

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996  
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### CONTRACT RELEASE: V-52(5)

**DATE:** JUNE 1, 2024

**PRODUCT/SERVICE:** VEHICLE RENTAL – LOCAL AND NATIONAL SERVICE; SHORT-TERM AND LONG-TERM;  
CARS AND TRUCKS

**CONTRACT PERIOD:** JUNE 1, 2024, THROUGH MAY 31, 2025

**EXTENSION OPTIONS:** UP TO 48 MONTHS

**ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS):** JENNIFER BARTLE

**PHONE:** 651.201.2452    **E-MAIL:** [jennifer.bartle@state.mn.us](mailto:jennifer.bartle@state.mn.us)    **WEB SITE:** <https://mn.gov/admin/osp/>

<u>CONTRACTOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
ENTERPRISE LEASING COMPANY OF MINNESOTA, LLC Dba Enterprise Rent-A-Car And National Car Rental 2775 Blue Water Road Eagan, MN 55121 USA VENDOR NO: 0000218973	247573	NET 30	AS REQUIRED

**FOR IMMEDIATE SERVICE CONTACT THE RENTAL AGENCY DIRECTLY**

**CONTACT:** Micah McGuiness

**OFFICE:** 651.246.6945

**EMAIL:** [micah.l.mcguiness@em.com](mailto:micah.l.mcguiness@em.com)

[PRICE SCHEDULE](#)

[CONTRACT DOCUMENT](#)

[EXHIBIT E – Light Duty and Medium Duty Designations](#)

[SAMPLE INVOICE](#)

[AMENDMENT NO 1 – MNDOT ONLY](#)

[WELCOME LETTER FOR NEW CUSTOMERS](#)

[FREQUENTLY ASKED QUESTIONS](#)

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**NOTE: BOTH ENTERPRISE RENT-A-CAR (Parent Company) and NATIONAL CAR RENTAL** may be used under this Contract. All prices, terms and conditions are applicable to both companies. When stated as “Enterprise” or “Contractor” in this document, it refers to both Enterprise Rent-A-Car and National Car Rental.

**CONTRACT USERS.** This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members
- Limited to the following entities only \_\_\_\_\_

**STATE AGENCY CONTRACT USE.** This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

**STATE AGENCY ORDERING INSTRUCTIONS.** Orders are to be placed directly with the CONTRACTOR. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number.

**CONTRACT FEEDBACK.** If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

**Orders are to be placed directly with the Rental Branch being used or use the following websites:**

<https://www.enterprise.com/en/home.html> OR <https://www.nationalcar.com/en/home.html>

**For local service** with rentals initiating in Minnesota, rentals may be direct billed using an agency purchase order or an agency or personal credit card. If using an agency or personal credit card, the renter must show the card at the counter when picking up the vehicle.

**For national service** reference State of Minnesota Customer Number XZ19113. For rentals originating out of state, please pay for the rental by credit card and submit to be reimbursed. If using an agency or personal credit card, the renter must show the card at the counter when picking up the vehicle.

If you have a need for direct billing at these out of state locations, purchase orders can be accepted at the Enterprise locations. Please contact Micah McGuiness at 651.246.6945 or via e-mail at [micah.l.mcguiness@em.com](mailto:micah.l.mcguiness@em.com) to set up a nationwide billing number specific to your agency/department/college.

**For Direct Billing** and to ensure Contract rates and rules, use the Enterprise Customer Number specific to your department. To set up Direct Billing for national service, or if you are not sure what the local service Customer Number is, contact 651.246.6945 or via e-mail at [micah.l.mcguiness@em.com](mailto:micah.l.mcguiness@em.com).

## **SPECIAL TERMS AND CONDITIONS**

**SCOPE.** The purpose of this contract is to provide a source for short-term and long-term vehicle rentals for both local and national service.

**PRICES.** Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Rental prices include all insurance coverage for the Renter/Driver as required by the State's Risk Management Division.

The Contractor may not require, nor request, the Renter/Driver to pay any supplemental liability protection insurance or require them to agree to any collision and loss damage waivers. Renter/Driver's are instructed to decline additional insurance if offered at the Contract Vendor's counter as coverage is included in the Contract Price.

Contract Prices also include a Roadside Assistance Program (RAP) and Renters are instructed to decline any RAP programs that may be offered at the Contractor's counter.

