recall modifications must have been completed.

* + 1. **MINIMUM EQUIPMENT REQUIRED**

Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags (if available from manufacturer) and all season radial tires. Contractor shall equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances.

* + 1. **VEHICLE FLUIDS AND PHYSICAL CONDITION UPON VEHICLE PICKUP**

At time of vehicle pickup, Contractor shall deliver to Traveler a vehicle with a full tank of gas; proper fluid levels; coolant protected to –20 degrees; and in clean condition (inside and out). All vehicles should be in a like-new condition with no body damage or mechanical problems.

* + 1. **VEHICLE REPAIRS**

The cost for any vehicle service or repairs, except those repairs attributed to the Purchasing Entity operating a vehicle in violation of the Contract or service or repairs attributable solely to the willful misconduct of the Purchasing Entity, will be the responsibility of Purchasing Entity. An 800 phone number (or a collect number, so no cost to the user) shall be provided to ensure emergency repairs are authorized or substitute vehicles provided in a timely manner when required. Purchasing Entity employees will not be responsible for pre-payment of emergency repairs. Contractor shall timely provide similarly sized substitute vehicles in the event of a breakdown, so Travelers can continue their trip and not have to wait for repairs. Contractor will provide a copy of their on the road emergency repair policy with associated phone numbers. The State reserves the right to validate operation of emergency phone numbers.

* + 1. **VEHICLE UPGRADES DUE TO UNAVAILABILITY**

If the vehicle size classification requested by the Purchasing Entity at the time of reservation is not available at the time of vehicle pickup, the Traveler will be so advised and offered an upgrade at no additional cost. The Contractor shall not leave the Traveler without a means of transportation nor force the Traveler to use out-of-pocket expenses to secure their own transportation.

* + 1. **ALTERNATE VEHICLES/EQUIPMENT**

Contractor shall not provide without the consent of the Purchasing Entity alternate size classifications (larger or smaller) other than the Vehicle classes identified in Section 3.1.19 of the RFB. At time of reservation, Purchasing Entity may expressly request rental vehicles from alternate size classes. All alternate size vehicles must be equipped with minimum standard equipment identified in Section 3.7.16.2 above. Alternate size classifications not identified by the State, but offered by the Contractor, will be considered as conditional use, regardless of location.

* + 1. **ALTERNATIVE FUEL VEHICLES**

Where available and on not less than seven (7) days advance request, Contractor shall provide a class of vehicles known as Alternative Fuel (E85, natural gas or hydrogen) or “hybrid” vehicles. Hybrid vehicles must have a federal MPG rating of at least 25 MPG.

* + 1. **NON-SMOKING VEHICLES**

All vehicles rented under the Contract shall be non-smoking, whereas previous renters did not smoke tobacco products inside the vehicle.

* + 1. **RENTAL VEHICLE UNALLOWED USE**

Purchasing Entity agrees the rental vehicle will not be used:

A. by a driver who is under the influence of alcohol or any prohibited drugs.

B. for any illegal purpose.

C. to push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement..

D. to carry passengers or property for hire.

E. in a test, race or contest.

F. by an unlicensed driver.

G. by a person other than an authorized Traveler with the minimum driver requirements.

H. off paved, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand. SUV’s, cargo vans and pick-up trucks shall be allowed, without Contractor’s prior written agreement, to operate off paved, graded or maintained roads and driveways or roads open for use by high-clearance vehicles (Maintenance Level 2 definition for roads in National Forests)

I. 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.

J. by a driver who is under 18 years of age

K. by a driver or occupant who is smoking.

* + 1. Purchasing Entity shall not use passenger vans with a capacity of 10 or more passengers to transport children in the twelfth (12th) grade or younger for school related functions.
		2. Purchasing Entity shall not operate or use passenger vans with a capacity of 10 or more passengers in the in the District of Columbia, the States of Florida, Iowa, Maine, Massachusetts, New York, and Rhode Island.
	1. **FULL FUEL TANKS**

Participant shall return a vehicle to the Contractor with a full tank of fuel. If Participant returns the vehicle to Contractor with less than a full tank of fuel, Contractor may invoice Participant for the missing fuel at the average retail cost of fuel for the market at the return location.

* 1. **ACCIDENT REPORTS**

Contractor shall timely submit a report documenting accidents involving vehicles rented to Purchasing Entities that are State entities. (“Accident Report”) Contractor shall collect and report data by State entity.

