



# FORT HAYS STATE UNIVERSITY

*Forward thinking. World ready.*

## ADDENDUM

March 19, 2024

Addendum Number: 3

Date of Award: March 1, 2022

Contract Number: 22010

Fort Hays State University Purchasing Office

E-Mail: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)

Web Address: <http://www.fhsu.edu/purchasing/>

Telephone: 785-628-4251

Fax: 785-628-4046

**Item: LAG Rentals, LLC – Hertz Vehicle Rental Services**

Agency: Fort Hays State University

Location(s): Hays, KS

Term of Contract: March 1, 2022 – February 28, 2025 with the option to renew for two (2) additional one (1) year periods by written agreement of the parties.

Contractor: LAG Rentals, LLC - Hertz  
James Day, Location Manager  
609 East 8<sup>th</sup> Street  
Hays, KS 67601  
Phone: 785-623-4116  
Email: [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com)

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing is **not** available to the political subdivisions of the State of Kansas.

### Changes/Updates:

Updated reservation request form.



## FHSU RENTAL CAR RESERVATION REQUEST FORM



Name of Traveler: \_\_\_\_\_

Travelers Phone Number: \_\_\_\_\_

Travelers Email Address: \_\_\_\_\_

Last Four Digits of Credit Card: \_\_\_\_\_

Departure Date: \_\_\_\_\_ Departure Time: \_\_\_\_\_

Return Date: \_\_\_\_\_ Return Time: \_\_\_\_\_

Is this a 1-way rental **(Select One)**:      Yes      No

If "Yes" where will the vehicle be dropped off at: \_\_\_\_\_

Size of Vehicle Request (Select One):

Compact Car / Midsize Car / Full-size Car / Small SUV / Mid SUV / Minivan / Truck / 12 Pass Van

### FHSU Department Contact Information

Department Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Special Requests or Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EMAIL COMPLETED RESEVATION REQUEST FORM TO:**

**[jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com)**

A confirmation email will be sent to the contact and traveler's email address above.

**Note: Hertz is open Mon. – Fri. 8:00 – 4:00 and Closed Sat. and Sun. Please plan accordingly.**

**A FHSU P-Card will be required at the time of pick-up.**

**Pricing:****LAG Rentals, LLC – Hertz Contract Rates for Fort Hays State University**

<u>Vehicle Size</u>	<u>Rate Per Day</u>	<u>Rate Per Week</u>	<u>Monthly Rate</u>
<b>Sedans</b>			
Economy/Compact	\$39.00	\$230.00	\$890.00
Intermediate/Standard	\$41.00	\$240.00	\$925.00
Full-size	\$43.00	\$250.00	\$950.00
<b>Passenger Vans</b>			
Mini Van	\$79.00	\$470.00	\$1,250.00
12 Passenger Van*	\$109.00	\$630.00	\$1,950.00
<b>SUV's</b>			
Small SUV	\$57.00	\$340.00	\$1,000.00
Mid/Standard SUV	\$60.00	\$360.00	\$1,050.00
Large SUV	\$89.00	\$530.00	\$1,550.00
<b>Pick-up</b>			
Full Size Truck*	\$79.00	\$470.00	\$790.00
<b>There is no Collision Damage Waiver coverage included for the vehicles in the contracted rates above; therefore, a State of Kansas P-Card must be used to reserve a vehicle in order to receive coverage for all vehicles except for a 12-passenger van and a pickup/truck. Therefore, Loss Damage Waiver (LDW)/Collision Damage Waiver (CDW) coverage is needed when leasing a 12-passenger van and pickup/truck; and the renter must accept this coverage at the time of rental. This is an additional charge of \$48.99/day.</b>			
One Way Drop Fee is waived if dropped at another LAG Rentals, LLC - Hertz location (Hays, Liberal, Garden City, Dodge City, Salina, Manhattan, Lawrence) One Way drop fee to Kansas City Airport and Denver Airport \$150.00. One Way drop fee to Wichita Airport is \$75.00. These rates are guaranteed out of the Hays, KS office.			

**Nationwide Rates**

**(Rates for all US locations other than LAG Rentals, LLC – Hertz specific areas – Hays, Liberal, Garden City, Dodge City, Salina, Manhattan, Lawrence)**

<u>Vehicle Size</u>	<u>Rate Per Day</u>
<b>Sedans</b>	
Economy/Compact (A/B)	\$41.00
Intermediate (C/D)	\$43.00
Full-size (F)	\$46.00
Premium (G)	\$70.00
<b>Vans</b>	
Mini Van ('R)	\$72.00
12-Pax Van (M)	\$107.00
Cargo Van (M)	\$77.00)
<b>SUV's</b>	
SUV (L)	\$72.00
SUV (L4)	\$77.00
Midsize SUV (Q4)	\$68.00
Large SUV (T)	\$102.00
<b>Hybrid (E6)</b>	\$54.00
<b>Pick-up</b>	
Small Pickup (O6)	\$70.00
Large Pickup (S)	\$72.00
One Way Surcharge: \$.25/mile	



# FORT HAYS STATE UNIVERSITY

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## ADDENDUM

September 19, 2022

Addendum Number: 2

Date of Award: March 1, 2022

Contract Number: 22010

Fort Hays State University Purchasing Office

E-Mail: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)

Web Address: <http://www.fhsu.edu/purchasing/>

Telephone: 785-628-4251

Fax: 785-628-4046

**Item: LAG Rentals, LLC – Hertz Vehicle Rental Services**

Agency: Fort Hays State University

Location(s): Hays, KS

Term of Contract: March 1, 2022 – February 28, 2025 with the option to renew for two (2) additional one (1) year periods by written agreement of the parties.

