

Iowa Department of Administrative Services

Contracts Declaration & Execution Page

Title of Contract: Vehicle Rental Services		Bid Number RFB1119005046	Contract Number MA19145
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services			
Contractor's Name: Enterprise Holdings Inc. d/b/a Enterprise Rent-A-Car and National Car Rental			
Contract to Begin: December 1, 2018	Date of Expiration: November 30, 2020	Annual Extensions: Two 2-Year Renewal Periods	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:			
Section 1 – Terms & Conditions		Page 2	
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

Contractor: Enterprise Holdings Inc. d/b/a Enterprise Rent-A-Car and National Car Rental	
By (Authorized Signature)	Date Signed 1-8-19
Printed Name and Title of Person Signing Brian Sohalski, Vice President and General Manager	
Address 4509 N. Brady St., Davenport, IA 52806-4051	
State of Iowa: Department of Administrative Services – Central Procurement	
By (Authorized Signature)	Date Signed 1-18-19
Printed Name and Title of Person Signing Nancy Wheelock, Purchasing Agent	
Address 1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50321	

SECTION 1

Terms & Conditions

1.1 Definitions

The following words shall be defined as set forth below:

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews and other activities that are performed by or on behalf of Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Bid” means the Contractor’s bid submitted in response to the RFB.

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the signed Contract Declarations & Execution Page(s), the Special Terms, these General Terms for Services Contracts, any Special Contract Attachments, and all other attachments to the Contract Declarations & Execution Page(s).

“Contract Declarations & Execution Page(s)” means the document that contains basic information about the Contract and incorporates by reference these General Terms for Services Contracts, the Special Terms, and all other attachments to the Contract Declarations and Executions Page(s).

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and

materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Lead Agency” means the agency facilitating the procurement and establishing the Contract.

“Participating Agency” means the agency utilizing the established contract.

“Purchasing Entity” means any state of Iowa agency, department, and division including the Iowa Department of Transportation and Regents Universities and also other governmental entities within the state of Iowa that chooses to purchase products and services under the terms of the resulting Contract for this RFB.

“RFB” means the Request for Bids (and any Addenda thereto) identified on the Contracts Declarations and Execution Page(s) that was issued to solicit the Deliverables that are subject to the Contract.

“Special Contract Attachments” means any attachment to this Contract indicated on the Contract Declarations & Execution Page(s).

“Special Terms” means the Contract sections entitled “Special Terms” and “Regents Universities Special Terms” which contain terms specific to this Contract, including but not limited to the Service Specifications, contract payment terms, and any amendments to these General Terms and Conditions for Services Contracts. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the RFB, and the Bid. Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

“Traveler” means the person authorized by the purchasing entity to operate vehicles rented under the Contract.

1.2 Availability of Contract to Other Entities

All other agencies of the State of Iowa, all political subdivisions of the State of Iowa, and nonprofit entities that qualify under I.R.S. § 501 (c) provisions may make purchases pursuant to the Contract as permitted by the Competitive Bidding Document.

1.3 Duration of Contract

The term of the Contract shall begin and end on the dates specified on the Contract Declarations & Execution Page(s), unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, exercise any applicable

extension by giving the Contractor written notice of the extension decision at least sixty (60) days prior to the expiration of the initial term or renewal term.

1.4 Service Specifications

The Contractor shall provide Deliverables that comply with and conform to the Specifications.

1.5 Compensation

1.5.1 Pricing

The Contractor will be compensated in accordance with the payment terms outlined in the Contract Payment Terms and Service Specifications described in the Special Terms sections.

The Contractor shall submit, on the frequency established on the Contract Declarations & Execution Page(s) an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

1.5.2 Reimbursement Expenses

The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services - State Accounting Enterprise Procedure 210-245 (accessible on the internet) for limits on travel expenses.

1.5.3 Withholding Payments

In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to Contractor, in whole or in part, without penalty to the Agency or work stoppage by Contractor, in the event the Agency determines that:

1.5.3.1 Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or

1.5.3.2 Any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency.

No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

1.5.4 Setoff Against Sums Owed by the Contractor

In the event that Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, set off any such sum against:

1.5.4.1 Any sum invoiced by, or owed to, Contractor under this Contract, or

1.5.4.2 Any sum or amount owed by the State to Contractor, unless otherwise required by law.

The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

1.6 Termination

1.6.1 Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

1.6.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

1.6.1.2 The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;

1.6.1.3 The Contractor fails to comply with confidentiality laws or provisions;

1.6.1.4 The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

1.6.2 Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

1.6.2.1 Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFB or the Bid that is false, deceptive, or materially incorrect or incomplete;