Contractor shall report for each accident involving a vehicle rented under the Contract:

* Traveler Name
* Participant Name
* Date of Rental
* Vehicle description
* Location of Rental
* Date of accident
* Location of accident
* Any police incident number and copy of any police report
* Any claims made against vehicle rented.
* Any action Contractor requests of the Purchasing Entity or Traveler
	1. **USE OF STANDARD RENTAL FORM**

In lieu of a State purchase order form, Contractor will use a Standard Rental Form to document transaction details for each vehicle rental. Operative provisions in the Standard Rental Form are limited to designation of Purchasing Entity and its Traveler; Services and products purchased under the terms of the Contract (including invoicing details such as license plate number, delivery date and time, odometer at time of delivery and time of return, return date and time, reservation number, and invoicing address). Purchasing Entity will execute the Standard Rental Form solely to affirm the transaction details and evidence the making of the Contract for a Vehicle rental. No language in the Standard Rental Form shall vary, amend, modify or add terms or conditions to the Contract. Contractor may use the Standard Rental Form to assist in maintaining the inventory of its vehicles. **Contractor acknowledges and agrees that all pre-printed terms and conditions located in or incorporated by reference into the Standard Rental Form including, but not limited to, any section regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability are not binding on the parties and have no force or effect and are null and void with regard to vehicles delivered pursuant to the terms of the Contract. The terms of the Contract take precedence over and supersede all other conflicting terms and conditions, express or implied.**

* 1. **ORDER OF PRECEDENCE**

In the event of any conflict or inconsistencies among Contract documents, the following order of precedence shall apply:

A. the terms and conditions of the Contract;

B. the pricing contained in the Contract;

C. the transaction details contained in the Standard Rental Form.

* 1. **QUICK START PROGRAM**

The Quick Start program is designed to bring a cost value for early morning departures. For example, absent of the Quick Start program, if a Traveler needed to leave at 6:00 AM on Tuesday morning and would be returning at 9:00 PM Tuesday evening, Contractor would deliver the vehicle during normal operating hours, a 6:00 PM Monday evening delivery return time of 9:00 PM, making the rental more than 24 hours and thus a 2 day rental. However, with the Quick Start program, Contractor will either deliver the vehicle or the Traveler can pick up the vehicle, as determined by the Purchasing Entity, anytime between 3:00-5:00 PM on Monday, and suspend charges until the next day, and therefore only one day of rental is charged.

* 1. **INVOICING AND PAYMENT OF ACCOUNT CHARGES**
		1. **PAYMENTS**

All payments under the Contract are subject to the provisions in Section 3.7.20. Purchasing Entity’s payment obligation begins the day of delivery and acceptance of the rental vehicle and ends on the last day of the rental period or at the end of the day the vehicle is returned to the Contractor, whichever is later.

* + 1. **METHODS OF PAYMENT**

As payment for Services provided to State, State Agencies, Contractor shall accept credit card payments and shall bill Purchasing Entity directly for Services not paid by credit card. Purchasing Entities will choose whether to establish direct billing.

* + - 1. **STATE AUTHORIZED CORPORATE CARD PROGRAM**

Contractor shall accept the Purchasing Entity’s sponsored travel charge card for payment of rental charges. Frequent Travelers identified as such by their agency director may be issued a Purchasing Entity’s sponsored travel charge card for business travel expenses.

* + - 1. **MAJOR CREDIT CARDS**

Contractor shall accept the four major credit cards, Visa, MasterCard, Discover, and American Express. Contractor shall not assess any additional fees or charges to Travelers or Purchasing Entities when accepting these cards for payment. Contractor shall only post charges on the cards at the conclusion of the rental period. Any pre-charging of cardswith estimated rental charges or changing the form of payment is strictly prohibited.

* + 1. **CENTRALIZED CONSOLIDATED MONTHLY BILLING**
			1. **ACCOUNTS**

Contractor shall establish a procedure by which Participant may open an account for the purpose of direct billing for Services purchased under this Price Agreement. Contractor shall keep any billing account opened under this Price Agreement separate from any other account maintained by Contractor for the Participant. Contractor agrees to look only to the Participant for payment of account charges.

* + - 1. **INVOICES**

For Participants with direct billing, Contractor shall provide invoices to each billing address indicated by the Participant during the account set up process. Contractor shall invoice Participant for Services at the rates specified in Exhibit E. Contractor shall invoice not more frequently than monthly. Contractor shall invoice Participant for Services within 5 days of month end. The invoice shall include all transactions and adjustments completed during the billing cycle. 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

Contractor shall provide electronic invoicing at the Purchasing Entity's request. Electronic invoices will be considered received at the time the Purchasing Entity retrieves their invoice or a Purchasing Entity's computer invokes a preset transmittal request (auto/dial feature) in its electronic mailbox or 24- hours after the Contractor submits the invoice to the electronic mailbox, whichever is earlier.