Contractor: LAG Rentals, LLC - Hertz  
James Day, Location Manager  
609 East 8<sup>th</sup> Street  
Hays, KS 67601  
Phone: 785-623-4116  
Email: [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com)

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing is **not** available to the political subdivisions of the State of Kansas.

### Changes/Updates:

Updated reservation options and added reservation request form.

Changed references of CDW to LDW/CDW in reference to truck and van rental.

CDW = Collision Damage Waiver. LDW = Loss Damage Waiver

Added LDW coverage amounts to the pricing list. Amount of \$28.99/day.

Updated Visa and LAG Rentals, LLC claim reporting contact information for damages and emergencies.

Added information on towing with LAG Rentals, LLC trucks and toll/parking violations.



## FHSU RENTAL CAR RESERVATION REQUEST FORM



Name of Traveler: \_\_\_\_\_

Travelers Phone Number: \_\_\_\_\_

Travelers Email Address: \_\_\_\_\_

Departure Date: \_\_\_\_\_ Departure Time: \_\_\_\_\_

Return Date: \_\_\_\_\_ Return Time: \_\_\_\_\_

Is this a 1-way rental **(Select One)**:      Yes      No

If "Yes" where will the vehicle be dropped off at: \_\_\_\_\_

Size of Vehicle Request (Select One):

Compact Car / Midsize Car / Full-size Car / Small SUV / Mid SUV / Minivan / Truck / 12 Pass Van

### FHSU Department Contact Information

Department Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Special Requests or Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EMAIL COMPLETED RESEVATION REQUEST FORM TO:**

**[jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com)**

A confirmation email will be sent to the contact and traveler's email address above.

**Note: Hertz is open Mon. – Fri. 8:00 – 4:00 and Closed Sat. and Sun. Please plan accordingly.**

**A FHSU P-Card will be required at the time of pick-up.**

## Reservations/Procedures: (page 5)

All reservations and confirmations will be made by either completing the reservation form and emailing it to [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com), by phone to the Hays location at 785.623.4116 or through the website at <http://www.hertz.com>. **The preferred method of reservation is by email.** A 24-hour notice is required for sedans; however, LAG Rentals LLC - Hertz will work with emergency situations. Minivans, SUVs, and 12-passenger vans require a minimum of 72 hours or greater advance notice. You must email or call to reserve a 12-passenger van. Reservations that require an early pickup for example, leaving at 6 a.m., must be reserved by noting this on the reservation form or by calling the local office at 785.623.4116. These reservations cannot be made online. If the driver is picking up the keys the day before, the rental vehicle cannot leave the LAG Rentals, LLC – Hertz location until the date the rental agreement begins. The keys may be picked up the business day before between 3:30 p.m. to 4:00 p.m. For weekend or early Monday morning reservations, the keys should be picked up the Friday before between 3:30 p.m. to 4:00 p.m.

**Pricing:****LAG Rentals, LLC – Hertz Contract Rates for Fort Hays State University**

<u>Vehicle Size</u>	<u>Rate Per Day</u>	<u>Rate Per Week</u>	<u>Monthly Rate</u>
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Small SUV	\$57.00	\$340.00	\$1,000.00
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<b>Pick-up</b>			
Full Size Truck*	\$79.00	\$470.00	\$790.00
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One Way Drop Fee is waived if dropped at another LAG Rentals, LLC - Hertz location (Hays, Liberal, Garden City, Dodge City, Salina, Manhattan, Lawrence) One Way drop fee to Kansas City Airport and Denver Airport \$150.00. One Way drop fee to Wichita Airport is \$75.00. These rates are guaranteed out of the Hays, KS office.			

**Nationwide Rates**

**(Rates for all US locations other than LAG Rentals, LLC – Hertz specific areas – Hays, Liberal, Garden City, Dodge City, Salina, Manhattan, Lawrence)**

<u>Vehicle Size</u>	<u>Rate Per Day</u>
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Intermediate (C/D)	\$43.00
Full-size (F)	\$46.00
Premium (G)	\$70.00
<b>Vans</b>	
Mini Van ('R)	\$72.00
12-Pax Van (M)	\$107.00
Cargo Van (M)	\$77.00)
<b>SUV's</b>	
SUV (L)	\$72.00
SUV (L4)	\$77.00
Midsize SUV (Q4)	\$68.00
Large SUV (T)	\$102.00
<b>Hybrid (E6)</b>	\$54.00
<b>Pick-up</b>	
Small Pickup (O6)	\$70.00
Large Pickup (S)	\$72.00
One Way Surcharge: \$.25/mile	

## Receipts:

FHSU travelers can print receipts on-line at <http://www.Hertz.com> or requested by email ([jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com)). If an email address is provided at the time of rental a final receipt will automatically be emailed upon return.

## Reporting:

In the LAG Rentals, LLC - Hertz system there is no way of providing a summary of all FHSU rentals. They can provide a rental receipt for each rental as needed.

## Personal Use Rates:

Personal rates can be obtained by referencing Hertz Business Account Program CDP #2234534 (select Business for FHSU travel). Fort Hays State University employees must secure the rental with their personal credit card or debit card. When using a debit card, it must be tied to a bank account, not a prepaid card; and the rental is subject to a credit check at the time of rental. Normal age (20 or older) and credit requirements will apply. All physical damage/liability of the rental car will be the sole responsibility of the renter.