- 1.6.2.2** Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- 1.6.2.3** Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- 1.6.2.4** Contractor terminates or suspends its business;
- 1.6.2.5** Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
- 1.6.2.6** Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- 1.6.2.7** The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- 1.6.2.8** Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- 1.6.2.9** Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
- 1.6.2.10** Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
 - 1.6.2.10.1** Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or

consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

1.6.2.10.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

1.6.2.10.3 Making an assignment for the benefit of creditors;

1.6.2.10.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or

1.6.2.10.5 Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

1.6.3 Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

1.6.4 Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

1.6.4.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

1.6.4.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

- 1.6.4.3** If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- 1.6.4.4** If the Agency's duties, programs or responsibilities are modified or materially altered; or
- 1.6.4.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

1.6.5 Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 1.6.2), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section 1.6.5 in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- 1.6.5.1** The payment of unemployment compensation to Contractor's employees;
- 1.6.5.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 1.6.5.3** Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 1.6.5.4** Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- 1.6.5.5** Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

1.6.6 Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Contractor shall:

- 1.6.6.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- 1.6.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
- 1.6.6.3** Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- 1.6.6.4** Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
- 1.6.6.5** Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

1.6.7 Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

1.7 Confidential Information

1.7.1 Access to Confidential Information

The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Agency to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency. The Contractor shall provide to the Agency a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract.

The private or confidential information shall remain the property of the Agency at all times.

1.7.2 No Dissemination of Confidential information

No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. Any data supplied by the Agency to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Agency. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

1.7.3 Subpoena

In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the confidential information.

1.7.4 Reporting of Unauthorized Disclosure

The Contractor shall immediately report to the Agency any unauthorized disclosure of confidential information.

1.7.5 If Contractor requests confidential treatment with respect to any information or material contained within its Bid and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in the proceeding or otherwise obtain an order restraining the release of such material from a court of competent jurisdiction. Agency may release the information or material with or without advance notice to Contractor if no judicial or administrative proceeding is initiated and Agency determines the information or material is not confidential under Iowa or other applicable law, or if Contractor failed to properly request confidential treatment under the RFB, or if Contractor rescinds its request for confidential treatment.

1.7.6 Survives Termination

The Contractor's obligations under this section shall survive termination or expiration of this Contract.

1.8 Indemnification

1.8.1 By the Contractor

The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's

Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

- 1.8.1.1** Any breach of this Contract;
- 1.8.1.2** Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
- 1.8.1.3** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
- 1.8.1.4** Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;
- 1.8.1.5** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

1.8.2 Survives Termination

Contractor's duties and obligations under this section shall survive the termination of this Contract and shall apply to all acts or omissions taken or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party.

1.9 Insurance

1.9.1 Insurance Requirements

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

1.9.2 Types and Amounts of Insurance Required

Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

1.9.3 Certificates of Coverage

Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract and any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

1.9.4 Waiver of Subrogation Rights

The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

1.10 Project Management & Reporting

1.10.1 Project Manager

At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a

substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the Deliverables being provided under this Contract.

1.10.2 Review Meetings

During the review meetings the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

1.10.3 Reports

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

1.10.3.1 Any event not within the control of the Contractor or the Agency that accounts for the problem;

1.10.3.2 Modifications to the Contract agreed to by the parties in order to remedy or solve the identified problem;

1.10.3.3 Damages incurred as a result of any party's failure to perform its obligations under this Contract; and

1.10.3.4 Any request or demand by one party that another party believes is not included within the terms of this Contract.

1.10.4 Problem Reporting Omissions

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy under this Contract or at law or equity that the Agency may have. The Agency's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance or damages under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall be considered a valid notice under this Contract provided the parties required to receive notice are notified.

1.10.5 Change Order Procedure

The Agency may at any time request a modification to the Service Specifications using a change order. The following procedures for a change order shall be followed:

1.10.5.1 Written Request: The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Service Specifications.

1.10.5.2 The Contractor's Response: The Contractor shall submit to the Agency a firm cost proposal for the requested change order within five (5) business days of receiving the change order request.

1.10.5.3 Acceptance of the Contractor Estimate: If the Agency accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor response. The Contractor's provision of the modified deliverables shall be governed by the terms and conditions of this Contract.

1.10.5.4 Adjustment to Compensation: The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

1.11 Legislative Changes

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

1.12 Intellectual Property

1.12.1 Ownership and Assignment of Other Deliverables

Contractor agrees that the State and Agency shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by Agency, upon completion or termination of this Contract, Contractor will immediately turn over to Agency all Deliverables not previously delivered to Agency, and no copies thereof shall be retained by Contractor.

or its employees, agents, subcontractors or affiliates, without the prior written consent of Agency.

1.12.2 Waiver

To the extent any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

1.12.3 Further Assurances

At the Agency's request, Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in this Contract.