For the purposes of this Contract, the following definitions shall prevail:

<b>Acquisition Management/</b>	The AMS is the Acquisition management Specialist with the Department of Administration Office of State Procurement Authorized representative who will manage the contract.
<b>Business</b>	Refers to any Renter/Driver required traveling to do government work on behalf of their entity or a MnSCU sponsored event.
<b>CPV Member</b>	Cooperative Purchasing Venture (CPV) Members. The Contract will also be available to all qualifying CPV members who are defined by Minn.Stat.§ 3.732 Subd. 1 or who are defined in Minn. Stat. Sec. 466.01 Subd.1, who are members of the State of Minnesota's Cooperative Purchasing Venture (CPV) Program that qualify under Minn. Stat. Sec. 471.59 Subd.1. Notwithstanding the foregoing, for purposes of this Contract, CPV Members are limited to Minnesota entities only.
<b>Local Service</b>	Refers to the rental initiating in Minnesota or a border city (within 50 miles of the Minnesota border, i.e., Fargo, Superior, Hudson, etc.) with travel in the contiguous United States and Canada. Travel in Mexico is not included in the solicitation. Vehicle rental programs will be for both short term and long term rental.
<b>Long Term Rental</b>	Refers to any transaction/rental period that will last for more than 31 days and less than eleven (11) months.
<b>Master Rental Agreement</b>	Refers to this contract.
<b>Rental Agreement</b>	Refers to the Contractor's Rental Agreement. The Rental Agreement is superseded by the Master Rental Agreement.
<b>National Service</b>	Refers to the rental initiating in the contiguous United States (except for rentals within 50 miles of the Minnesota border, i.e., Fargo, Superior, Hudson, etc.) with travel in the contiguous United States. Rentals in Mexico are not included in the Solicitation.  National service rentals will be for short term rental only.
<b>Passenger</b>	Passengers in the rental vehicle must be an authorized representative of an entity as defined in the Solicitation and must be on official business for the entity. Non-entity personnel that are participating in the entity's official business event may also ride in the rental vehicle.
<b>Rental</b>	Refers to either short term or long term transactions.
<b>Renter/Driver</b>	Authorized Renter/Driver – Refers to an authorized representative or employee of an entity as defined in Minn. Stat. Sec. 3.732 Subd.1, or to an authorized representative or employee of an entity as defined in Minn. Stat. Sec. 466.01 Subd.1, who are members of the State of Minnesota's Cooperative Purchasing Venture (CPV) Program that qualify under Minn. Stat. Sec. 471.59 Subd.1, who possess a valid driver's license issued by the state in which the person resides, and who is 18 years or older; provided, however, authorized renters/drivers between 18 and 24 years of age are only permitted to rent and/or drive the vehicles stated below). As indicated in Section 9. Cooperative Purchasing Venture (CPV) Members, only those CPV members within the State of Minnesota will be

considered “qualifying CPV members” which, subject to Contractor’s written consent, are eligible to purchase goods and/or services under this Contract.

Renters/Drivers 18 – 20 years of age may only rent and/or drive the following vehicles: economy, compact, intermediate, standard or full size sedan, compact or Intermediate SUV, and standard pickup trucks.

Renters/Drivers 21 – 24 years of age may rent and drive all vehicles offered under this Master Rental Agreement except 10 – 12 passenger vans and those vehicles defined as “Medium Duty” on Exhibit E.

**Short Term Rental**

Refers to any transaction/rental period that will last for one month (30 days) or less.

**Vehicle**

Refers to any car, van, truck, etc., that is rented from the Contractor.

**Leisure rental:**

A rental that is taking place for personal use and not for business purposes.

**Refueling Policy:**

Replacing the fuel that was used during the Rental. For example, if the vehicle is rented at a half full tank then the expectation is that it is returned at a half full tank.