## Damage to Vehicles and Accident Reporting

If damage is done to the LAG Rentals, LLC - Hertz vehicle while rented to the State employee the employee is instructed to **immediately contact the LAG Rentals, LLC - Hertz office where the vehicle was rented**. After hours calls should follow the prompts to reach emergency service if roadside assistance is required. This is done by calling the local office at 785-623-4116, listening to the prompts and selecting roadside assistance (option 2). If emergency service is not required and contract may be made the following business day. State employees **MUST** contact Visa immediately when damage happens to a rental vehicle while they must also contact LAG Rentals LLC - Hertz immediately in order insure proper payment by Visa.

Below are the proper steps to take whenever a rental vehicle that is rented by a State of Kansas renter obtains damage and the renter does not have LDW/CDW through LAG Rentals, LLC - Hertz and is using their UMB Visa coverage. There is no vehicle coverage included for the vehicle in the contracted rates. In the instance additional coverage is needed the renter must accept this coverage at the time of rental. **Please keep in mind that Visa requires that all claims be submitted to them within 20 days of the incident by the cardholder in order for them to provide coverage.**

This is a step-by-step guideline that will insure that the claims are handled with the utmost efficiency:

- 1.) The rental vehicle is returned to LAG Rentals, LLC - Hertz where an accident report is completed.
- 2.) The renter is provided with a copy of the rental agreement and the accident report.
- 3.) The renter reports the claim to his/her immediate supervisor or department's office manager within 24-48 hours.
- 4.) The **cardholder** should report the claim to Visa by using the website <https://www.eclaimsline.com/new-claim/>, calling 1-866-390-9735, or by emailing [eclaimsline@eclaimsline.com](mailto:eclaimsline@eclaimsline.com). The FAQ site is <https://www.eclaimsline.com/faq>
- 5.) After filing the claim, the **cardholder** will be given a claim number and Visa will request some additional information i.e. credit card statement, letter stating that the employee was on state business, a copy of the rental branch accident report, etc. The **cardholder** should provide Visa with all of the required documentation.
- 6.) The **cardholder** should then provide LAG Rentals, LLC - Hertz with the Visa Claim number by contacting the appropriate LAG Rentals, LLC - Hertz office:

Lewis Automotive Group LAG Rentals, LLC in Hays, KS. 785-623-4116 or email at [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com)

Hertz Claim Management **for all other locations** at 800-762-0341.

Provide the rental record number, city rented, and the date of the accident or loss, along with the Visa Claim number.

After the steps above are completed LAG Rentals, LLC - Hertz will be in contact with Visa to make sure that they have the necessary documents to process the claim. LAG Rentals, LLC - Hertz will deal directly with Visa to settle the claim unless otherwise requested by the State.

See attached flyer from LAG Rentals, LLC - Hertz regarding steps to follow for emergency and roadside assistance.





## **In Case of Emergency/ Roadside Assistance**

**During normal business hours (M-F 8a-4p) call : 785-623-4116**

**-After business hours:**

Step 1: Call 785-623-4116. Leave a voice message with name, number, and a brief description of the issue. This will send the Hays office an email and they will return your call.

Step 2: Call 785-623-4116. Press option 2 and leave a voice message with name, number, and a brief description of the issue. This will send the LAG main office an email and they will return your call.

Step 3: In the event that your call is not returned within 15 minutes after completing the above two options call the Hertz nationwide Roadside Emergency Assistance number at

**800-654-5060**

### **Airport Fees:**

1. The following current fees and taxes apply to all rentals (includes LAG Rentals, LLC – Hertz and Nationwide). The fee amounts listed below are associated with rental from the Hays, KS location. Amounts may vary based on other locations.

FAC – labeled as FAC on the invoice. Customer Facility Charge / Facility and Operation Fee / Airport Concession Recovery – This charge covers the part of the fees that LAG Rentals, LLC – Hertz pays on each car rental for the right to do business at the location's airport, hotel, or train station. 10.00% is the current rate for Hays, KS.

VLF – Vehicle Licensing Fee – This fee covers the cost LAG Rentals, LLC – Hertz pays for registration, licensing, and other relation fees for applicable car rentals. \$1.14/day is the current rate for Hays, KS.

### **Towing:**

1. LAG Rentals, LLC – Hertz will allow Fort Hays State University to use 1/2 ton and 3/4 ton trucks only with the appropriate hitch to tow trailers, boats, ATV's, etc. LAG Rentals, LLC - Hertz will NOT allow 12-passenger vans to tow. Recommendation is for employees to rent a 3/4 ton truck when towing. Reservations for towing should be clearly noted on the reservation form or by calling the local office at 785.623.4116. Remember to select the CDW/LDW coverage for truck usage. This is a separate charge of \$28.99/day and must be selected at the time of rental.

### **Off Road:**

1. If the rental vehicle will be going off road, the CDW/LDW coverage will be void. A separate insurance policy will be required. The separate policy will apply for the vehicle and if towing is involved. A copy of this policy should be provided to LAG Rentals, LLC - Hertz when the vehicle is picked up.

### **Toll/Parking Violations:**

1. If the driver of the vehicle receives a parking violation or goes through a toll booth without paying, the charges will be billed to the FHSU P-Card associated with the vehicle rental. These will appear on the P-Card as Hertz Toll or PlatePass. You can receive a toll receipt from [www.platepass.com](http://www.platepass.com) and parking violations receipts from LAG Rentals, LLC - Hertz by emailing [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com).

A signed copy of Addendum 2 must be submitted.

I (We) have read and understand this addendum and agree it is a part of my (our) contract response.

