FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 26th day of May, 2020, by and between COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and EAN Services, LLC, a Delaware limited liability company, whose address is 600 Corporate Park Drive, St. Louis, MO 63105 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY desires to maintain vehicle rental services with CONTRACTOR according to terms and conditions established in the State of California's Department of General Services (DGS) Agreement #5159905 ("DGS Contract");

WHEREAS, COUNTY entered into Procurement Agreement Number P-16-130-C, effective March 1, 2016 (the "Procurement Agreement"), pursuant to which CONTRACTOR agreed to provide vehicle rental services in accordance with the terms and conditions established in the DGS Contract;

WHEREAS, COUNTY and CONTRACTOR entered into Amendment Number One (1), dated February 28, 2018 ("First Amendment to No. P-16-130-C") to revise Exhibits "One", "A", "F", and "G" of the Procurement Agreement, and extend the term for one additional twelve (12) month period, to expire February 28, 2019;

WHEREAS, COUNTY and CONTRACTOR converted the Procurement Agreement to a Board agreement on January 8, 2019 ("Agreement No. 19-012"), which increased the total compensation amount to \$500,000 for the term, inclusive of renewal periods, added an "Extension" provision through February 28, 2021, and added the "Disclosure of Self-Dealing Transactions" form as an attachment to Agreement No. 19-012;

WHEREAS, the DGS Contract was amended on February 27, 2020 to revise Exhibits "A", "F", and "G" of the DGS Contract, and update the Scope of Work, and short-term and long-term rental costs ("Amended DGS Contract");

WHEREAS, COUNTY desires to amend Agreement No. 19-012 to reflect the updated exhibits and rates in the DGS Contract;

WHEREAS, CONTRACTOR is willing to continue to extend vehicle rental services to COUNTY pursuant to the Amended DGS Contract and Agreement 19-012, which are attached and incorporated

by this reference; and

WHEREAS, in light of the foregoing, COUNTY and CONTRACTOR now wish to enter into this First Amendment, to reflect the new exhibits and rates in the Amended DGS Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

- 1. Exhibits "A", "F", and "G" of Agreement 19-012 are deleted in their entirety, and replaced with the DGS Contract's updated Exhibits "A", "F", and "G", which are attached to this First Amendment as A-1, F-1, and G-1, and incorporated by this reference;
- 2. Section "Additional Items" on page one (1) is deleted in its entirety, and replaced with the following:

"The COUNTY reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing, and signed by both parties. The Director of Internal Services/Chief Information Officer ("ISD Director/CIO") is authorized to negotiate additional items to this Agreement. Furthermore, the ISD Director/CIO reserves the right at any time during the term of this Agreement to execute future rate adjustment documents."

COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend
Agreement 19-012, and, that upon execution of the First Amendment, the Procurement Agreement, as
amended, Agreement 19-012, and this First Amendment together shall be considered "the
Agreement."

Agreement No. 19-012, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions, and promises contained in Agreement 19-012 and not amended herein shall remain in full force and effect.

1	1 EXECUTED AND EFFECTIVE as of the date first at	pove set forth.
2	2	
3	3 CONTRACTOR COUR	NTY OF FRESNO
4		+ Bulygumen
5		t Buddy Mendes, Chairman of the for Supervisors of the County of
6	6 Lisa Holmes Contract Managur Fresh	
7		
8	150 N Sunrise Ave	
9	Roseville CA 95661	·0.T.
10	Remi	ce E. Seidel
	Clerk	of the Board of Supervisors ty of Fresno, State of California
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1. SCOPE OF WORK

- A. The Department of General Services (DGS), Office of Fleet and Asset Management (OFAM), Statewide Travel Program (STP) hereinafter referred to as "State" or "DGS/STP" is contracting for services for rental vehicles used by all State employees and Optional Users traveling on official State business.
- B. The State and EAN Services, LLC (hereinafter referred to as the "Contractor"), hereby agree that the Contractor will provide the State and Optional Users with statewide and national commercial car rental services in accordance with the terms and conditions of this Agreement.
- C. The Contractor shall provide direct billing accounts set up and online reservation verification activities in accordance with its Technical Proposals, **Attachment 1**, attached hereto and incorporated by reference. Activities described in the Technical Proposal shall be provided by the Contractor at no-cost to the State.
- D. The Contractor agrees that the terms and conditions set forth herein supersede any policies and provisions of any Contractor rental document. Representations by, and obligations of, the Contractor, hereunder are also representations by, and obligations of, Contractor's participation franchisees and subcontractors.