1.13 Warranties

1.13.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

1.13.2 Contractor represents and warrants that: (1) all Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party; (2) Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and (3) the Agency shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

1.13.3 Contractor represents and warrants that: (1) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (2) the Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright,

patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at the Agency's request and at the Contractor's sole expense: (1) procure for the Agency the right or license to continue to use the Deliverable at issue; (2) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (3) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (4) accept the return of the Deliverable at issue and refund to the Agency all fees, charges and any other amounts paid by the Agency with respect to such Deliverable. In addition, Contractor agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Contractor in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

1.13.4 Contractor represents and warrants that the Deliverables (in whole and in part) shall: (1) be free from material Deficiencies; and (2) meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Terms. During the Warranty Period Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five business days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to the Agency's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal or equitable remedies. Contractor shall be available at all reasonable times to assist the Agency with questions, problems and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverable may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

1.13.5 Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in

accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Agency notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse the Agency any fees or compensation paid to Contractor for the unsatisfactory services.

1.13.6 Contractor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board, the Iowa Department of Administrative Services, and Iowa Office of the Chief Information Officer.

1.13.7 Obligations Owed to Third Parties

The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

1.14 Acceptance Testing

Except as otherwise specified in the Service Specifications, all Deliverables shall be subject to the Agency's Acceptance Testing and Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by Contractor with respect to any Deliverable, Contractor shall deliver a written notice to the Agency certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Tests; provided, however, that Contractor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time after the Agency has completed its Acceptance Testing, the Agency shall provide Contractor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Agency determines that a Deliverable satisfies its Acceptance Tests, the Agency shall provide Contractor with notice of Acceptance with respect to such Deliverable. If the Agency determines that a Deliverable fails to satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Non-acceptance with respect to such Deliverable. In the event the Agency provides notice of Non-acceptance to Contractor with respect to any Deliverable, Contractor shall correct and repair such Deliverable and submit it to the Agency within ten (10) days of Contractor's receipt of notice of Non-acceptance so that the Agency may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Contractor has attempted to correct or repair pursuant to this section, that such Deliverable fails to satisfy its

Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to:

- 1.14.1** Require Contractor to correct and repair such Deliverable within such period of time as the Agency may specify in a written notice to Contractor;
- 1.14.2** Refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);
- 1.14.3** Accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or
- 1.14.4** Terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 1.6.1 of this Contract, the Agency may terminate this Contract pursuant to this section without providing Contractor with any notice or opportunity to cure provided for in Section 1.6.1. The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided Contractor with written notice of Final Acceptance. If the Agency determines that all Deliverables satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Final Acceptance with respect to such Deliverables. Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

1.15 Contract Administration

1.15.1 Independent Contractor

The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

1.15.2 Incorporation of Documents

To the extent this Contract arises out of an RFB, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the RFB and the Bid. The RFB and the Bid are incorporated into the Contract by reference, except that no objection or amendment by the Contractor to the provisions of the RFB shall be incorporated by reference into the Contract unless the Agency has explicitly accepted

the Contractor's objection or amendment in writing. If there is a conflict between the Contract, the RFB and the Bid, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFB; (3) the Bid.

1.15.3 Intent of References to Bid Documents

The references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the RFB and the Bid. The failure of the parties to make reference to the terms of the RFB or the Bid in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFB and the Contractor's Bid. The contractual obligations of the Agency cannot be implied from the Bid.

1.15.4 Compliance with the Law; Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 1.15.11, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes,

the Deliverables developed under this Contract and the copyright in and to such Deliverables.

1.15.5 Procurement

Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

1.15.6 Non-Exclusive Rights

This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Service Specifications during the term of this Contract.

1.15.7 Non-Supplanting Requirement

To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

1.15.8 Compliance with Iowa Code chapter 8F

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

1.15.9 Amendments

This Contract may be amended in writing from time to time by mutual consent of the parties. Amendments to the General Terms for Services Contracts may appear in the Special Terms.

1.15.10 Third Party Beneficiaries

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

1.15.11 Use of Third Parties

The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

1.15.12 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

1.15.13 Assignment and Delegation

Contractor may not assign, transfer or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

1.15.14 Integration

This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

1.15.15 Headings or Captions

The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

1.15.16 Not a Joint Venture

Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

1.15.17 Joint and Several Liability

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

1.15.18 Supersedes Former Contracts or Agreements

This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

1.15.19 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

1.15.20 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

1.15.20.1 At the time it is actually received; or,

1.15.20.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

1.15.20.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

1.15.21 Cumulative Rights

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

1.15.22 Severability

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

1.15.23 Time is of the Essence

Time is of the essence with respect to the Contractor's performance of the terms of this Contract. Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

1.15.24 Authorization

Contractor represents and warrants that:

1.15.24.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

1.15.24.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

1.15.25 Successors in Interest

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

1.15.26 Records Retention and Access

The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

1.15.26.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

1.15.26.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

1.15.26.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

1.15.26.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.