NAME OF COMPANY OR FIRM: LAG Rentals  
SIGNED BY: [Signature]  
TITLE: Owner DATE: 10/5/22



# FORT HAYS STATE UNIVERSITY

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## ADDENDUM

June 23, 2022

Addendum Number: 1

Date of Award: March 1, 2022

Contract Number: 22010

Fort Hays State University Purchasing Office

E-Mail: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)

Web Address: <http://www.fhsu.edu/purchasing/>

Telephone: 785-628-4251

Fax: 785-628-4046

**Item: LAG Rentals, LLC – Hertz Vehicle Rental Services**

Agency: Fort Hays State University

Location(s): Hays, KS

Term of Contract: March 1, 2022 – February 28, 2025 with the option to renew for two (2) additional one (1) year periods by written agreement of the parties.

Contractor: LAG Rentals, LLC - Hertz  
James Day, Location Manager  
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Phone: 785-623-4116  
Email: [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com)

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing is **not** available to the political subdivisions of the State of Kansas.

### Changes/Updates:

Contract Award Page – updated email to [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com) (page 4)

Updated all occurrences of the name Hertz to LAG Rentals LLC – Hertz.

### Special Provisions (page 5)

- Updated CDP number to 2234534 (select Business for FHSU travel).
- **Reservations/Procedures:** Reservations that require an early pickup for example, leaving at 6 a.m., must be reserved by calling the local office at 785-623-4116. These reservations cannot be

made online. If the driver is picking up the keys the day before, the rental vehicle cannot leave the LAG Rentals, LLC – Hertz location until the date the rental agreement begins. The keys may be picked up the business day before between 3:30 p.m. to 4:00 p.m. For weekend or early Monday morning reservations, the keys should be picked up the Friday before between 3:30 p.m. to 4:00 p.m.

- **Reservations/Procedures:** A State of Kansas/Fort Hays State University Procurement Card (P-Card) is required to rent a LAG Rentals LLC - Hertz vehicle.
- **Reservations/Procedures:** The driver of the rental vehicle must be either the individual whose P-Card is used or employed by FHSU; includes faculty, staff, and student staff. If a non-employee is driving, a Non-State Driver Agreement form must be completed for all faculty, staff, and students.

**One-Way Rentals:** Added the one way drop fee to the Wichita Airport is \$75.00 for LAG Rentals LLC – Hertz reservations. (page 5)

**Personal Use Rates:** Updated CDP number to 2234534. (page 6)

**Damage to Vehicles and Accident Reporting:** Updated occurrences of LDW (loss damage waiver) to CDW (collision damage waiver). (page 6)

**Pricing:** Added the one way drop fee to the Wichita Airport is \$75.00 for LAG Rentals LLC – Hertz reservations. (page 7)

**Pricing:** Added Nationwide Rates for all US locations. These rates are for all US locations other than Hays, Liberal, Garden City, Dodge City, Salina, Manhattan, and Lawrence. (Page 7)

#### **Nationwide Rates**

<b><u>Vehicle Size</u></b>	<b><u>Rate Per Day</u></b>
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12-Pax Van (M)	\$107.00
Cargo Van (M)	\$77.00)
<b>SUV's</b>	
SUV (L)	\$72.00
SUV (L4)	\$77.00
Midsize SUV (Q4)	\$68.00
Large SUV (T)	\$102.00
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<b>Pick-up</b>	
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Large Pickup (S)	\$72.00
One Way Surcharge: \$.25/mile	

**Airport Fees:** Added (page 8)

- 1) The following current fees and taxes apply to all rentals (includes LAG Rentals, LLC – Hertz and Nationwide). The fee amounts listed below are associated with rental from the Hays, KS location. Amounts may vary based on other locations.

FAC – labeled as FAC on the invoice. Customer Facility Charge / Facility and Operation Fee / Airport Concession Recovery – This charge covers the part of the fees that LAG Rentals, LLC – Hertz pays on each car rental for the right to do business at the location's airport, hotel, or train station. 10.00%

VLF - Vehicle Licensing Fee – This fee covers the cost LAG Rentals, LLC – Hertz pays for registration, licensing, and other related fees for applicable car rentals. \$1.14/day.

A signed copy of this Addendum must be submitted.

I (We) have read and understand this addendum and agree it is a part of my (our) contract response.

NAME OF COMPANY OR FIRM: LAG Rentals, LLC  
SIGNED BY: [Signature]  
TITLE: [Signature] DATE: 7/14/22



# FORT HAYS STATE UNIVERSITY

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## CONTRACT AWARD

Date of Award: March 1, 2022

Contract Number: 22010

Fort Hays State University Purchasing Office

E-Mail: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)

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**Item: LAG Rentals. LLC - Hertz Vehicle Rental Services**

Agency: Fort Hays State University

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Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

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The above referenced contract award was recently posted to the Fort Hays State University Internet website. The document can be downloaded by going to the following website:  
<http://www.fhsu.edu/purchasing/>

## SPECIAL PROVISIONS

LAG Rentals, LLC – Hertz Rental Vehicles contract CDP #2234534 (select Business for FHSU travel) is established to provide vehicle rental service for Fort Hays State University. This contract provides specific pricing and details related to Fort Hays State University.

### **Hays Location Office Hours:**

Monday through Friday – 8:00 a.m. to 4:00 p.m.

Saturday and Sunday by Pre-Arrangement Only

**Driver:** The minimum renter age on all State business rentals will be 18 years of age. Drivers ages 18 – 21 will not be charged an additional underage driver fee on any State business rentals.