1. **PURPOSE.** The purpose of the contract is to provide a vehicle rental program, on an as needed basis, to all entities’ employees (Employee of the State) defined in Minn. who are defined by Minn.Stat.§ 3.732 Subd.1 (2) and to State of Minnesota’s Cooperative Purchasing Venture (CPV) Program entities defined in Minn. Stat. Sec. 466.01 Subd.1, for its employees (Employee, Officer, or Agent) who are defined by Minn.Stat.§ 466.01 Subd.6. This is limited to Minnesota entities only.
  - When needed to conduct official business, vehicles shall be available to all Renters that have a valid driver’s license. For travel in and outside of the State of Minnesota, licensed drivers that are age 18 and older, and on official business travel, may rent vehicles under the terms and conditions of the Contract and will not be required to pay any extra charges from the Contractor subject to the following limitations:
    - Renters/Drivers 18 – 20 years of age are limited to renting and/or driving the following vehicles only: economy, compact, intermediate, standard or full size sedan, compact or Intermediate SUV, and standard pickup trucks;
    - Renters/Drivers 21 – 24 years of age may rent and drive all vehicles offered under this Master Rental Agreement except 10 – 12 passenger vans and those vehicles defined as “Medium Duty” on Exhibit E.
  - All qualified users of the Contract shall comply with the use restrictions of the Contractor and shall use the vehicles in performance of the entity’s business only which may include transporting the vehicle directly to and from the employee’s residence. The entity’s employees may be personally liable for loss of or damage to vehicles if performing non-state related activities.
  - The Contractor may not deny rental to an entity if a vehicle is available. If a rental is denied when there is adequate inventory, provided that all applicable Contract terms are otherwise complied with by the renter, the State agency may procure a vehicle from another vendor and charge the difference in cost to the Contractor.
  - The service provided under the State’s Master Rental Agreement is not intended to include large numbers of vehicles for a single national event that is scheduled to be held in Minnesota such as a national convention or national sporting event where great numbers of vehicles are needed for security or other State or local agency coverage. The requesting agency may work with the Contractor under the umbrella of the Contract, if vehicles are available and there is no interruption of service, to the State Master Rental Agreement. If vehicles are not available in this scenario, the requesting agency must solicit for its requirements separate and aside from the State Master Rental Agreement.

## 2. SERVICE.

- **Home State Service Area.** The State of Minnesota (home state) desires the Contractor to have rental vehicle service available on a State-wide basis. The service areas are defined as:
    - **Metro Location Counties:** Includes Anoka, Carver, Chisago, Dakota, Hennepin, McLeod, Ramsey, Scott, Sherburne, Sibley, Washington, and Wright.
    - **Non-Metro Locations:** Includes, but not limited to, Duluth, Rochester, Mankato, Bemidji, Moorhead, St. Cloud, Winona, or cities located within 50 miles of the Minnesota border such as Fargo, Superior, Hudson, etc.
  - Vehicle rentals may be initiated at any Contractor location in Minnesota or a border city, and the vehicle may be returned to any Contractor location in Minnesota, border city or other agreed to vendor locations regardless of where the rental was initiated.
  - The Contractor shall provide a list of its Minnesota locations. The Contractor may add additional service locations throughout the Contract term if mutually agreed through a fully executed Contract Amendment. If a service location must be removed, the Contractor must provide a substitute location.
  - Notwithstanding the foregoing, the Contractor agrees that each rental facility, which is operated by the Contractor, will honor the applicable Rental Charges specified in the Exhibit D: Price Schedule. The Contract shall not apply to or cover vehicle rentals from rental facilities which are operated by a franchisee or licensees of the Contractor as they will not be included in the Contract.
3. **Vehicle Pick Up/Drop Off at Contractor's Facility.** The Contractor shall ensure that there is at least one location within any given 50-mile radius in each home state service area. The hours of operation for Contractor's home city and airport locations will be made available through Contractor's websites: Enterprise Truck Rental - [https://www.enterprisetrucks.com/truckrental/en\\_US/locations.html](https://www.enterprisetrucks.com/truckrental/en_US/locations.html); Enterprise Car Rental - <https://www.enterprise.com/en/car-rental-locations/us.html?icid=header.locations.car.locations--us.locations--ENUS.NULL>; National Car Rental - <https://www.nationalcar.com/en/car-rental/locations/us.html>. It is preferred that rental transactions occur in Minnesota, but if the Contractor has other locations within a 50 mile radius of a Minnesota border, those locations may be included.
- The State desires that if a Contractor's location cannot be provided within a 50-mile radius in the district where an offer is made, the Contractor shall provide alternate arrangements for early vehicle pick-up such as allowing pick up the night before, at no additional charge, and for late vehicle drop-off, such as providing a drop- box for after-hour returns at no additional charge.
4. **Renter Pick Up/Drop Off at Office or Home.** The Contractor will drop off the vehicle at the Renter's office or pick up the Renter from home, within a 20-mile radius of the Rental Office. This delivery and pick-up will require the Renter to return the vehicle to the Rental Office at the end of the rental. That is, the delivery to the office will allow the Renter to complete any necessary paperwork at the point of delivery (his/her office) and depart from that location and return possession of the rental vehicle to the Contractor's Rental Office after the rental is complete. The Contractor will provide transportation for the Renter back to its office or home after the vehicle has been returned and checked in.
5. **Replacement Vehicle.** During a rental in progress, should any repair be found necessary, the Renter is to be notified (via in writing, a phone call, or a text) of the need for the repair. Immediate action to remedy the problem must occur, and a replacement vehicle must be provided.
- During a rental in progress, if the Contract vehicle should breakdown and is deemed inoperable by the user, the Contractor will take immediate action to remedy the problem, and a replacement vehicle must be provided.
6. **Local Service.** – Refers to the rental originating in Minnesota or a border city with travel in the contiguous United States and Canada. Vehicle rental programs will be for both short-term and long-term rental. Travel in Mexico is not included in the Solicitation.
- For rentals originating in Minnesota - All Rental Agreements for vehicles will be written in the name of the authorized Renter/Driver who will be operating the rental vehicle, and the driver shall provide his/her driver's license for inspection. The rental charge shall be a direct obligation of the Renter's entity, and the Contractor agrees that it shall not impose any financial obligation on the authorized Renter/Driver(s) who qualifies as a Renter with the appropriate purchase order or pre-authorized consent of the employee(s)' agency as defined by the State's RFP (herein "Renter" or "Driver"). To the extent they do not conflict with the terms of the Master Rental Agreement entered into between the State and Contractor, the parties