1.15.26.5 The Contractor shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are non-medical, must be maintained for a period of five (5) years.

1.15.27 Audits or Examination of Records

1.15.27.1 Contractors that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after Contractor's receipt of the auditor's report(s), or nine months after the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty (30) days after Contractor's receipt thereof, if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.

1.15.27.2 If a Contractor is independently audited but is not required to submit the audit report per the criteria in subsection 1.15.27.1 above, the Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Within fifteen (15) days following Agency's request, the Contractor shall also submit one (1) copy of the final audit report to the Agency.

1.15.27.3 The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in

writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing non-material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

1.15.27.4 The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

1.15.28 Qualifications of Staff

The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.

1.15.29 Solicitation

The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

1.15.30 Obligations Beyond Contract Term

This Contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the termination or expiration of this Contract.

1.15.31 Counterparts

The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

1.15.32 Delays or Impossibility of Performance

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of

the Contract unless the subcontractor or supplier is prevented from timely performance by a “force majeure” as defined in this Contract. If a “force majeure” delays or prevents the Contractor’s performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency. The party seeking to exercise this provision and not perform or delay performance pursuant to a “force majeure” shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the service specifications not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

1.15.33 Suspensions and Debarment

The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or State Agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

1.15.34 Conflict of Interest

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Agency.

1.15.35 Certification Regarding Sales and Use Tax

By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(47) & (48). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

1.15.36 Right to Address the Board of Directors or Other Managing Entity

The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. The Agency determines appropriateness.

1.15.37 Repayment Obligation

In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

1.15.38 Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

1.15.39 Reporting Requirements

If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

1.15.40 Immunity from Liability

Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

1.15.41 Public Records

The laws of the State require procurement records to be made public unless otherwise provided by law.

1.15.42 Use of Name or Intellectual Property

Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

1.15.43 Taxes

The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.

1.15.44 No Minimums Guaranteed

The contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

SECTION 2

Special Terms

2.1 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.

2.2 Rental Receipts

Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the rates in Section 5 of this Contract.

2.3 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.**

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 Damage Waiver for Business Rentals

All rentals include a Damage Waiver (DW) with zero (0) dollars deductible that will protect the State, Purchasing Entities and Traveler from financial responsibility for loss or damage to the 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 2.20.10. 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 and 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 2.20.10. The damage waiver will not apply to personal / leisure vehicle rentals by state employees.

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.

2.9 Primary Liability Coverage for Business Rentals

All rentals automatically include primary liability coverage 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 the State and Purchasing Entities from financial responsibility for third party accident claims, including bodily injury, death and property damage resulting from the use of vehicles rented under this Contract. This primary liability coverage will not apply to personal / leisure vehicle rentals by state employees.

2.10 Supplemental Liability Insurance for Business Rentals

Contractor shall provide supplemental liability insurance with each business vehicle rental transaction at no additional cost to the State and Purchasing Entities. This supplemental liability insurance shall extend third party liability protection to the State, Purchasing Entities and Traveler in a combined single limit amount per occurrence of not less than One Million Dollars (\$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 supplemental liability insurance will not apply to personal / leisure vehicle rentals by state employees.

2.11 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.

2.12 Reservations 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). Contractor 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.

2.13 Short Notice Reservations

Contractor shall not charge additional fees for short notice reservations.

2.14 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."

2.15 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 Contractor's 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.

2.16 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.

2.17 Hourly Overtime

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

2.18 One Way Rentals

Contractor will charge the base rate shown in Section 5 of this Contract and other allowable charges identified in Section 4.3 for a one-way vehicle rental as if a round trip rental. Contractor shall not charge any drop fee for one way rentals generated in and returned within the state of Iowa.

2.19 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.

2.20 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.

2.21 Vehicle Requirements

2.21.1 Contractor shall maintain a sufficient number of vehicles on hand to meet the needs of Purchasing Entities with advance reservations.

2.21.2 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.

2.21.3 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.

2.21.4 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.

2.21.5 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.

2.21.6 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.

2.21.7 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 5 of this Contract. 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 2.20.3 above. Alternate size classifications not identified by the State, but offered by the Contractor, will be considered as conditional use, regardless of location.

2.21.8 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.

2.21.9 Non-Smoking Vehicles

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

2.21.10 Rental Vehicle Unallowable 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.

For clarification purposes, business use of vehicles on maintained graded gravel roads does not constitute use on an unpaved road as stated above in Section 2.21.10 (H.).