2. AGREEMENT

- A. The Contractor agrees to provide State employees and Optional Users short term and long term statewide and national commercial car rental (CCR) services for official State business.
- B. The Contractor must maintain a participating location at the seventeen (17) California airport and high volume off airport locations shown below. Contractor shall provide express service at the fourteen (14) airports listed.
 - 1) Sacramento (SMF)
 - 2) Ontario (ONT)
 - 3) Burbank (BUR)
 - 4) San Diego (SAN)
 - 5) Los Angeles (LAX)
 - 6) Orange County (SNA)
 - 7) Oakland (OAK)
 - 8) Fresno (FAT)
 - 9) San Francisco (SFO)
 - 10) San Jose (SJC)
 - 11) San Luis Obispo (SBP)
 - 12) Long Beach (LGB)
 - 13) Santa Rosa (STS)
 - 14) Monterey (MRY)

- 15) Downtown Sacramento
- 16) Elk Grove
- 17) Redding
- C. All Participating Locations, hours of operation and express service availability are identified in **Attachment 2** hereby incorporated by reference and made part of this agreement as if attached hereto. Full compliance with the terms of this Agreement is required of the Contractor and all its Participating Locations listed in **Attachment 2**. Contractor shall provide the Statewide Travel Program, Contract Administrator an updated listing of Participating Locations as part of the Quarterly Review process.
- D. The rates specified in **Exhibit F** and **Exhibit G** are in effect for the current contract term; however, Contractor may request a price increase for contract extensions in accordance with the following procedure:
 - 1) The State may authorize rate increases should the State decide to execute the option to extend the contract. The rate price increase shall in no case exceed the Consumer Price Index (CPI) for the previous calendar year. A written request for the rate increase must be submitted to the DGS/STP Contract Administrator at least ninety (90) days prior to the effective date. The CPI is calculated according to the Consumer Annual Average for California which Contractor will find at the State of California, Department of Finance, Economic Research Section, Sacramento, California, telephone number (916) 322-2263.

3. TERM

- A. The term of this contract is upon execution of the contract through February 28, 201821. This Agreement cannot be considered binding on either party until contract execution. This contract is considered executed upon approval by DGS, Office of Legal Services.
- B. Direct billing accounts set up and online reservation verification activities will commence as stated in the Schedule contained in the Contractor's Technical Proposal,
 - **Attachment 1**. Such activities shall be completed prior to Period of Performance stated in Paragraph C. below.
- C. The Period of Performance for providing statewide commercial car rental services shall be March 1, 2016 through February 28, 201821, all extension options have been utilized.

4. RESERVATIONS

A. Contractor shall fulfill all rental vehicle requests from State employees and Optional users made through the authorized short term, long term or emergency reservation process.

B. Short Term Vehicles

- Contractor shall load CALIFORINA STATE CONTRACT RATES and contract terms for all participating locations listed in **Attachment 2** into the Global Distribution System (GDS). The State of California will verify that the online booking tool contains appropriate BASE RATES at a random number of participating locations prior to the Period of Performance for providing statewide commercial car rental services.
- 2) Except during an emergency, reservations can only be made through the online booking tool or through the State's authorized travel agency.
- 3) Contractor will not charge the State more than the contract rates set forth in **Exhibit F**.
- 4) Rates shown in **Exhibit F** must be available at all California and national locations shown in **Attachment 2**.