agree that the terms and conditions of the Contractor's Rental Agreement apply to the authorized employee(s) who qualifies as a Renter/Driver.

7. **National Service.** – Refers to the rental originating in the contiguous United States (except for rentals within 50-miles of the Minnesota border, i.e., Fargo, Superior, Hudson, etc.) with travel in the contiguous United States. *Travel and rentals in Canada are allowed with prior approval from the AMS and the State Risk Management Division. Travel or rentals in Mexico are not included in the Contract.* Vehicle rentals will be for short-term rental only. In cases where Contractor's commercial airport location does not have rental vehicles available within walking distance and shuttle service is not managed by the airport consolidated rental facility, Contractor must offer shuttle service. For locations that do not offer continuous shuttle service, there must be access to a toll-free phone to call for shuttle service. Where allowed by the airport, shuttle service contact information must be clearly visible in the airport. Vehicle rental may be initiated at the Contractor's location or via the internet.

- For rentals originating outside of Minnesota - All Rental Agreements for vehicles will be written in the name of the authorized Renter/Driver who will be operating the rental vehicle, and the driver shall provide his/her driver's license for inspection. The rental charge shall be a direct obligation of the Renter's entity, and the Contractor agrees that it shall not impose any financial obligation on the authorized Renter/Driver(s) who qualifies as a Renter with the appropriate purchase order or pre-authorized consent of the Renters entity. To the extent they do not conflict with the terms of the Master Rental Agreement entered into between the State and Contractor, the parties agree that the terms and conditions of the Contractor's Standard Rental Agreement apply to the authorized employee(s) who qualifies as a Renter/Driver.

