

Contract

THIS CONTRACT (the "Contract"), is made as of the 31st day of August 2019 by and between the STATE OF MARYLAND, acting through the DEPARTMENT OF BUDGET & MANAGEMENT ("Department"), and Enterprise RAC Company of Baltimore, LLC ("Contractor") whose Vehicle Rental locations in Annapolis are: Annapolis Bestgate Rd.: 913a Commerce Road Annapolis, Maryland 21401, and Annapolis West Street: 1900 West Street Annapolis, Maryland 21401, and whose principal office in Maryland is: 701 Wedeman Ave., Linthicum, Maryland 21090.

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Contract.

(a) The Contractor shall provide a Pilot Vehicle Rental Service Program between Maryland State Agency offices located in Annapolis and other State Agency offices located in Maryland in accordance with the Invitation for Bids for the Pilot Vehicle Rental Service Program, SPIFB Number 050B9400002 dated June, 12, 2019, as amended (the "SPIFB").

(b) The SPIFB is attached and incorporated by reference as Exhibit A. The Contractor's Bid Price Form (as that term is defined in the SPIFB) dated July 2, 2019 is attached and incorporated by reference as Exhibit B. If there is any conflict between this Contract and any Exhibits incorporated by reference, the terms of this Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – the SPIFB; and

Exhibit B – the Contractor's Bid Price Form.

2. Changes. This Contract may be amended only with the written consent of both parties after any approvals required by COMAR Title 21. Amendments may not significantly change the scope of the Contract (including the Contract price).

3. Term of Contract.

The term of this Contract shall be for the period of approximately eighteen (18) months beginning on or about August 21, 2019, through March 31, 2021.

4. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$50,000.00. The Department shall compensate Contractor for services satisfactorily performed in accordance with the Contractor's bid.

(b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

- (c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is [REDACTED]. Contractor's Federal Tax Identification Number shall appear on all invoices submitted by the Contractor to the Department for payment.
- (d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to the Procurement Officer. All invoices shall be submitted no later than the 15th of the month for the preceding calendar month. All invoices shall include the following information:
- (i) Contractor name and address;
 - (ii) Remittance address;
 - (iii) Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - (iv) Invoice period;
 - (v) Invoice date;
 - (vi) Invoice number;
 - (vii) State assigned Contract number;
 - (viii) State assigned (Blanket) Purchase Order number(s);
 - (ix) Goods or services provided; and
 - (x) Amount due; and
 - (xi) Any additional documentation required by regulation, the Contract, or the Contract Monitor.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

The Contractor Account Executive shall respond to any billing issues within one (1) Business Day and address to the Contract Monitor's satisfaction any issues prior to the next invoice.

5. Use of Estimated Quantities. Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

6. Procurement Officer. The Department designates Gregory Dennis to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.

7. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

8. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for

any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A) (2).

9. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

10. Termination for Nonappropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

11. Non-Discrimination. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

12. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

13. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners, nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.


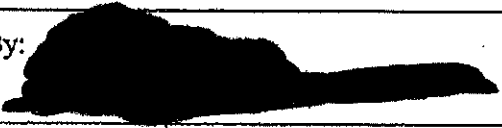

14. Commercial Non-Discrimination Policy. The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.


15. Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Gregory Dennis
Procurement Officer
45 Calvert Street Room 134
Annapolis, Maryland 21401

If to the Contractor: Matthew Leis
Director of Business Rental Sales
701 Wedeman Avenue
Linthicum, Maryland 21090

IN WITNESS WHEREOF, the parties have executed this Contract as of the date herein above set forth.

Contractor: <u>Enterprise RAC Company of Baltimore, LLC</u>	State of Maryland Department of Budget and Management DBM
	
By: 	By: <u>Jamie Tomaszewski,</u> Chief of Procurement
Date: <u>8/24/19</u>	Date: <u>8/21/2019</u>
Witness/Attest: 	Witness:
PARENT COMPANY (GUARANTOR)	
Enterprise Holdings, Inc.	
By:	
Date:	
Witness/Attest:	

Approved for form and legal sufficiency
this 21st day of August, 2019.


Assistant Attorney General

Attachments: **Exhibit A:** Small Procurement Invitation for Bids (SPIFB) for Pilot Vehicle Rental Service Program, SPIFB 050B9400002 (amended version); and **Exhibit B:** Contractor's Bid Price Form.