### **Reservations/Procedures:**

All reservations and confirmations will be made by either completing the reservation form and emailing it to [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com), by phone to the Hays location at 785.623.4116 or through the website at [www.hertz.com](http://www.hertz.com). **The preferred method of reservation is by email.** A 24-hour notice is required for sedans; however, LAG Rentals LLC - Hertz will work with emergency situations. Minivans, SUVs, and 12-passenger vans require a minimum of 72 hours or greater advance notice. You must email or call to reserve a 12-passenger van. Reservations that require an early pickup for example, leaving at 6 a.m., must be reserved by noting this on the reservation form or by calling the local office at 785.623.4116. These reservations cannot be made online. If the driver is picking up the keys the day before, the rental vehicle cannot leave the LAG Rentals, LLC – Hertz location until the date the rental agreement begins. The keys may be picked up the business day before between 3:30 p.m. to 4:00 p.m. For weekend or early Monday morning reservations, the keys should be picked up the Friday before between 3:30 p.m. to 4:00 p.m.

A State of Kansas/Fort Hays State University Procurement Card (P-Card) is required to rent a LAG Rentals LLC - Hertz vehicle.

The travelers' driver's license and P-Card need to be presented at the time of the rental. Collision/Damage Waiver (CDW) Insurance is provided by the P-Card, except for large passenger vans (12-passenger), pickup trucks, and cargo vans. The driver of the rental vehicle must be either the individual whose P-Card is used or employed by FHSU; includes faculty, staff, and student staff. If a non-employee is driving, a Non-State Driver Agreement form must be completed for all faculty, staff, and students.

**There is no Collision Damage Waiver (CDW) coverage included for the vehicles in the contracted rates; therefore, a State of Kansas P-Card must be used to reserve a vehicle in order to receive coverage for all vehicles except for a 12-passenger van and a pickup/truck. Therefore, Loss Damage Waiver (LDW)/Collision Damage Waiver (CDW) coverage is needed when leasing a 12-passenger van and pickup/truck; and the renter must accept this coverage at the time of rental. This is an additional charge of \$28.99/day.**

All rentals are based on a 24-hour period; i.e. 6:00 a.m. to 6:00 a.m. constitutes a one-day rental. The rental period begins when the vehicle leaves the lot and does not end until the vehicle is returned to the lot.

All rental vehicles are to be picked up and dropped off at 609 East 8<sup>th</sup> Street in Hays, Kansas (one-way rentals excluded).

### **One-Way Rentals:**

One-way rental reservations are available at the designated rates below. One Way Drop Fee is waived if dropped at another LAG Rentals LLC – Hertz location (Hays, Liberal, Garden City, Dodge City, Salina, Manhattan, Lawrence). One Way drop fee to Kansas City Airport and Denver Airport is \$150.00. One Way drop fee to Wichita Airport is \$75.00.

### **Rentals across U.S. Borders:**

Rentals are not allowed into Mexico or Canada.

### **Fuel:**

The Vendor shall provide the vehicles with a full fuel tank. Fort Hays State University employees shall be expected to return the vehicle with a full fuel tank.



## Receipts:

FHSU travelers can print receipts on-line at <http://www.Hertz.com> or requested by email ([jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com)). If an email address is provided at the time of rental a final receipt will automatically be emailed upon return.

## Reporting:

In the LAG Rentals, LLC - Hertz system there is no way of providing a summary of all FHSU rentals. They can provide a rental receipt for each rental as needed.

## Personal Use Rates:

Personal rates can be obtained by referencing Hertz Business Account Program CDP #2234534 (select Business for FHSU travel). Fort Hays State University employees must secure the rental with their personal credit card or debit card. When using a debit card, it must be tied to a bank account, not a prepaid card; and the rental is subject to a credit check at the time of rental. Normal age (20 or older) and credit requirements will apply. All physical damage/liability of the rental car will be the sole responsibility of the renter.

## Damage to Vehicles and Accident Reporting:

If damage is done to the LAG Rentals, LLC - Hertz vehicle while rented to the State Employee the employee is instructed to **immediately contact LAG Rentals LLC - Hertz office where the vehicle was rented**. After hours calls should follow the prompts to reach emergency service if roadside assistance is required. This is done by calling the local office at 785-623-4116, listening to the prompts and selecting roadside assistance (option 2). If emergency service is not required and it is not during business hours, contact may be made the following business day. State employee **MUST** contact Visa immediately when damage happens to a rental vehicle while they must also contact LAG Rentals, LLC - Hertz immediately in order to insure proper payment by Visa.

Below are the proper steps to take whenever a rental vehicle that is rented by a State of Kansas renter obtains damage and the renter does not have LDW/CDW through LAG Rentals, LLC - Hertz and is using their UMB Visa coverage. There is no vehicle coverage included for the vehicle in the contracted rates. In the instance additional coverage is needed the renter must accept this coverage at the time of rental. **Please keep in mind that Visa requires that all claims be submitted to**

This is a step-by-step guideline that will insure that the claims are handled with the utmost efficiency:

- 1.) The rental vehicle is returned to LAG Rentals, LLC - Hertz where an accident report is completed.
- 2.) The renter is provided with a copy of the rental agreement and the accident report.
- 3.) **The renter reports the claim to his/her immediate supervisor or department's office manager within 24-48 hours.**
- 4.) The **cardholder** should report the claim to Visa by using the website <https://www.eclaimsline.com/new-claim/>, calling 1-866-390-9735, or by emailing [eclaimsline@eclaimsline.com](mailto:eclaimsline@eclaimsline.com). The FAQ site is <https://www.eclaimsline.com/faq>
- 5.) After filing the claim, the **cardholder** will be given a claim number and Visa will request some additional information i.e. credit card statement, letter stating that the employee was on state business, a copy of the rental branch accident report, etc. The **cardholder** should provide Visa with all of the required documentation.
- 6.) The **cardholder** should then provide LAG Rentals, LLC - Hertz with the Visa Claim number by contacting the appropriate LAG Rentals, LLC - Hertz office:

Lewis Automotive Group LAG Rentals, LLC in Hays, KS. 785-623-4116 or email at [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com)

Hertz Claim Management for all other locations at 800-762-0341.