* + - 1. **CHANGES TO ACCOUNT**

Contractor shall send a written request to the Participant’s Authorized Officer regarding any proposed changes to the Participant’s account. Participant shall reply in writing approving or rejecting the account modification.

* + - 1. **PAYMENT OPTIONS**

Purchasing Entities with direct billing shall have the option of payment by check, warrant, credit card or Electronic Funds Transfer (EFT). Purchasing Entity shall submit payments to the Contractor at the address shown on the invoice.

**Section 2 - Regents Universities Terms and Conditions**

This section contains the terms and conditions for the State of Iowa Board of Regents Universities (hereinafter referred to as “Regents Universities” or “University”).

The State of Iowa Board of Regents Universities consists of Iowa State University of Science and Technology in Ames, Iowa, the State University of Iowa in Iowa City, Iowa, and the University of Northern Iowa, in Cedar Falls, Iowa. The Iowa Braille and Sight Saving School in Vinton, Iowa and the Iowa School for the Deaf in Council Bluffs, Iowa may also access and use this Agreement with the same terms, provisions, insurance coverage, obligations, and pricing to apply. Hereafter all five entities are collectively referred to herein and individually considered to be Regents Universities.

* 1. **Regents Universities Contract Administrator**

Jodi Essex

Iowa State University

Purchasing Agent

3616 Administrative Services Bldg. Ames, lA 50011-3616

Office: 515-294-5641

Fax: 515-294-9606 jodir@iastate.edu

* 1. Along with providing overflow car rentals when Regents Universities are unable to accommodate a rental request with their own fleets, Contractor is also to provide One-Way Airport rentals to and from local airports for Regents Universities’ business trips.
	2. **Inquiries**

Upon an inquiry by University staff, if Contractor does not have a vehicle to rent that meets these requirements, its representative must report back to the requesting University in a timely manner, that a suitable vehicle, as defined by the Contract, is not available. Failure to provide vehicles on a regular basis shall be cause for termination by the Regents Universities without penalty. Termination of Contractor services by the Regents Universities would not mean termination of the State of Iowa Master Agreement which is managed by the Iowa Department of Administrative Services – Central Procurement Bureau.

* 1. **Vehicle Delivery/Pick Up**

Contractor will deliver overflow vehicle rentals to the Universities respective Fleet Operation Centers (listed below) and pick up vehicles within two (2) hours of notification for return to the Contractor location. This service will be provided free of charge. In some cases a University may ask that vehicles reside at the Fleet Operations location for negotiated periods of time. One-way airport rentals will be picked up at the local Contractor location and dropped off at the airport or vice versa.

Iowa State University University of Iowa University of Northern Iowa

Transportation Services Fleet Services Motor Pool/Transportation

Haber Road 155 W. Harrison 1801 W. 31st Street

Ames, lA 50011 Iowa City, IA 52242 Cedar Falls, IA 50614

* 1. **Response Time**

Contractor shall fulfill all requests if given 24 hours’ notice. Contractor may provide a list in advance to the Regents Fleet Management contacts (listed below in Section 2.4) of any known dates where specific vehicle classes will not be available.

* 1. **Rental Agreements**

Rental agreements will be in the name of the requesting University when billed through the University Fleet operations. Contractor will provide rental agreement forms that have already been filled out based on the University's Contract ID and reservation information. University renters must only verify the information and sign the documents. When signing the documents, Contractor agrees that regardless of whether an individual properly completes the optional products information, as it pertains to the damage waiver and supplemental liability protection, that the damage waiver and supplemental liability protections will be provided by Contractor when renting under the Contract.

* 1. **Eligible Renters**

Eligible Renters, authorized drivers and passengers (collectively referred to as "Eligible Renters") for all rentals will include:

• Faculty, staff and Regents university employees

• State employees traveling with Regents Universities employees

• Students

• Graduate students

• Visiting scholars

• Authorized consultants, contractors or volunteers

• Interviewees

• Retirees

• Speakers

• Non-state agency personnel when traveling with Regents University personnel

• County & municipal employees when traveling with Regents University personnel

• Visitors and guests to university or affiliated events

• Spouse and children, (living in the same household) of faculty, staff, or retiree. This includes spouse, regardless of whether he/she has the same last name, common law spouse and same gender domestic partners

The University may be required to verify the status of any person claiming to be an Eligible Renter or Additional Authorized Driver, as defined herein, in the event that person has or causes an accident. If the University does not verify the status of the person in question, the applicable Affiliate will not provide any of the Driver Protection Products afforded to Eligible Renters or Additional Authorized Drivers hereunder to that person unless required by applicable law.