2.21.11 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.

2.21.12 Purchasing Entity shall not operate or use passenger vans with a capacity of 10 or more passengers in the District of Columbia, the States of Florida, Maine, Massachusetts, New York, and Rhode Island.

2.22 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

2.23 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.

2.24 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.

2.25 Invoicing and Payment of Account Charges

2.25.1 Payments

All payments under the Contract are subject to the provisions in this Section. 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.

2.25.2 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.

2.25.2.1 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.

2.25.2.2 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 cards with estimated rental charges or changing the form of payment is strictly prohibited.

2.25.3 Centralized Consolidated Monthly Billing

2.25.3.1 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.

2.25.3.2 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.

2.25.3.3 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.

2.25.3.4 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.

2.26 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.

SECTION 3

Regents Universities Special Terms

This section contains the special terms 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.

3.1 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.

3.2 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.

3.3 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
Transportation Services
Haber Road
Ames, IA 50011

University of Iowa
Fleet Services
155 W. Harrison
Iowa City, IA 52242

University of Northern Iowa
Motor Pool/Transportation
1801 W. 31st Street
Cedar Falls, IA 50614

3.4 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 3.12.1) of any known dates where specific vehicle classes will not be available.

3.5 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.

3.6 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 traveling on behalf of the University
- Graduate students
- Visiting scholars
- Authorized consultants, contractors or volunteers
- Interviewees
- 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

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.

3.7 Minimum Rental Age

Minimum rental age is 21 years 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 21 years 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 Section 3.6 or a spouse, 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.

3.8 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 \$0.25/mile. Rates will automatically include liability protection that provides primary and supplemental insurance coverage as defined in Section 3.10 below 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.

3.9 Rental Vehicles - Fuel

All rentals for use by the Regents Universities will have a full tank of fuel upon delivery of the rental by Enterprise or pick-up of the rental by Traveler.

3.10 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.

3.11 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.

3.12 Booking/Invoicing Procedures

3.11.1 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 Steve Choplin, Manager, or his designated representative at 319-273-2869

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.

3.11.2 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.

3.11.3 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, IA 50011-3111

For the University of Iowa:
Purchasing Department
202 PCO
Iowa City, IA 52242

For The University of Northern Iowa:
Purchasing Department/Office of Business Operations
103 Gilchrist Hall
Cedar Falls, IA 50614-0008

For Iowa Braille and Sight Saving School:
Business Office
1002 G Avenue
Vinton, IA 52349

For Iowa School for the Deaf:
Business Office
3501 Harry Langdon Blvd.
Council Bluffs, IA 51503

3.13 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).

3.13 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.

3.14 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 Non-procurement 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.

3.15 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

3.16 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.

3.17 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.

SECTION 4

Service Specifications

4.1 General Specifications

- 4.1.1** Contractor agrees to maintain all required licenses, bonding, facilities, equipment, vehicles, and trained personnel necessary to perform the Contract specifications and requirements for the duration of the Contract including renewal periods.
- 4.1.2** Contractor shall have adequate personnel in any county within the state of Iowa where rental activity can be supported to satisfy the terms and conditions of the Contract. Contractor's personnel at all its locations must be knowledgeable with the terms and conditions of the Contract.
- 4.1.3** Contractor agrees to have service available to accommodate 95% of estimated total aggregate volume for State entities.
- 4.1.4** Contractor agrees to ensure 100 percent Contract adherence at all locations included in this Contract including all amendments.
- 4.1.5** Contractor agrees to maintain branch locations at all major airports within the U.S.A. The branch location may be an on-site, airport consolidated facility, or off site location within close proximity to the airport.

For branch locations located off airport grounds, Contractor must have a shuttle bus that runs a minimum of 15 minute incremental to and from airport and branch location. Branch locations serving major airports must remain open to meet the standard of 90% of all incoming flights. Shuttle busses must run when branches are open.

- 4.1.6** Contractor agrees to provide one main contract manager for the services provided through this Contract.
- 4.1.7** Contractor agrees to maintain an online booking website(s) which are accessible through all major Global Distribution Systems (GDS).
- 4.1.8** Contractor will accept all major credit cards including central billing accounts for purchases via phone, internet or email.
- 4.1.9** Contractor will offer unlimited mileage for round trip rentals for the Sedan, Mini-Van and Standard Sports Utility vehicle classes for daily and weekly rentals only. No other vehicle classes or rental time frames are included in this Contract.
- 4.1.10** Contractor will provide primary liability insurance and collision damage waiver at no additional cost for rentals within the U.S.A. Contractor shall not charge any loss of use fees to the State, or Other Governmental Entity or Traveler for a rental vehicle operated in compliance with the terms of the Contract.