Provide the rental record number, city rented, and the date of the accident or loss, along with the Visa Claim number.

After the steps above are completed LAG Rentals, LLC - Hertz will be in contact with Visa to make sure that they have the necessary documents to process the claim. LAG Rentals, LLC - Hertz will deal directly with Visa to settle the claim unless otherwise requested by the State.

See attached flyer from LAG Rentals, LLC - Hertz regarding steps to follow for emergency and roadside assistance.



## **In Case of Emergency/ Roadside Assistance**

**During normal business hours (M-F 8a-4p) call : 785-623-4116**

**-After business hours:**

Step 1: Call 785-623-4116. Leave a voice message with name, number, and a brief description of the issue. This will send the Hays office an email and they will return your call.

Step 2: Call 785-623-4116. Press option 2 and leave a voice message with name, number, and a brief description of the issue. This will send the LAG main office an email and they will return your call.

Step 3: In the event that your call is not returned within 15 minutes after completing the above two options call the Hertz nationwide Roadside Emergency Assistance number at

**800-654-5060**

**Pricing:****LAG Rentals, LLC – Hertz Contract Rates for Fort Hays State University**

<u>Vehicle Size</u>	<u>Rate Per Day</u>	<u>Rate Per Week</u>	<u>Monthly Rate</u>
<b>Sedans</b>			
Economy/Compact	\$39.00	\$230.00	\$890.00
Intermediate/Standard	\$41.00	\$240.00	\$925.00
Full-size	\$43.00	\$250.00	\$950.00
<b>Passenger Vans</b>			
Mini Van	\$79.00	\$470.00	\$1,250.00
12 Passenger Van*	\$109.00	\$630.00	\$1,950.00
<b>SUV's</b>			
Small SUV	\$57.00	\$340.00	\$1,000.00
Mid/Standard SUV	\$60.00	\$360.00	\$1,050.00
Large SUV	\$89.00	\$530.00	\$1,550.00
<b>Pick-up</b>			
Full Size Truck*	\$79.00	\$470.00	\$790.00
<b>There is no Collision Damage Waiver coverage included for the vehicles in the contracted rates above; therefore, a State of Kansas P-Card must be used to reserve a vehicle in order to receive coverage for all vehicles except for a 12-passenger van and a pickup/truck. Therefore, Loss Damage Waiver (LDW)/Collision Damage Waiver (CDW) coverage is needed when leasing a 12-passenger van and pickup/truck; and the renter must accept this coverage at the time of rental. This is an additional charge of \$28.99/day.</b>			
One Way Drop Fee is waived if dropped at another LAG Rentals, LLC - Hertz location (Hays, Liberal, Garden City, Dodge City, Salina, Manhattan, Lawrence) One Way drop fee to Kansas City Airport and Denver Airport \$150.00. One Way drop fee to Wichita Airport is \$75.00. These rates are guaranteed out of the Hays, KS office.			

**Nationwide Rates**

**(Rates for all US locations other than LAG Rentals, LLC – Hertz specific areas – Hays, Liberal, Garden City, Dodge City, Salina, Manhattan, Lawrence)**

<u>Vehicle Size</u>	<u>Rate Per Day</u>
<b>Sedans</b>	
Economy/Compact (A/B)	\$41.00
Intermediate (C/D)	\$43.00
Full-size (F)	\$46.00
Premium (G)	\$70.00
<b>Vans</b>	
Mini Van ('R)	\$72.00
12-Pax Van (M)	\$107.00
Cargo Van (M)	\$77.00)
<b>SUV's</b>	
SUV (L)	\$72.00
SUV (L4)	\$77.00
Midsize SUV (Q4)	\$68.00
Large SUV (T)	\$102.00
<b>Hybrid (E6)</b>	\$54.00
<b>Pick-up</b>	
Small Pickup (O6)	\$70.00
Large Pickup (S)	\$72.00
One Way Surcharge: \$.25/mile	

### **Airport Fees:**

1. The following current fees and taxes apply to all rentals (includes LAG Rentals, LLC – Hertz and Nationwide). The fee amounts listed below are associated with rental from the Hays, KS location. Amounts may vary based on other locations.

FAC – labeled as FAC on the invoice. Customer Facility Charge / Facility and Operation Fee / Airport Concession Recovery – This charge covers the part of the fees that LAG Rentals, LLC – Hertz pays on each car rental for the right to do business at the location's airport, hotel, or train station. 10.00% is the current rate for Hays, KS.

VLF – Vehicle Licensing Fee – This fee covers the cost LAG Rentals, LLC – Hertz pays for registration, licensing, and other relation fees for applicable car rentals. \$1.14/day is the current rate for Hays, KS.

### **Towing:**

1. LAG Rentals, LLC – Hertz will allow Fort Hays State University to use 1/2 ton and 3/4 ton trucks only with the appropriate hitch to tow trailers, boats, ATV's, etc. LAG Rentals, LLC - Hertz will NOT allow 12-passenger vans to tow. Recommendation is for employees to rent a 3/4 ton truck when towing. Reservations for towing should be clearly noted on the reservation form or by calling the local office at 785.623.4116. Remember to select the CDW/LDW coverage for truck usage. This is a separate charge of \$28.99/day and must be selected at the time of rental.