C. Long Term Vehicles

- 1) State employees and Optional Users shall make all long term reservations directly with the Contractor. Contractor shall provide a contact for State and Optional Users to book all long term reservations. However, in the future at the State's option, the Contractor may be required to load long term rates into the GDS. The State shall formally notify the Contractor in writing should long term rates and contract terms require entry into the GDS and be made available at all participating locations listed in **Attachment 2**.
- 2) State long term vehicle rentals require advance approval from OFAM. Prior to fulfilling a long-term reservation, Contractor must receive an approval form that has been signed by the OFAM Chief, and/or Assistant Chief or delegate prior to fulfilling long term vehicle reservations. This process will not apply to Optional Users.
- 3) Contractor will not charge the State more than the contract rates set forth in **Exhibit G**.
- 4) Rates shown in **Exhibit G** must be available at all California and national locations shown in **Attachment 2**.
- 5) Contractor shall create direct billing accounts as needed to fulfill a reservation.

D. Emergency Vehicles

- State employees shall make all emergency reservations directly with the Contractor and as further described in Contractor's **Technical Proposal**, **Attachment 1-** Section IV. Emergencies.
- 2) Contractor must fulfill requests for emergency vehicles within eight (8) hours.
- 3) When multiple entities are responding to an emergency Contractor shall grant recognized public agencies as ordered in the State of California Governor declared "Proclamation of a State of Emergency" priority consideration when fulfilling emergency vehicle reservations.

5. CONTRACT ADMINISTRATION

All inquiries during the term of this Agreement will be directed to the representatives listed below:

DGS/STP Contract Administrator	EAN Services, LLC Contact
Georgia Kattenhorn	Lisa Holmes
707 3 rd Street, MS 600	150 N Sunrise
West Sacramento, CA 95605	Roseville, CA 95661
PH: (916) 376-3990	PH: (916) 787-4500
FAX: (916) 376-3999	
Email: Georgia.Kattenhorn@dgs.ca.gov	Email: lisa.m.holmes@ehi.com

6. PERFORMANCE

- A. Should the Contractor fail to commence work at the agreed upon time, the DGS, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between its contracted bid price and the actual cost of performing the work by another contractor.
- B. Contractor will identify the name, business address and portion of work to be completed by each subcontractor who performs work under this contract.
- C. Contractor shall not turn away State employees utilizing this contract excluding those employees affected by the Contractor's Do Not Rent Policy or who have not complied with the State's mandatory booking process.
- D. The Contractor's Do Not Rent Policy In extreme cases, the Contractor has the right to refuse services to any State employee conducting themselves in a hostile, unprofessional, confrontational or harassing manner. The Contractor will have

their rental agent or branch manager record a summary of the occurrence and the State will review and discuss the occurrence with the State employees supervisor and the Contractor.

E. Full compliance with the terms of this Agreement is required of the Contractor and all its participating locations listed in **Attachment 2**. Any material deviation from standard rental car practices, or from the terms of this Agreement, may constitute cause for an individual participating location to be placed in an immediate nonuse status until such time as the State determines that proper remedial measures have been taken.

7. <u>DEFINITIONS</u>

- A. The following definitions will be used for this Agreement:
 - 1) <u>STATE EMPLOYEE</u> a State employee is an officer or employee of the Executive Branch of California State Government.
 - 2) <u>OPTIONAL USERS</u> In addition to the officers and employees of the Executive Branch, the following may, but are not required to, obtain services under these contracts providing they are on authorized State business and/or authorized pursuant to local laws.
 - Non-Salaried: Persons who are on official State business and whose travel expenses are paid by the State (this includes volunteers, members of official task forces, consultants and members of some commissions and boards).
 - b) Elected Constitutional Officers: Governor, Lieutenant Governor, State Controller, Attorney General, Secretary of State, Superintendent of Public Instruction, State Treasurer, Insurance Commissioner, members of the Board of Equalization, and members of the staff of the above constitutional officers.
 - c) State Legislative Branch: Members of the State Senate, Members of the State Assembly, and Legislative staff members.
 - d) State Judicial Branch: Justices, officers, and employees of the Supreme Court of California, the Courts of Appeal, the Judicial Council of California and the State BAR of California.
 - e) Executive Protection: Persons providing executive protection to anyone authorized to use these contracted rates.
 - f) Local Agencies: Elected officials and other personnel of local agencies within California, to the extent that the travel is undertaken in accordance with the laws governing those agencies; persons employed by or affiliated

with the California League of Cities (CLC), the California State Association of Counties (CSAC), the California State Districts Association (CSDA) or affiliated organizations. Whenever the term "State business" is used in this agreement, it shall be read to include travel undertaken to perform the official business of local agencies, CLC, CSAC, CSDA or the affiliated organizations referred to herein.