#### 8. Renter's Responsibilities.

- **Driver Qualifications.** All authorized drivers – age 18 or older – as defined in this Contract shall be eligible to drive the rental vehicles, except as provided below. There shall be no additional charge for multiple authorized drivers. Rentals for long distance trips, exceeding 100 miles, shall be limited to no more than 5 (five) drivers per vehicle.
  - Renters/Drivers 18 – 20 years of age are limited to renting and/or driving the following vehicles only: economy, compact, intermediate, standard or full size sedan, compact or Intermediate SUV, and standard pickup trucks;
  - Renters/Drivers 21 – 24 years of age may rent and drive all vehicles offered under this Master Rental Agreement except 10 – 12 passenger vans and those vehicles defined as "Medium Duty" on Exhibit E.
- **Additional Drivers.**
  - **For rentals originating in Minnesota** -- All rental agreements for vehicles will be written in the name of the renting employee or agency that will be operating the rental vehicle, and the driver shall provide his/her driver's license for inspection. The rental charge shall be a direct obligation of the Renter, and the Contractor will agree that it shall not impose any financial obligation on the Renter's employee(s) who qualify as a Renter with the appropriate purchase order, agency or personal credit card or pre-authorized consent of the employee's agency as defined (herein "Renter" or "Driver"). To the extent they do not conflict with the terms of the Master Rental Agreement entered into between the State and Contractor, the parties agree that the terms and conditions of the Contractor's Rental Agreement apply to the Renter's employee(s) or agency who qualifies as a Renter.
  - **For rentals originating outside of Minnesota** - All Contractor's Rental Agreements for the rental of vehicles pursuant to this Agreement that originate with the Contractor's offices located outside of the state of Minnesota will be written in the name of the authorized Renter/Driver who will be operating the rental vehicle, and the driver shall provide his/her valid driver's license for inspection.

The rental charge shall be a direct obligation of the entity and its authorized Renter/Driver will provide a credit card for payment at the time the vehicle is picked up unless payment information was provided at the time the vehicle was reserved. The Renter agrees to pay the Contractor upon demand for all rental and other undisputed charges incurred and other undisputed payments owed by a Renter/Driver under a Rental Contract relating to a rental for business use.

- **Rentals.** Since travelers on official business are representing the State of Minnesota and the applicable State agency or CPV agency, the Renter's name should be included as an agent of the State of Minnesota or the applicable agency. Renters shall not be required to use their personal resources to guarantee payment. All authorized Renters shall receive State of Minnesota Contract Prices. The Contractor's rental agent may not sell additional insurance coverage, roadside assistance, or any other programs not covered by the Contract to the authorized Renter. If this occurs, the Contractor will issue credit to the Renter.
  - **Loss Or Damage to Renter's Property.** The Contractor will not be responsible for loss of, or damages to, any property left, stored, or transported by the Renter, or any other persons in or upon any premises of the Contractor. The Renter assumes all risk of such loss or damage and waives all claims against the Contractor by reason thereof.
  - **Fines And Penalties.** The Renter shall be responsible for and shall pay all fines, penalties and forfeitures imposed for parking or traffic violations which are incurred while any vehicle is rented and in their possession.
  - **Damaged Or Stolen Vehicle.** Should any vehicle be stolen, substantially damaged, or otherwise become unusable, the Contractor shall, upon notification from the Renter, furnish the Renter a substitute vehicle of like make and body.
  - **Accident.** In the event of an accident, no Renter shall be asked for any monies at the time of the accident. All Renters will cooperate with the Contractor by completing accident reports and giving any information to the proper authorities.
  - **Operator's Unauthorized Usage of Vehicles.** The State and the Contractor agree that (i) all of the authorized renters operating vehicles pursuant to this Agreement will be 18 years or older (subject to the age restrictions listed in Section 8. Driver Qualifications for renters/drivers between 18 and 24 years of age)); (ii) all of the authorized renter's employees will not permit the rental vehicle to be used or operated by any person other than an additional driver authorized by the authorized renter's entity while in the course and scope of employment with the authorized entity; (iii) all of the authorized renter's employee(s) operating vehicles pursuant to a Master Rental Agreement must have a valid driver's license in their possession. The Contractor shall inspect the driver's license of each Renter to verify that Renter has a current driver's license.
  - **Smoking.** All vehicles rented must be "smoke free." The Renter will assure that all occupants comply with this requirement.
  - **Cell Phone – Text Messaging Use.** Per MN Stat. 169.475, "No person may operate a motor vehicle while using a wireless communications device to compose, read or send an electronic message when the vehicle is in motion or a part of traffic." In addition, the Renter is prohibited from using a cell phone, Personal Digital Assistant (PDA), or similar electronic equipment while operating a rental vehicle.
  - **Towing.** The Renter is prohibited from obtaining towing services for any vehicles rented under the Contract. The Renter is instructed to contact the Contractor if vehicle problems occur.
  - **Off Road Driving.** – Vehicles are to be used on highways and well maintained gravel roadways. However, if State business requires travel on minimum maintained roadways or off-road, the proper vehicle should be selected for that purpose. Any recovery of damages that may occur from travel off of maintained roadways will be the responsibility of the Agency/Renter/Driver. This also includes towing if the vehicle becomes stuck or disabled while traveling off of a maintained roadway.
9. **Equipment. When available, vehicles capable of running on alternative fuels or hybrid vehicles are preferred.**