* 1. **Minimum Rental Age**

Minimum rental age is 21years or older. Renters over the age of 21 will not incur any additional surcharges. Enterprise will accommodate underage renters (renters between the ages of 18-20) as long as the rental originates in Iowa. Renters (including Underage renters) must meet Enterprise's standard renter requirements, be an eligible driver covered under the University's corporate contract, and use the corporate Contract ID and applicable rate when the reservation is booked. Underage rentals will not incur the standard 18- to 20-year-old renter fee. Unless applicable law requires otherwise, the Vehicle may NOT be driven by anyone except any Additional Authorized Driver or the Eligible Renter. An "Additional Authorized Driver" is an individual who (i) is a capable and validly licensed driver, (ii) is at least 21years of age (except as noted above, (iii) has the Eligible Renter's prior permission to drive the Vehicle, and (iv) is either an Eligible Renter as defined in 2.7 or an immediate family member, employer, or fellow employee of the Eligible Renter who drives the rental vehicle for business purposes. The University will not allow use of the rental vehicle by any driver in violation of the requirements set forth above.

* 1. **Mileage/Locations**

All rentals (with the exception of Commercial Trucks) will include unlimited daily and weekly mileage, with a monthly cap of 3,000 miles. Over-mileage is charged at $0.20/mile. Rates include Supplemental Liability Protection and Damage Waiver coverage. No Vehicle Recovery Fee or any other fee associated with dropping a vehicle at a different location that it was originally rented will apply to any rentals for the Universities.

There are no restrictions on where the vehicles may be driven in the Continental United States. Rentals originating in the United States shall not be driven to Mexico or Canada unless otherwise agreed to by the applicable Affiliate. Rentals originating in Canada shall not be driven into the United States unless otherwise agreed to by the applicable Affiliate.

* 1. **Taxes/Service/Miscellaneous Fees**

At specific locations known as Fixed Base Operators in airport facilities and as defined in the Agreement, state or local governments may impose additional taxes, airport fees, or other surcharges upon automotive rentals, which may be passed along with the contracted rates. At the time of reservation, Contractor will quote all fees up front in addition to the rental rates.

Excessive conditions (such as pet hair, fluids, smoking, etc.) might warrant professional cleaning or deodorizing services. In these situations local operations will pass the cost of the cleaning service to the renter at a rate of $75.

Re-fueling rate is 10% above the average pump price for that particular city or area for vehicles returned with less than a full tank.

Other optional equipment, such as snow tires, child seats, and ski racks have associated charges that can be determined at the time of reservation.

* 1. **Damage Waiver/Liability Coverage**

All rentals include a Damage Waiver (DW} with zero (0) dollars deductible that will protect Regents Universities from financial responsibility for loss or damage to the rental vehicle. Damage Waiver relieves the renter of financial responsibility for such loss or damage, as well as additional charges levied by rental companies such as fees for the vehicle's loss of use or claims processing expenses. Damage Waiver will be null and void if the vehicle was used in a manner prohibited by the rental agreement (see). For clarification, the business use of vehicles rented under the Contract as fleet overflow vehicles does not constitute use as a vehicle for hire as stated in Paragraph 16.a(8} or the corresponding paragraph in Contractor's rental agreement. In addition, business use of vehicles on maintained graded gravel roads does not constitute use on an unpaved road as stated in Contractor's rental agreement.

All rentals automatically include liability protection that provides primary insurance coverage of One Hundred Thousand Dollars ($100,000) per person and Three Hundred Thousand Dollars ($300,000} per incident with an added Fifty Thousand Dollars ($50,000) of property coverage. Such coverage shall protect Regents Universities from financial responsibility for third party accident claims, including bodily injury, death and property damage resulting from the use of vehicles rented under this Agreement. In addition, for an extra fee, Regents Universities may purchase Supplemental Liability Protection (SLP} that provides an additional One Million Dollars ($1,000,000) Combined Single Limit per accident liability insurance coverage, protecting Regents Universities from financial responsibility for third party accident claims including bodily injury, death and property damage resulting from the use of vehicles rented under the Contract. When operated consistent with the terms of the Standard Rental Agreement, Contractor and any of its insurance carriers agree to a waiver of subrogation in favor of the Regents Universities and their Eligible Renters and AAD's of vehicles.

* 1. **Roadside Assistance**

All rentals will be provided with 24-hour roadside assistance. Instructions for contacting the roadside assistance line and the on-the-road emergency repair policy are included in the Standard Rental Agreement. Emergency road service is available to assist renters when they lose their keys, get flat tires, are involved in accidents, or experience mechanical failure.