- g) Kindergarten through Grade Twelve (K-12) Public School Districts: Persons on official business for K-12 educational institutions that are supported with public funds and are authorized by action of and operated under the oversight of a publicly constituted Local or State educational agency.
- h) Employees of the California State University System (CSU), University of California System (UC), and California Community Colleges.
- B. <u>BASE RATE</u> The charge for vehicle rental not including transactional taxes, fees and surcharges.
- C. <u>CITY AND SUBURBAN LOCATIONS</u> Any location that does not meet the definition of on-airport or off-airport location shall be referred to as a city or suburban location. These locations participating in the State of California program will comply with the provisions of this Agreement.
- D. <u>DAILY BASE RATE</u> The Base Rate charge per day (24 hours) for vehicle rental.
- E. <u>EMERGENCY</u> An urgent circumstance officially identified by the Governor of the State of California as a "Proclamation of a State of Emergency" and requiring an immediate response by recognized public agencies as ordered in the Proclamation.
- F. <u>EXPRESS SERVICE</u> Completed rental agreement and key may be in vehicle or delivered to renter by an attendant. Driver's license checks can be done at the gate, at the Express Service counter where available, by a roving employee of the Contractor or in any manner consistent with industry/government laws, rules, and regulations. This will not be applicable for long term rentals.
- G. <u>GLOBAL DISTRIBUTION SYSTEM (GDS)</u> The automated reservation systems used by the commercial travel industry for booking available vehicles, e.g., Sabre, Galileo/Apollo, Worldspan, Amadeus, etc.
- H. <u>LONG TERM RENTAL</u> Transaction where rental period is at least thirty (30) days. State long term rentals require the advance approval by OFAM, Chief and/or Assistant Chief or delegate prior to fulfilling reservation.

- I. MAX CAP RATE (MCR) DAILY The maximum daily rate Contractor can charge per vehicle class type rented at any California airport. It is comprised of the Daily Base Rate plus fees as applicable to a specific airport, up to the maximum rate. Sales tax and refueling charges are not included in the Rate.
- J. MONTHLY BASE RATE The Base Rate charge per month [thirty (30) continuous days] for vehicle rental.
- K. <u>NORTHERN, CENTRAL AND SOUTHERN LOCATIONS</u> The map below defines the regions the State identifies as Northern, Central and Southern California locations.

Regions Identified as Northern, Central and Southern California Locations (By County)



Region	County
Northern	Del Norte
Northern	Siskiyou
Northern	Modoc
Northern	Humboldt
Northern	Trinity
Northern	Shasta
Northern	Lassen
Northern	Tehama
Northern	Plumas
Northern	Mendocino
Northern	Glenn
Northern	Butte
Northern	Sierra
Northern	Lake
Northern	Colusa
Northern	Sutter
Northern	Yuba
Northern	Nevada
Northern	Sonoma
Northern	Napa
Northern	Yolo
Northern	Placer
Northern	Marin
Northern	Solano
Northern	Sacramento
Northern	El Dorado
Northern	Contra Costa
Northern	Alameda
Northern	San Francisco
Northern	San Mateo
Northern	Santa Cruz
Northern	Santa Clara
Central	Amador
Central	San Joaquin
Central	Calaveras
Central	Alpine
Central	Stanislaus
Central	Tuolumne
Central	Mono
Central	Mariposa
Central	Merced
Central	Madera
Central	San Benito

Region	County
Central	Monterey
Central	Fresno
Central	Inyo
Central	Kings
Central	Tulare
Central	San Luis Obispo
Central	Kern
Central	Santa Barbara
Southern	Ventura
Southern	Los Angeles
Southern	San Bernardino
Southern	Orange
Southern	Riverside
Southern	San Diego
Southern	Imperial