### **Off Road:**

1. If the rental vehicle will be going off road, the CDW/LDW coverage will be void. A separate insurance policy will be required. The separate policy will apply for the vehicle and if towing is involved. A copy of this policy should be provided to LAG Rentals, LLC - Hertz when the vehicle is picked up.

### **Toll/Parking Violations:**

1. If the driver of the vehicle receives a parking violation or goes through a toll booth without paying, the charges will be billed to the FHSU P-Card associated with the vehicle rental. These will appear on the P-Card as Hertz Toll or PlatePass. You can receive a toll receipt from [www.platepass.com](http://www.platepass.com) and parking violation receipts from LAG Rentals, LLC – Hertz by emailing [jamie\\_day@rentlewis.com](mailto:jamie_day@rentlewis.com).

## CONDITIONS

1. **Term of Contract:** March 1, 2022 – February 28, 2025 with the option to renew for two (2) additional one (1) year periods by written agreement of the parties.
2. **Conditions of Contract:** The following terms and conditions of award are incorporated by reference and include: DA-45/146a; specifications and conditions of the proposal including any addenda; vendors response including any addenda, appendices and exhibits.
3. **Order of Preference:** Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:
  - a. Contract Provisions Attachment DA-45/146a;
  - b. Written modifications and addenda to the executed contract;
  - c. Written contract signed by the parties and attachments;
  - d. Any supporting manuals/documents that have been incorporated in this Request; and
  - e. Contractor's written proposal submitted in response to this RFP as finalized, including any addenda, appendices and exhibits.
4. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

**Fort Hays State University  
Purchasing Office  
601 Park Street Sheridan Hall Rm 318  
Hays, KS 67601  
RE: Contract number see page 1**

or to any other persons or addresses as may be designated by notice from one party to the other.

5. **Termination for Cause:** The FHSU Purchasing Director may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
  - the Contractor fails to make delivery of goods or services as specified in this contract; or
  - the Contractor provides substandard quality and/or workmanship;
  - the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The FHSU Purchasing Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as FHSU may authorize in writing), the FHSU Purchasing Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

6. **Termination for Convenience:** The FHSU Purchasing Director may terminate performance of work under this contract in whole or in part whenever, for any reason, the FHSU Purchasing Director shall determine that the termination is in the best interest of FHSU. In the event that the FHSU Purchasing Director elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
7. **Debarment of University Contractors:** Any vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.
8. **Rights and Remedies:** If this contract is terminated, FHSU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to FHSU in the manner and to the extent directed, any completed materials. FHSU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by FHSU subject to any offset by FHSU for actual damages including loss of state or federal matching funds.

The rights and remedies of FHSU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

9. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
10. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by FHSU shall not constitute a waiver.
11. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

12. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

13. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. FHSU will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
14. **Proof of Insurance:** Upon request, the vendor shall present Certificates of Insurance to the FHSU Purchasing Office evidencing the following coverage during the performance of the Services:
  - (a) Worker's Compensation with statutory limits;
  - (b) Employers Liability, with a minimum \$1,000,000 limit of liability per occurrence;
  - (c) Commercial General Liability, including Contractual Liability coverage, with the following minimum limits of liability: \$1,000,000 per occurrence for Bodily Injury and Property Damage, and \$1,000,000 General Aggregate; and
  - (d) Professional Liability in the minimum amount of \$1,000,000 per claim.
15. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the FHSU and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any FHSU employee who has participated in the making of this contract until at least two years after his/her termination of employment with FHSU.
16. **Confidentiality:** The Contractor may have access to private or confidential data maintained by FHSU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by FHSU promptly at the request of FHSU in whatever form it is maintained by Contractor. On the termination of expiration

of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by FHSU, will destroy or render it unreadable.

17. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
18. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
19. **Hold Harmless:** The Contractor shall indemnify FHSU against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

FHSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the FHSU's right to recover against third parties for any loss, destruction or damage to State property.

20. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse FHSU for such property's loss or damage caused by Contractor, normal wear and tear excepted.
21. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any FHSU employee at any time.
22. **Retention of Records:** Unless FHSU specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of FHSU; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to FHSU.

23. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to FHSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and FHSU relating to the particular products or services purchased or acquired by FHSU pursuant to this contract.
24. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
25. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the University.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.

26. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
27. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

28. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
29. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Hays, Ellis County, Kansas, unless otherwise specified and agreed upon by FHSU.
30. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Ellis County, unless otherwise specified and agreed upon by FHSU. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.
31. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.
32. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
33. **Criminal or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
34. **Injunctions:** Should FHSU be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the University, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
36. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.  
  
The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of Fort Hays State University said issue is due to imperfection in material, design, workmanship or contractor fault.
37. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
38. **Federal, State and Local Taxes:** Unless otherwise specified, the contract price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this contract. **FHSU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation.**



The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

39. **Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

40. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With this contract, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at FHSU's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to FHSU any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like under the contract.

41. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contract shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
42. **Graphic Identity Standards and Use of University Marks:** Compliance with FHSU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.
43. **Definite Quantity Contract:** This Request is for a close-ended contract between the vendor and FHSU to furnish a predetermined quantity of a good or service in a given period of time.
44. **Off-Shore Sourcing:** Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the FHSU Purchasing Office in writing, indicating the new location and the percentage of work relocated.

45. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to FHSU. Failure to provide available price reductions may result in termination of the contract.
46. **Method of Payment:** The vendor is required to provide monthly invoices with a description of the treatment provided to Fort Hays State University. Payment will be made monthly, in arrears, with one (1) copy of the Contractor's invoice and one copy (1) of the statement to Fort Hays State University Business Office for approval and payment. All correspondence and invoices must show the contract number.
47. **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires Fort Hays State University to pay the full amount due for goods or services on or before the 30<sup>th</sup> calendar day after the date Fort Hays State University receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by

the vendor and Fort Hays State University. NOTE: If the 30<sup>th</sup> calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the vendor's response.

48. **Shipping and F.O.B. Point:** Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price), which means delivered to FHSU's receiving dock or other designated point as specified in this contract without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
49. **Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the Fort Hays State University of the revised delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the FHSU Purchasing Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.  
  
In the event delivery minimums apply, the contractor shall provide information to FHSU.
50. **Charge Back Clause:** If the contractor fails to deliver the product within the delivery time quoted on the contract, FHSU reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.
51. **Acceptance:** No contract provision or use of items by FHSU shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
52. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by FHSU. The Contractor may not release any materials without the written approval of FHSU.
53. **Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by FHSU.
54. **Vendor Contracts:** Include a copy of any contracts, agreements, licenses, warranties, etc. proposed. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)
55. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to FHSU to allow for a functional transition to another vendor.

Fort Hays State University  
DA-45/146a (Rev 12-19)

Contract No.: 22010  
Date: March 15, 2022

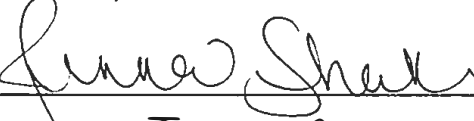
### CONTRACT

This contract is being established on the 1st day of March 2022 by and between Fort Hays State University and **LAG Rentals, LLC** (Contractor), 609 East 8<sup>th</sup> Street, Hays, KS 67601.

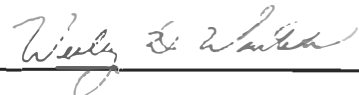
The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion Contract Award document, Fort Hays State University hereby accepts the offer of Contractor as expressed by Contractor's pricing.
2. It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to provide **Vehicle Rental Services** from March 1, 2022 – February 28, 2025 with the option to renew for two (2) additional one (1) year periods by written agreement of the parties. Fort Hays State University agrees to pay on delivery of the item(s) the amount(s) billed by Contractor in accordance with the pricing offered as shown on delivery invoice(s) of the Contractor to Fort Hays State University. Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.
3. Failure of Contractor to furnish the item(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract shall result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of Fort Hays State University.
4. It is understood and agreed that the provisions set out in the Fort Hays State University bid document for this contract are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that these documents are controlling over Contractor's bid, invoice, Fort Hays State University order forms or any other documents of the Contractor.
5. The provisions found in Contractual Provisions Attachment (DA-146a), shown on the reverse side of this Contract, is incorporated and made a part of this contract by reference.
6. The prospective contractor signature below certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal, State, or Local Department or Agency.
7. In the event of any disputes regarding the terms and conditions of this Contract or payments alleged to be due and owing, Contractor's sole remedy shall be with Fort Hays State University.

#### LAG Rentals, LLC

By:   
 Printed Name: Jenna Shook  
 Title: OWNER  
 Date: 4/14/2022

#### Fort Hays State University

By:   
 Printed Name: Wesley D. Wintch  
 Title: Vice President for Administration & Finance  
 Date: 03/18/2022

Approved \_\_\_\_\_  
 Fort Hays State University  
 General Counsel  


## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 12/19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Fort Hays State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

**Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.
15. **Boycotts of Israel Prohibited:** Kansas 2018 HB 2482 generally prohibits the University from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction, unless such company submits a written certification that such company is not currently engaged in a boycott of Israel. For the purposes of this Section, "company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, that exists for profitmaking purposes or to otherwise secure economic advantage. Accordingly, by executing this contract, Contractor hereby certifies that it is not currently engaged in a boycott of Israel.
16. **Harassment Policy:** Fort Hays State University prohibits sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <https://fhsu.edu/policies/documents/harassment-policy/index.pdf> and include the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint. Contractor and its employees, officials, agents, or subcontractors shall at all times comply with the University's policies on sexual harassment, discrimination, and retaliation.



## FHSU RENTAL CAR RESERVATION REQUEST FORM



Name of Traveler: \_\_\_\_\_

Travelers Phone Number: \_\_\_\_\_

Travelers Email Address: \_\_\_\_\_

Departure Date: \_\_\_\_\_ Departure Time: \_\_\_\_\_

Return Date: \_\_\_\_\_ Return Time: \_\_\_\_\_

Is this a 1-way rental **(Select One)**:      Yes      No

If "Yes" where will the vehicle be dropped off at: \_\_\_\_\_

Size of Vehicle Request (Select One):

Compact Car / Midsize Car / Full-size Car / Small SUV / Mid SUV / Minivan / Truck / 12 Pass Van

### FHSU Department Contact Information

Department Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Special Requests or Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EMAIL COMPLETED RESEVATION REQUEST FORM TO:**

**jamie\_day@rentlewis.com**

A confirmation email will be sent to the contact and traveler's email address above.

**Note: Hertz is open Mon. – Fri. 8:00 – 4:00 and Closed Sat. and Sun. Please plan accordingly.**

**A FHSU P-Card will be required at the time of pick-up.**