In the event that trip interruption requires overnight accommodations, Contractor's Contact Center

agents will arrange lodging, meals and/or alternate transportation if necessary.

* 1. **Booking/Invoicing Procedures**

**2.13.1 University Fleet Operations Contacts/Authorizations**

All fleet overflow rentals must receive specific approvals and will be billed through each Universities Fleet Operations/Transportation Services department.

For Iowa State University Transportation Service, rentals will be approved by Kathy Wellik, Manager, or her designated representative at 515-294-1657.

For the University of Iowa rentals will be approved by Mike Wilson, Manager, or his designated representative at 319-335-5088

For the University of Northern Iowa rentals will be approved by Dennis Nieman, Manager, or his designated representative at 319-273-2969

For the Iowa Braille and Sight Saving School rentals will be approved by Don Boddicker, Director of Business Operations, or his designated representative at 319-310-8962 extension

1102.

For the Iowa School for the Deaf rentals will be approved by Scott Mauch, Director of

Facilities, or his designated representative at 712-366-3212.

**2.13.2 Booking Process**

Rentals will be booked through each University's Fleet Operations/Transportation Services department through a dedicated reservation e-link. Taxes are to be removed from all reservations that were booked through the dedicated e-link or that were booked with the proper University Contract ID number.

**2.13.3 Invoicing**

When direct invoicing may be required, all invoices must be mailed to the appropriate Regents University:

**For Iowa State University:**

Transportation Services Haber Road

Ames, lA 50011-3111

**For the University of Iowa:**

Purchasing Department

202 PCO

Iowa City, Iowa 52242

**For The University of Northern Iowa:**

Purchasing Department/Office of Business Operations

256 Gilchrist Hall

Cedar Falls, lA 50614-0016

**For Iowa Braille and Sight Saving School:**

Business Office

1002 G Avenue

Vinton, lA 52349

**For Iowa School for the Deaf:**

Business Office

3501 Harry Langdon Blvd.

Council Bluffs, lA 51503

**2.14 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.**), as amended- For any contract or subcontract in excess of $100,000 Company shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act {42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act as amended {33 U.S.C. 1251 et seq.), Section 508 of the Clean Water Act {33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**2.15** **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Companies who apply or bid for a federal grant or contract award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**2.16** **Debarment and Suspension (E.O.s 12549 and 12689)** - Parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension" are not eligible to work under this Agreement or Contract for any federally funded acquisition. Company shall immediately notify ISU if it is placed on this list. Company shall not use a subcontractor that appears on this list. For any contract in excess of $100,000 Company shall provide the required certification regarding its exclusion status and that of its principal employees and any subcontractors used to fulfill this contract.

**2.17 Signature on File**

As part of any fleet overflow or one-way airport rental transaction for which Enterprise delivers possession of a rental vehicle to an employee, agent ("Employee") or other authorized individual of the Regents Universities other than an Employee intended as driver of the vehicle, the transaction will be subject to the following terms and procedures supplemental to those provided in the standard rental contract:

(a) The applicable University's name will appear as "renter" on the standard rental contract, and that University will be responsible for the payment of all charges incurred and for compliance with all terms and conditions of the standard rental contract;

(b) The notation "Signature on File" will substitute for the signature or Initials of the Employee or other authorized individual intended as driver of the vehicle in each applicable part of the standard rental contract;

(c) The applicable University will be responsible for authorizing the Employee or other authorized individual intended as driver of the vehicle to accept possession of the rental vehicle, and for obtaining a written receipt from such Employee or other authorized individual confirming delivery of possession of the rental vehicle.

(d) The University will only permit use of the vehicle for university business and will not allow use of the rental vehicle by anyone without a valid driver's license.

(e) in the United States, should the rental originate in California, Customer will be responsible for ensuring compliance with California Vehicle Code Sections 14604-14609 and in Canada or the United States, in any other state's or province's comparable law by assuming Contractor’s responsibility to compare the signature of the Eligible Renter to whom the vehicle is to be rented to the signature of such Eligible Renter on his or her driver's license;

(f) if the rental vehicle is a passenger van with seating for over 10 occupants, the University will be responsible for distributing to all Eligible Renter drivers copies of the Large Van Addendum to the Rental Contract, which shall be supplied by Contractor

**2.18 Vehicle Operation**

All vehicles rented under this agreement will be allowed to travel in all of the 48 Continental United States. Renter is not obligated to specifically disclose to which states they will be traveling to in order to be covered by the terms and conditions of this contract.

**2.19 Gravel Roads**

All vehicles rented under this agreement will be allowed to travel on graded gravel roads. Driving a vehicle on graded gravel roads will not invalidate Damage Waiver.