4.1.11 Hours of Operation

Enterprise and National Roadside Assistance is available 24 hours a day, 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. 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.

Airport authorities govern daily business hours for most airport rental locations. At some of the busiest locations, Enterprise and National are open for Travelers 24 hours a day. Home-city locations are generally open from 8 a.m. until 5 p.m. Monday through Friday and 9 a.m. until noon on Saturday.

The hours of operation are included in the list of Iowa's rental locations.

4.1.12 After Hours Vehicle Return

For locations that have a secured lot, Travelers are required to return vehicles during business hours. At locations offering Express Return service, the Traveler need only follow a few simple procedures when returning a vehicle to the National lot after hours:

- Complete the Car Return Information in the Travel/RA folder, providing National with the odometer reading, date, time of return, and fuel tank level.
- Lock the vehicle and place the keys and the contract into the Travel/RA folder.
- Drop the folder in the Return box at the front of the counter.

After-hours returns may vary by location. Travelers should contact the location directly for specific instructions.

Contractor's rental station will mail the customer a return document or if the customer prefers (and provides a fax number on the Travel/RA folder), the return document can be faxed.

At Contractor off-airport locations, the vehicle return process may differ based on how Contractor secures the vehicle return area. If the vehicle is at the location after hours, a receipt may be mailed, faxed, delivered, or accessed online. Contractor's receipts are always available to print 24 hours per day at enterprise.com for any State of Iowa Traveler.

4.1.13 One Way Rentals

National Car Rental's Local Rate Zones are groups of locations in which a Traveler may pick-up a vehicle at one branch and drop it off at another without incurring drop-off charges (provided the renter notified National of the drop-off location at the time of reservation). National does not charge an additional drop-off fee for one-way rentals booked in our local rate zones in the United States.

One-way rental availability is determined at the time of the reservation. Should the Traveler need to make arrangements to return the vehicle to a different location other than what is specified in the rental agreement, the Traveler must call the renting brand and advise of their plans. At that time, the daily rental rate will be recalculated to the applicable one-way rate. Please see Section 5 of this Contract for pricing information regarding one-way vehicle rentals.

4.1.14 Vehicle Fuel Level

All Enterprise and National airport locations will provide vehicles with a full fuel tank. At off-airport locations, vehicles may be provided with less than a full tank of gas. The

minimum level of fuel provided will be half of a tank of fuel for all vehicle rentals regardless of the pick-up location. If a vehicle is not returned with the same level of fuel as when rented, the renter will be charged the refueling rate based on current local per-gallon price and a fee of up to 50 percent. Corporate locations will cap the maximum refueling charge at \$2.00 per gallon above current per-gallon prices.

4.1.15 Contractor shall have sufficient inventory of passenger vehicles within the state of Iowa to accommodate the needs of the state.

4.1.16 Rented vehicles shall receive routine maintenance and be inspected for safety and overall appearance periodically.

4.1.17 All vehicles assigned to the state shall be smoke free and shall have the appropriate signage in each vehicle issued to the state.

4.1.18 The Contractor shall call to the attention of the director (or designee) of an elected official or the head of any state agency to which a motor vehicle has been assigned any evidence of the mishandling or misuse of a leased and rented motor vehicle. This includes traffic violations.

4.1.19 Pick Up Service

Contractor's "We'll Pick You Up" service is available to Travelers who require pick-up or delivery services. Contractor has a location within 15 miles of 90 percent of the U.S. population which means Contractor can pick up the Traveler or even deliver a vehicle with advance notice to a Traveler anywhere in North America, be it an office, hotel, or home. Contractor's local branch will work closely to meet all pick-up and delivery needs.

4.2 State Employee Personal Rental Use

A separate account is set up for personal rental use for state employees, Regents Universities' retirees, and spouses and children, (living in the same household) of faculty, staff, or retirees. This includes the spouse, regardless of whether he/she has the same last name, common law spouse and same gender domestic partners. State employees, Regents Universities' retirees, and spouses and children of faculty, staff, or retirees may purchase Contractor's damage waiver or they may provide proof of insurance coverage through their personal insurance policy. All terms and conditions of the business contract apply to the personal use vehicle rentals with the exception of the inclusion of the damage waiver and liability insurance in the rental rates. Vehicles rented for personal or leisure use will be booked using the State's Leisure Account Number.

4.3 Billing

Contractor will bill the State purchasing entity directly unless instructed differently by the purchasing entity. Contractor must indicate the master agreement number on the invoice / billing statement to facilitate payment. For other governmental entities, Bidder will provide billing according to their specifications.