- L. <u>OFF-AIRPORT LOCATION</u> Office located outside the airport terminal property or an area so designated specifically for car rental services for the airport. Shuttle services are provided for these locations. Hours of operation for an off-airport location or office shall be consistent with normal business hours.
- M. <u>ON-AIRPORT LOCATION</u> Office located within the airport terminal, or an area within the airport property so designated specifically for car rental services. Vehicles may be located in a satellite location. Hours of operation for an on-airport location or office shall be consistent with airport operating hours.
- N. <u>OVERAGE CHARGE</u> Incremental overtime charge Contractor can apply for vehicles returned outside of the rental period.
- O. <u>PARTICIPATING LOCATIONS</u> Contractor locations that offer vehicles for rent under the terms and conditions of this Agreement.
- P. <u>SHORT TERM RENTAL</u> Transaction where rental period is less than thirty (30) days.
- Q. <u>WEEKLY BASE RATE</u> The Base Rate charge per week [seven (7) continuous days] for vehicle rental.
- R. <u>HYBRID ELECTRIC VEHICLES (HEVs)</u> combine an internal combustion engine with a battery and electric motor.

- S. <u>PLUG-IN HYBRID ELECTRIC VEHICLES (PEVs)</u> combine both an electric motor that is battery powered and can be plugged in and recharged and a gasoline engine that can be refueled.
- T. <u>ZERO EMISSION VEHICLES (ZEVs)</u> emit no emissions from the onboard source of power.

8. DESCRIPTION OF SERVICES

A. RENTAL OFFICES

Contractor will provide rental offices and/or on-airport counters that are staffed, well-lit, clean, properly maintained and clearly defined as the Contractor's area for business. Contractor must provide personnel who are professional and courteous at all times. Repeated failure to fulfill reservations will result in individual locations being placed on a nonuse status. If the size/class car reserved is not available, the Contractor will substitute an upgraded vehicle at the same price with renter's consent.

B. RENTAL AGREEMENT PROCEDURES

- 1) Contractor shall fulfill all rental vehicle requests from State employees and Optional users made through the authorized short term, long term or emergency reservation process. Persons who are 21 or older are authorized to operate vehicles rented under this Agreement and, if properly licensed, include the renter, and without additional charge, the renter's fellow employees traveling on official State business. Such additional drivers need not be listed on the rental agreement.
- 2) The vehicle to be rented will be ready for dispatch with a full tank of gas, to the extent possible. The renter will be furnished a copy of the Contractor's rental agreement and will not be bound by any stipulation therein which is inconsistent with this Agreement.
- 3) The Contractor shall provide market fuel prices for any vehicle returned with less than the level of fuel it had when the renter picked it up. This rate will not exceed the U.S. and Energy Administration weekly average rate as published at http://www.eia.doe.gov/oog/info/gdu/gasdiesel.asp. In accordance with the California State Constitution, Article 16, section 6, prepayment is not allowed under any circumstance.
- 4) The Contractor will provide a toll free number for State employees, in the event of an accident and/or a vehicle becomes inoperable and a replacement vehicle is required. The Contractor shall be available to provide instructions for the disposition of the disabled vehicle.

5) At the completion of each rental, the Contractor will provide an itemized receipt of services that will contain all charges for the vehicle. The receipt should also contain the renters name and information provided prior to the rental. Should a credit be issued, the Contractor will provide receipt reflecting such correction at the time of vehicle return.

C. VEHICLE REQUIREMENT

Rental vehicles will be properly licensed, clean and maintained in a safe operating condition, be no more than two (2) years old, and have no more than 40,000 miles on the odometer. Pickup Trucks and 4WD pickup trucks should be at least ½ ton, full–size, two door regular cab with a 6' bed. Minivans must contain at least seven (7) seatbelts to accommodate a driver and six (6) passengers. The Contractor shall provide vehicles with no advance notice with the exception of American with Disabilities Act vehicles.

D. AVAILABLE INVENTORY FOR STATE EMERGENCY VEHICLES

Contractor shall maintain a vehicle inventory capable of meeting the State's vehicle rental needs necessary to respond to emergencies. Contractor may be required to relocate inventory from other participating locations to meet such demands. The State shall not be responsible for costs incurred by the Contractor to relocate vehicles in order to meet State emergency vehicle demands.

