

CONTRACT INFORMATION SHEET

DATE: April 7, 2016

Contract No.: P-16-130-C Vendor Number: 0000098658-2
Contract Title: Vehicle Rental Services Name/Address: Enterprise Rent-A-Car
199 Roseville Ave.
Roseville, CA 95661
Contract Period: 03/01/16 - 02/28/18 Representative: Lisa Holmes
Using Agencies: Fleet Services Phone No.: 916.240.1169
Email: Lisa.M.Holmes@ehi.com
Terms: Net 45

Total Contract Amt.: \$99,900.00
Buyer Name: S.W. Kirby

Requisition No: 8911600542 Org: 8910
Supersedes: P-15-042-C

☒ NEW ☐ RENEWAL ☐ ADJUSTMENT
☐ TICK DATE ☐ XXX REFERENCE (RFQ# / RFP#) State of CA Contract #5159905

DESCRIPTION: Provide Vehicle Rental Services in accordance with this agreement, State of California Agreement#5159905 (Exhibit No. One) and Exhibits "A", "F" and "G". Each document is attached and by this reference made a part hereof.

SPECIAL INSTRUCTIONS: This agreement shall become effective March 1, 2016 and shall remain in effect through February 28, 2018. The agreement may be extended for three (3) additional one (1) year periods by mutual written consent of all parties.

DISTRIBUTION:	Completed By:	Date:	Completed By:	Date:
DEPARTMENT: <u>Fleet Services</u>	<u></u>	<u></u>	<u></u>	<u></u>
REQUISITIONER: <u>Allen Moore</u>	<u></u>	<u></u>	<u></u>	<u></u>
<u>Dennis Kerns</u>	<u></u>	<u></u>	<u></u>	<u></u>
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County of Fresno

INTERNAL SERVICES DEPARTMENT
ROBERT BASH, DIRECTOR - CIO

Facility Services • Fleet Services • Graphics
Information Technology • Purchasing
Security • Telecommunications

PROCUREMENT AGREEMENT

Agreement Number P-16-130-C

March 23, 2016

Lisa Holmes
Enterprise Rent-A-Car
199 N. Sunrise Avenue
Roseville, CA 95661

The County of Fresno (County) hereby contracts with Enterprise Rent-A-Car (Contractor) to provide Vehicle Rental Services in accordance with the text of this agreement, State of California Agreement #5159905 (Exhibit No. One) and Exhibits "A", "F" and "G". Each document is attached and by this reference made a part hereof.

TERM: This Agreement shall become effective March 1, 2016 and shall remain in effect through February 28, 2018.

EXTENSION: This Agreement may be extended for three (3) additional one (1) year periods by the mutual written consent of all parties.

MINIMUM ORDERS: Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

CONTRACTOR'S SERVICES: Contractor shall perform the services as described in Exhibit One attached, at the rates set forth in Exhibits "F" and "G".

ORDERS: Orders will be placed on an as-needed basis by Internal Services Dept., Fleet Services under this contract.

PRICES: Prices shall be firm for the contract period. Any pricing changes which may take place during the life of the contract must be submitted in writing to the County of Fresno Purchasing Manager and received no less than thirty (30) days prior to becoming effective.

MAXIMUM: In no event shall services performed and/or fees paid under this Agreement be in excess of Ninety Nine Thousand Nine Hundred Dollars (\$99,900.00).

ADDITIONAL ITEMS: 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.

DELIVERY: The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

DEFAULT: In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing

market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

INVOICING: An itemized invoice in duplicate shall be mailed to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoice terms shall be Net 45 Days.

INVOICE TERMS: Net forty five (45) days from the receipt of invoice.

TERMINATION: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

LAWS AND REGULATIONS: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

AUDITS AND RETENTION: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses, causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If Contractor employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

Enterprise Rent-A-Car

March 23, 2016

D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within Thirty (30) days from the date Contractor signs and executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Fleet Services Attn. Allen Moore 4551 E. Hamilton Ave., Fresno, CA 93702, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

AMENDMENTS: This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

INCONSISTENCIES: In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding State of California Agreement #5159905 (Exhibit One) and Exhibits "A", "F" and "G" and (2) State of California Agreement #5159905 (Exhibit One) and Exhibits "A", "F" and "G".

GOVERNING LAWS: This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

Please acknowledge your acceptance by returning **all pages** of the signed original of this Agreement to my office, retaining a copy for your files.