**FIFTEEN (15) PASSENGER VANS MAY NOT BE RENTED OR SUPPLIED TO ANY RENTER USING THE STATE OF MINNESOTA CONTRACT.**

- **Condition of Vehicle.** At the time of the rental, vehicles are to be cleaned and in well-maintained operating condition. Interior windshields shall be clean, and the vehicle shall contain at least ½ tank of fuel. All vehicles must be the property of the Contractor. If the Renter fails to return the vehicle with the same level of fuel that it had at the commencement of the rental, the Contractor may charge for fuel based on its standard refueling policy. To the extent available and requested by the Renter, Contractor shall provide a vehicle (in the classification reserved) that is no more than three (3) years removed from the manufacture year (for example,

in calendar year 2024 Contractor will not provide vehicle model years earlier than 2021 if available and requested by the Renter). The Renter's operation of a vehicle exceeding this age preference will evidence lack of availability and/or the Renter's election of a vehicle exceeding the three (3) year age preference.

Vehicles shall be equipped with driver's-side airbag, automatic transmission, AM/FM radio and air conditioning. If made available by the vehicle manufacturer for the make and model of any of the vehicles within the applicable rental class and defined by the manufacturer as a feature provided in the "Standard Features" or "Base Model," the vehicle shall, at the time of rental, also be equipped with the same features. If such a vehicle is not available at the time of the rental, a similar size vehicle equipped with at least the "Standard Features" or "Base Model" packages shall be made available to the Renter at no additional charge.

Upon completion of each rental, the Renter shall return the vehicle, together with all tires and equipment, in the same condition as when received, ordinary wear and tear expected, to the place where the vehicle was first picked up by the Renter, or delivered to the Renter's agency, or any other Contractor location within the service area unless the vehicle was dropped off at the Renter's home or office.

The Contractor will keep all vehicles in good working order. For the purposes of the Contract, full service shall mean that the Exhibit D: Price Schedule prices includes, but is not limited to, all labor, all parts, material, and equipment costs. The Contract shall also include all emergency work, complete preventative maintenance as recommended by the manufacturer or specified herein, whichever is greater, all repairs and replacement of major or minor parts, as necessary, on the rental fleet, all administrative reporting or other requirements, and all overhead costs and profit. It shall also include any ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the Contractor and included herein.

It is the Contractor's responsibility to maintain the vehicles and related equipment provided under the resulting Contract consistent with applicable safety and health codes.

- **Vehicle Classification.** The following class of vehicle makes and models listed are to be used as an indication of the size and class the Renter would select. It is not necessary that the Contractor maintain an inventory of all the listed models. The classification list is to be used as a guide to indicate under what class a specific model will be invoiced. The Contractor will not be allowed to refuse to rent a vehicle under the Contract based on a disagreement with the Contract classification. If a vehicle is available for rent to the public, it must be available for rent under the Contract.

If, during the term of the Contract, a specific make or model changes class, it will be permissible for the Contractor to rent that particular vehicle under the new class. The Contractor must notify the Department of Administration prior to the change and provide proof of the reclassification. The Contractor may provide any of the makes and models of vehicles that are listed in a specific class. **When available, vehicles capable of running on alternative fuels and hybrid vehicles are preferred.**