E. CLEAN AND FUEL EFFICIENT VEHICLES

The Contractor shall provide Hybrid Electric Vehicles (HEVs), Plug-In Hybrid Electric Vehicles (PEVs) and Zero Emission Vehicles (ZEVs) in a compact or intermediate size at the contract rate. A resource for identifying these vehicles can be found on the California Air Resources Board Drive Clean web page http://www.driveclean.ca.gov/.

F. MAINTENANCE AND REPAIR

All maintenance and repair of the rented vehicles in accordance with manufacturer's instructions on maintenance, will be the responsibility of the Contractor. For long term rentals, the Contractor must provide renters with routine vehicle maintenance schedules and specific instructions for obtaining any required maintenance and repair. Any required maintenance and repair must be performed at or within the general vicinity of the rental location. The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.

G. AMERICAN WITH DISABILITIES ACT (ADA)

Contractor will comply with the ADA of 1990, as required by Titles II and III of the ADA (42 U.S.C. 1201 et seq.), which prohibits discrimination on the basis of

disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

H. REVENUE SHARE

- The Contractor shall submit a Revenue Share check to the DGS/STP Contract Administrator within sixty (60) days of the end of each quarter equal to the percentage of total Base Rates charges as specified in **Exhibit F** and **Exhibit G**.
- 2. The DGS/STP Contract Administrator will rely on reports received from the Contractor to determine total Base Rate charges less refunds. This report will provide details of the Base Rate totals, refunds applied, and other charges to clearly indicate how the Revenue Share was determined.

I. REPORTS

- 1. REPORTING REQUIREMENTS: Reporting required will include short term, long term and monthly reconciliation reports. Contractor will submit data utilizing the sample formats provided or in another format provided by the contractor and approved by the State. Reports must be in Excel format or another format where data can be sorted and manipulated. The data categories identified will be supplied in each report. Additional data categories and reports may be requested by the State in order to capture transaction detail and/or account performance. All reports will capture all transaction detail with a minimum of the following categories:
 - Agency Name
 - Driver Name
 - Check-out location and Check in location and dates (separate columns)
 - Total Days Rented
 - Miles Driven or odometer in/out
 - Car Class (Vehicle Car Type)
 - Rate Used (Daily, Hourly, Weekly, Monthly)
 - Fuel Charges
 - Taxes
 - As applicable State and local Government fees and surcharges, and/or airport fees
 - Total Billed Charges
 - Make, Model, Year, License Plate #, VIN# (separate columns)
 - Invoice #, Billing #, Reservation # (separate columns)
- 2. <u>REPORTS FOR ALL CONTRACT USE / SHORT TERM</u> The Contractor will provide one electronic report to the DGS/STP by the 25th day after the preceding month that includes all short term transactions under the contract

with, at a minimum, the data categories identified above. The report must separate and total State transactions and Optional User transactions.

	Renter Name	Rental City	Date Out	<u>Date</u> <u>In</u>	Total Days	Miles Driven	Car Class	Daily Rate	Hourly Rate	Weekly Rate	Sales Tax	Fuel	Other taxes/fees	Credits	Total Amt Due	Cost Code	Time Out	Time In	Rental Office Address	Rental State	<u>Year</u>	Make	Mod
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3. <u>REPORTS FOR ALL CONTRACT USE / LONG TERM</u> – The Contractor will provide one electronic report to the DGS/STP by the 25th day after the preceding month that includes all long term transactions under the contract with, at a minimum, the data categories identified above. The report must separate and total State transactions and Optional User transactions.

Agency Name	Renter Name	Date Out	Date In	Total Days	Odometer In/Out	Miles Driven	Car Class	License Plate #	VIN#	Monthly Rate	Weekly Rate	Daily Rate	Sales Tax	Fuel	Other taxes fees	Total Amt Due	Vehicle Type	Make	Model	Year	Date Approvement by OFAM
							S	A	WH		R.										