Section 4 of this Contract contains pricing which is exclusive of local and state sales and federal excise taxes, airport concession fees, city surcharges or city differential fees applicable in certain cities, and do not include refueling charges, legislative or mandated taxes, bond issues imposed by government bodies or any additional optional charges that Traveler may purchase. The State

of Iowa is exempt from sales tax and federal excise tax. Contractor agrees to look only to the Purchasing Entity for payment of account charges.

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder. Unless such charges are in dispute, for amounts not paid within sixty (60) days after the end of the rental transaction or receipt of the invoice whichever is later, beginning with the sixty-first (61st) day the State purchasing entity agrees to pay a late charge of 1% per month, which is the maximum rate allowable by Iowa law.

4.4 Roadside Assistance

Contractor provides each of the services listed below. Costs for these services are provided in Section 4 of this Contract. The bid price will be the maximum amount charged for each service.

- Key Replacement – Keys become lost or unusable due to damage, or routine use.
- Lockout Service – Driver needs access into vehicle when keys are locked inside
- Jump Start – Driver experiences a depleted battery and requires a jump start
- Flat Tire Service Assistance – Driver needs assistance replacing a flat or damaged tire
- Fuel Delivery – Driver runs out of gas

4.5 Reporting

Contractor will generate quarterly reports to view sales and rental history. These reports must be in Microsoft Excel format and include the date and location of rental, the purchasing entity and base and total cost of rental. The Contractor will provide the Contract Manager for DAS Central Procurement Bureau with quarterly sales reports for all sales within the State of Iowa which contain the following fields:

- Rental Entity Name
- Rental Date
- Type of Rental Vehicle
- Length of Rental
- Total Miles Driven per Rental
- Total Dollars In Sales Per Rental
- Total Dollars In Sales Per Quarter

The report will be emailed to the current DAS Central Procurement Bureau contract manager within 45 days after the quarter ends. Quarters end on March 31, June 30, September 30, and December 31 annually.

Contractor will generate quarterly reports showing at-fault accidents on vehicles caused by State entity Travelers which will be emailed to motorpool@iowa.gov. Contractor agrees to work with DAS Fleet Services to determine the required reporting fields.

SECTION 5

Pricing

5.1 State of Iowa Business Use Rates

Business Rates include damage waiver coverage and liability insurance. Rates are on a 24 hour clock. See Section 4.3 for fees, taxes and other items excluded from the rates.

Vehicle Type	Short Term Rentals			Long Term Rentals Daily Charge		
	Daily	Weekly	30 Days	31-90 Days	91-160 days	161 + days
SEDANS						
Compact	\$28.00	\$140.00	\$560.00	\$18.67	\$17.64	\$17.08
Standard / Intermediate	\$31.00	\$155.00	\$620.00	\$20.67	\$19.53	\$18.91
Full Size	\$33.00	\$165.00	\$660.00	\$22.00	\$20.79	\$20.13
PASSENGER VANS						
Mini-Van	\$50.00	\$250.00	\$1,000.00	\$33.33	\$31.50	\$30.50
12 & 15 Passenger Van	\$90.00	\$450.00	\$1,800.00	\$60.00	\$56.70	\$54.90
SPORTS UTILITY VEHICLES						
Std. SUV (5 Passenger)	\$50.00	\$250.00	\$1,000.00	\$33.33	\$31.50	\$30.50
Lg. SUV (7-8 Passenger)	\$74.00	\$370.00	\$1,480.00	\$49.33	\$46.62	\$45.14
SPECIALTY VEHICLES						
Jeep	\$60.00	\$300.00	\$1,200.00	\$40.00	\$38.71	\$37.50
GREEN VEHICLES						
Hybrid	\$45.00	\$225.00	\$900.00	\$30.00	\$28.35	\$27.45
Alternative Fuel	\$45.00	\$225.00	\$900.00	\$30.00	\$28.35	\$27.45
PICK-UPS / CARGO VANS						
Small Pick-Up	\$50.00	\$250.00	\$1,000.00	\$33.33	\$31.50	\$30.50
Large Pick-Up	\$55.00	\$275.00	\$1,100.00	\$36.67	\$34.65	\$33.55
Cargo Van	\$40.00	\$200.00	\$800.00	\$26.67	\$25.20	\$24.40

Orange - All Sedan classes, the Mini-Van class and the Standard SUV class include round trip unlimited mileage for Short Term Rentals (Daily, Weekly and 30-Day rentals).

Blue - These Short Term Rental vehicle classes have a cap of 3,000 miles for the entire reservation period. After 3,000 miles there is a \$0.25 per mile fee..

Beige - These Long Term Rental vehicle classes have a cap of 3,000 miles for the entire reservation period. After 3,000 miles there is a \$0.25 per mile fee.