- **Hybrid Cars.** This vehicle may be a sedan (with a city MPG rating of 30 or greater or have an EPA highway MPG rating or 35 or greater) or a SUV (with a city MPG rating of 27 or greater or have an EPA highway MPG rating or 32 or greater).
- **Compact Cars.** This is a vehicle with between 100 to 109 cubic feet of interior passenger and cargo volume and includes, but is not limited to, Nissan Versa, Hyundai Accent and Ford Fiesta.
- **Mid-Size Cars/Intermediate.** This is a vehicle with 110 to 119 cubic feet of interior passenger and cargo volume and includes, but not limited to, Nissan Sentra, Hyundai Elantra, and Dodge Dart.
- **Large Cars/Full Size.** This is a vehicle with 120 or more cubic feet of interior passenger and cargo volume equal to, but not limited to, Chevrolet Malibu, Dodge Charger, Nissan Altima, and Toyota Camry.
- **Minivan.** This is a vehicle under 8,500 pounds Gross Vehicle Weight Rating equal, but not limited to, Dodge Caravan, Chrysler Pacifica.
- **Small Pickup Trucks.** This is a vehicle under 4,500 pounds Gross Vehicle Weight Rating equal to, but not limited to, Toyota Tacoma, Nissan Frontier
- **Standard Pickup Trucks.** This is a vehicle with 4,500 to 8,500 pounds Gross Vehicle Weight Rating equal, but not limited to, Chevrolet Silverado, Dodge Ram, and Ford F150.



- **Sports Utility Vehicle (SUV) – Small Size.** This is defined as a two or four wheel drive vehicle that will hold up to five passengers.
- **Sports Utility Vehicle (SUV) – Standard Size.** This is defined as a two or four wheel drive vehicle that will hold six to nine passengers.
- **Sports Utility Vehicle (SUV) – Large Size.** This is defined as a two or four wheel drive vehicle that will hold six to nine passengers.
- **Box Trucks (with and without lift gates).** This is a vehicle within GVW class D requirements of (4,500 to 26,000) pounds Gross Vehicle Weight Rating. This is defined as a chassis cab truck with an enclosed cuboid-shaped cargo area with lengths of equal to, but not limited to 15', 16', and 26'.
- **10-12 Passenger Vans.** This is a vehicle under 8,500 pounds Gross Vehicle Weight Rating equal, but not limited to, Ford E150, Chevrolet G1500 and Chevrolet G2500. For any van with a seating capacity of 10 or 12 passengers rented pursuant to this Agreement, the State agrees to abide by the following restrictions unless otherwise modified by mutual agreement between the Contractor and the State: The van will not be operated or used in Connecticut, the District of Columbia, Florida, Iowa, Maine, Massachusetts, New York, Rhode Island or outside of the United States. The van does not meet Federal Bus Safety Standards and will not be used to transport children in the twelfth (12th) grade or younger. It is the responsibility of the Renter to know and understand the driving restrictions of 10 or 12 passenger vehicles.
- **Light Duty.** Cargo vans where an authorized renter/driver must be at least 21 years or older to operate. See Exhibit E.
- **Medium Duty.** Pick up trucks, box trucks and stakebeds where an authorized renter/driver must be at least 25 years or older to operate. See Exhibit E.
- **Specially Equipped Vehicles (Optional).** It is the intention of the State of Minnesota to offer disabled employees rental vehicles that are in compliance with the Americans with Disabilities Act (i.e., hand controls) requirements if the Contractor offers such vehicles. If provided by the Contractor, the Renter will provide 72 hours advance notice when specially equipped vehicles are required.
- **Fuel.** The Renter shall supply all fuel necessary for the operation of the vehicle and shall have the option to refuel or not refuel the vehicle at the time of the return. If the vehicle is not refueled, the Contractor's standard refueling rates shall apply.
- **Replacement Vehicle.** In the course of a rental in progress, should any repair be found necessary – such as a manufacturer's recall – the Renter is to be notified, in writing, of the need for the repair. Immediate action to remedy the problem must occur, and a replacement vehicle must be provided.

If, during the course of a rental in progress, the Contract vehicle should break down and is deemed inoperable by the user, the Contractor will take immediate action to remedy the problem, and a replacement vehicle must be provided.

**SWIFT Line:**

Rental, Car	78111808
Rental, Truck	78111808
Rental, Van	78111808
Late Fee or Drop Charge	78111808
Fuel – Charged by Contract Vendor	78111808
Airport Fees (if applicable)	78111808
Other – Quickstart Program	78111808

Contract Release: V-52(5)

**VERIFYING THE CONTRACT PRICES.**

**The following information explains the method(s) for calculating and/or confirming the contract prices.**

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

**REVISIONS.**

06/01/2024

Amendment No. 1 added two MNDOT electric vehicles to this contract. See the link above.