4. <u>REPORTS FOR MONTHLY RECONCILIATION</u> – The Contractor will email monthly direct billing reports to each State department and Optional User for billing reconciliation. The STP Contract administrator must receive a copy of these reports at time of delivery. These reports use a similar format and contain the same minimum data requirements with additional data fields to capture additional rental time, adjustments and car class requested/received.

										Re	conc	iliatio	n R	epo	rt									
Acco Invoi	rtmen unt Nu ice Dat lor Na	imber te:																						
Invoice Number	Renter Name	Date Out	Date In	Total Days	Time Out	Time In	Total Rental Time	Rental Office Address	Odometer In/Out	Total Miles	Base Rate Daily, Weekly,	Additional Time Charges (Hourly)	Sales Tax	Fuel	Other TaxesFees	Total Amt Due	Adjustments	Requested Car Class	Car Class Revd	License Plate#	Make	Model	Year	Color
								S	AN	H	Н	B												

- 5. The State will work with the Contractor to establish an acceptable reporting and delivery format.
- 6. The Contractor will provide additional detailed transaction reports as needed.
- File Transfer Protocol (FTP) If the Contractor supports FTP the Contractor shall set up an FTP account for the DGS and provide a download schedule. Data must be delivered by email.

8. QUARTERLY REVIEW:

- a. The Contractor will meet quarterly with DGS/STP to review services, data reports, and projected revenue in the month succeeding the quarter in review. A quarterly meeting schedule will be established once Agreement is executed.
- b. The Contractor shall provide the DGS/STP Contract Administrator an updated listing of Participating Locations.
- c. The DGS/STP may periodically review all charges including but not limited to taxes, State and local Government fees and surcharges, and/or airport fees with the Contractor to substantiate that the State of California is subject to charges listed on rental receipts.

J. MARKETING AND PROMOTIONAL ADS

All marketing and promotional ads regarding this contract must receive written approval by the DGS/STP Contractor Administrator, prior to distribution.

EXHIBIT F-1 SHORT TERM RENTAL COST TABLE (BASE RATES)

Complete the table below: Enter the Daily, Weekly and Maximum Cap Rate Daily rate for each VCT in U.S. dollars and cents up to two (2) decimal digits. If offering more than minimum Revenue Share percentage, enter a percentage on Additional Revenue Share line.

VEHICLE CLASS TYPE:	DAILY	WEEKLY	MAXIMUM CAP RATE DAILY
Compact	\$36.06	\$144.24	\$54.64
Mid-Size/Intermediate	\$36.06	\$144.24	\$54.64
Full-Size	\$38.25	\$152.98	\$57.91
Mini Van	\$61.19	\$244.77	\$85.23
Four Wheel Drive (4WD)/Sport Utility Vehicle	\$61.19	\$244.77	\$85.23
Pick Up Truck	\$76.49	\$305.96	\$102.72
Hybrid Electric Vehicle	\$45.89	\$183.58	\$67.75
Plug-In Hybrid Electric Vehicle / Zero Emission Vehicle	\$45.89	\$183.58	\$67.75

REVENUE SHARE	Percent of all Base Rate Charges per Quarter
Minimum Requirement:	3%
Additional Revenue Share above 3%: (i.e. 0.70%)	7%
Total Revenue Share: (i.e. 3.70%)	10%

Note: The State of New York is exempt from the Base Rate listed above. Such rates are subject to open market rates quoted at time of actual car rental.

Exhibit F-1

SHORT TERM RENTAL COST TABLE (ADDITIONAL BASE RATES)

VEHICLE CLASS TYPE (VCT)	VEHICLE DESCRIPTION	DAILY	WEEKLY
SCAR	Standard	\$38.25	\$152.98
PCAR	Premium	\$72.12	\$382.45
LCAR	Luxury	\$96.16	\$437.09
SFAR	Medium SUV	\$96.16	\$573.68
FFAR	Large SUV	\$125.66	\$753.98
PRAR	Premium SUV	\$136.59	\$819.54
FVAR	Large Van	\$132.32	\$793.32
SKAR	Cargo Van	\$87.32	\$437.09