5.2 State of Iowa Personal Use Rates

Personal use rates are the same as the business use rates with the exception that the Damage Waiver and Liability insurance coverage is not included in the rates. State Employees are responsible for their own liability insurance coverage for third parties and may purchase the damage waiver coverage provided by the Contractor. The same restrictions apply for mileage as indicated in the business use rates chart.

5.3 State of Iowa Other Fees

The Contractor is responsible for providing the following additional services for the fees below:

Roadside Assistance Fees

Service	Fee	Notes:
Fuel Delivery	\$56	National offers Roadside Plus (RSP) in the United States and Roadside Protection at locations in Canada for the ease of travelers needing to reach their destinations quickly and efficiently. RSP is an additional protection to help with key replacement, fuel delivery, lock out and jumpstart, which are not covered with any other product. RSP is available for \$4.99 per day in the United States and \$5.99 per day in Canada. In the Miami and Denver markets, this charge is \$6.99 per day.
Jump Start	\$56	
Lost Key Replacement	Actual cost	
Lock Out Service	\$66	
Flat Tire Service Assistance	Covered	Damage Waiver (DW) covers the cost associated with this service.

Miscellaneous Fees:

Service	Fee	Notes:
Daily Loss of Use Fee per Section 3.1.13. of the RFB only.	Loss of Use fees are calculated by dividing the total labor hours by four, then multiplying by the actual rental rate.	Having the DW option relieves the renter of financial responsibility for such loss or damage, as well as additional charges such as fees for the vehicle's loss of use or claims processing expenses. Note that the DW will be null and void if the vehicle was used in a manner prohibited by or violating the rental agreement.

Drop Charge for One Way Rentals over 500 miles	<p>Some Enterprise home-city locations may charge a drop fee. Please contact the rental branch for more information.</p> <p>National corporate locations do not apply “unauthorized drop” fees; however, we request that State travelers inform National of their plans to return the vehicle to a different location.</p>	<p>One-way rentals are inter-city rentals within the United States that are outside of established local rate zones.</p> <p>One-way rental availability is determined at the time of reservation. Should a traveler need to make arrangements to return the vehicle to a different location other than what is specified in the rental agreement, the traveler must call the renting brand and advise us of their plans. At that time, the daily rental rate will be recalculated to the applicable one-way rate.</p> <p>Enterprise offers a one-way rental solution at airports and select home-city locations. However, because National has such an extensive one-way network, we recommend using National for all of the State's one-way travel. A full list of the Local Rate Zones are provided.</p>
GPS Rental (Daily, Weekly, Etc.)	\$11.95/day	
Sirrus Satellite Radio	\$5.99/day or \$24.99/week Max. charge \$49.98/rental	Sirius XM satellite radio is now available at all Enterprise Rent-A-Car and National Car Rental locations in the contiguous United States. It is also available at Enterprise Truck Rental locations.
Smoking damage/cleaning	\$75	
Towing Packages	Covered	DW relieves the customer of responsibility for costs associated with towing (related to an accident).

5.4 City or State Surcharge or Differential Rate

State	City	Daily Differential or Surcharge Rate
Vermont	Burlington Metro	\$7.07
Alaska	Fairbanks	\$10.10
	Anchorage	\$10.10
	Juneau	\$10.10
California	Los Angeles Metro	\$6.06
	San Diego Metro	\$6.06
	Oakland Metro	\$6.06
	Riverside Metro	\$6.06
	San Bernardino Metro	\$6.06
Texas	Midland Metro	\$6.06
	Lubbock Metro	\$6.06
	Austin Metro	\$6.06
	College Station Metro	\$6.06
	Houston Metro	\$6.06
	Dallas/Ft. Worth Metro	\$6.06
	San Antonio Metro	\$6.06
	Brownsville/Corpus Christi Metro	\$6.06
New York	New York City Metro	\$23.23
	Albany Metro	\$7.07

5.5 National Locations Which May Charge a Seasonal Daily Surcharge

Daily Surcharge Rate: \$6.00

State	Location Description
Wisconsin	Appleton
Wisconsin	Green Bay
<p>All U.S. Enterprise locations, and nearly all National locations, are corporately owned. Every U.S. location honors the terms and conditions of our corporate contracts, including rates, Damage Waiver, liability protection, roadside assistance, credit card acceptance, and age requirements.</p> <p>Only two U.S. National locations — Appleton and Green Bay in Wisconsin — charge an additional licensee fee, which will not exceed \$6 per day.</p>	

SECTION 6

Project Managers

6.1 Project Manager - Contractor

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6.2 Regents Universities Contract Administrator

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Purchasing Agent
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6.2 State of Iowa – DAS/Procurement Contact

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