RENT-A-TRUCK RENTAL RATES

VEHICLE CLASS TYPE (VCT)	VEHICLE DESCRIPTION	DAILY	WEEKLY
SKAR	Cargo Van	\$87.42	\$437.09
JKAR	Mini-Cargo Van	\$72.12	\$360.60
UKAR	High Top Cargo Van	\$98.35	\$491.73
OQAR	3⁄4 Ton Pickup Truck w/Tow	\$98.35	\$491.73
BCUT	15' Cutaway Box Van w/Ramp	\$76.49	\$382.45
DBOX	16' Box Truck	\$92.88	\$464.41
FBOX	24' Box	\$109.27	\$546.36
GBOX	26' Box Truck	\$109.27	\$546.36
DSTK	14' Stake Bed	\$92.88	\$464.41
FSTK	24' Stake Bed	\$109.27	\$546.36

EXHIBIT G-1LONG TERM RENTAL COST TABLE (BASE RATES)

Complete the table below: Enter the Daily, Weekly and Monthly rate for each VCT in U.S. dollars and cents up to two (2) decimal digits. If offering more than minimum Revenue Share percentage, enter a percentage on Additional Revenue Share line.

VEHICLE CLASS TYPE (VCT):	DAILY	WEEKLY	MONTHLY
Compact	\$20.04	\$140.28	\$601.00
Mid-Size/Intermediate	\$20.04	\$140.28	\$601.00
Full-Size	\$21.85	\$152.98	\$655.64
Mini Van	\$34.61	\$242.25	\$1,038.09
Four Wheel Drive (4WD)/Sport Utility Vehicle	\$28.78	\$201.48	\$863.25
Pick Up Truck	\$28.78	\$201.48	\$863.25
Hybrid Electric Vehicle	\$26.41	\$184.88	\$792.23
Plug-In Hybrid Electric Vehicle / Zero Emission Vehicle	\$26.41	\$184.88	\$792.23

REVENUE SHARE	Percent of all Base Rate Charges per Quarter		
Minimum Requirement:	3%		
Additional Revenue Share above 3%: (i.e. 0.70%)	7%		
Total Revenue Share: (i.e. 3.70%)	10%		

Note: The State of New York is exempt from the Base Rate listed above. Such rates are subject to open market rates quoted at time of actual car rental.

Exhibit G-1

LONG TERM RENTAL COST TABLE (ADDITIONAL BASE RATES)

VEHICLE CLASS TYPE (VCT)	VEHICLE DESCRIPTION	DAILY RATE	WEEKLY RATE	MONTHLY RATE
SCAR	Standard	\$21.85	\$152.98	\$655.64
PCAR	Premium	\$45.54	\$318.81	\$1,365.91
LCAR	Luxury	\$49.17	\$344.21	\$1,475.18
SFAR	Medium SUV	\$45.54	\$318.81	\$1,365.91
FFAR	Large SUV	\$65.56	\$458.94	\$1,966.91
PRAR	Premium SUV	\$72.86	\$510.04	\$1,2,185.45
FVAR	Large Van	\$65.56	\$458.94	\$1,966.91
SKAR	Cargo Van	\$87.22	\$436.12	\$1,395.59

RENT-A-TRUCK RENTAL RATES

VEHICLE CLASS TYPE (VCT)	VEHICLE DESCRIPTION	DAILY RATE	WEEKLY RATE	MONTHLY RATE
SKAR	Cargo Van	\$87.22	\$436.12	\$1,395.59
JKAR	Mini-Cargo Van	\$71.70	\$358.56	\$1,147.36
UKAR	High Top Cargo Van	\$98.35	\$491.73	\$1,502.50
OQAR	¾ Ton Pickup Truck w/Tow	\$98.35	\$491.73	\$1,681.71
BCUT	15' Cutaway Box Van w/Ramp	\$76.49	\$382.45	\$1,529.82
DBOX	16' Box Truck	\$92.88	\$464.41	\$1,857.63
FBOX	24' Box	\$109.27	\$546.36	\$2,185.45
GBOX	26' Box Truck	\$109.27	\$546.36	\$2,185.45
DSTK	14' Stake Bed	\$92.88	\$464.41	\$1,857.63
FSTK	24' Stake Bed	\$109.27	\$546.36	\$2,185.45