Please refer any inquiries in this matter to Shannon W. Kirby, Purchasing Analyst, at (559) 600-7116 or skirby@co.fresno.ca.us

FOR THE COUNTY OF FRESNO



Gary E. Cornuelle
Purchasing Manager
4525 East Hamilton Avenue
Fresno, CA 93702-4599

Date: _____
GEC:SWK:cf

3-23-16

CONTRACTOR TO COMPLETE:

Company: EAN Services, LLC

Type of Entity:

☐ Individual

☒ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

☐ General Partnership

Susan Irwin Vice President

3/31/16

Print Name and Title

Date

Susan M. Irwin
Signature (In Blue Ink):

Print Name and Title

Date

Signature (In Blue Ink):

150 N Sunrise Ave Roseville CA 95747

Address

City

State

Zip

(916) 787-4500

(916) 827-4694

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

ACCOUNTING USE ONLY

ORG No.: 8910

Account No.: 7355

Requisition No.: 8911600542

(09/2015)

**STATE OF CALIFORNIA
AGREEMENT NO. 5159905
(EXHIBIT NO. ONE) AND
EXHIBITS “A”, “F” AND “G”**

EXHIBIT ONE

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 5159905
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of General Services

CONTRACTOR'S NAME

EAN Services, LLC

2. The term of this Agreement is: Upon DGS approval through February 28, 2018 with three one-year options to extend

3. The maximum amount of this Agreement is: \$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work	12 Pages
Exhibit B - Budget Detail and Payment Provisions	2 Pages
Exhibit C* - General Terms and Conditions (GTC 610) effective 6/9/2010	
Exhibit D - Special Terms and Conditions	2 Pages
Exhibit E - Insurance Terms and Conditions	4 Pages
Exhibit F - Short Term Rental Cost Table	1 Page
Exhibit G - Long Term Rental Cost Table	1 Page
Attachment 1 - Short and Long Term Technical Proposals	26 Pages
Attachment 2 ** - Participating Locations	
Attachment 3 - Contractor Certification Clauses (CCC-307)	4 Pages

Items shown with an Asterisk, are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at:
 (*) <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> or (**) <http://www.dos.ca.gov/Travel/Programs/RentInqVehicle.aspx>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

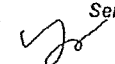
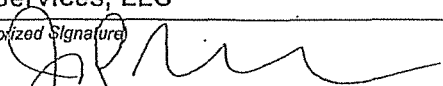
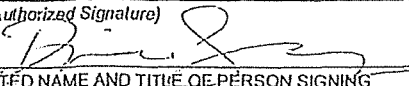
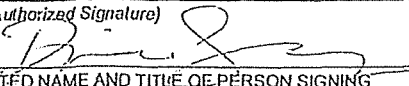
CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
EAN Services, LLC		
BY (Authorized Signature)	DATE SIGNED (Do not type)	 APPROVED JAN 27 2018 OFFICE OF GENERAL SERVICES DEPT. OF GENERAL SERVICES
	1/19/16	
PRINTED NAME AND TITLE OF PERSON SIGNING		
JAY Goulet, ASST SEC.		
ADDRESS		☐ Exempt per:
600 Corporate Park Dr, St. Louis, MO, 63105		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of General Services		 APPROVED JAN 27 2018 OFFICE OF GENERAL SERVICES DEPT. OF GENERAL SERVICES
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	1/22/16	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Diane Leung, MAUI SUPERVISOR		☐ Exempt per:
ADDRESS		
707 3 rd Street, West Sacramento, CA 95605-2811		

EXHIBIT A

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

EXHIBIT A

- 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, 2018. 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, 2018. The State reserves the right to extend the contract term for three (3) one-year terms at the Base Rates including CPI adjustment if applicable. The State shall endeavor to give notice of its intention to extend the contract term at least one hundred and twenty (120) days before expiration of the current term.

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
 - 1) Contractor shall load CALIFORNIA 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.

EXHIBIT A

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

- 1) 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.

EXHIBIT A

5. CONTRACT ADMINISTRATION

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

DGS/STP Contract Administrator
Georgia Kattenhorn
707 3rd Street, MS 600
West Sacramento, CA 95605
PH: (916) 376-3990
FAX: (916) 376-3999
Email: Georgia.Kattenhorn@dgs.ca.gov

EAN Services, LLC
Lisa Holmes
150 N Sunrise
Roseville, CA 95661
PH: (916) 787-4500
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. DEFINITIONS

- A. The following definitions will be used for this Agreement:
 - 1) STATE EMPLOYEE - a State employee is an officer or employee of the Executive Branch of California State Government.

EXHIBIT A

- 2) OPTIONAL USERS - 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.
- a) 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. BASE RATE - The charge for vehicle rental not including transactional taxes, fees and surcharges.
- C. CITY AND SUBURBAN LOCATIONS - 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.

EXHIBIT A

- D. DAILY BASE RATE - The Base Rate charge per day (24 hours) for vehicle rental.
- E. EMERGENCY - 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. EXPRESS SERVICE - 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. GLOBAL DISTRIBUTION SYSTEM (GDS) – The automated reservation systems used by the commercial travel industry for booking available vehicles, e.g., Sabre, Galileo/Apollo, Worldspan, Amadeus, etc.
- H. LONG TERM RENTAL – 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. NORTHERN, CENTRAL AND SOUTHERN LOCATIONS – The map below defines the regions the State identifies as Northern, Central and Southern California locations.

EXHIBIT A

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

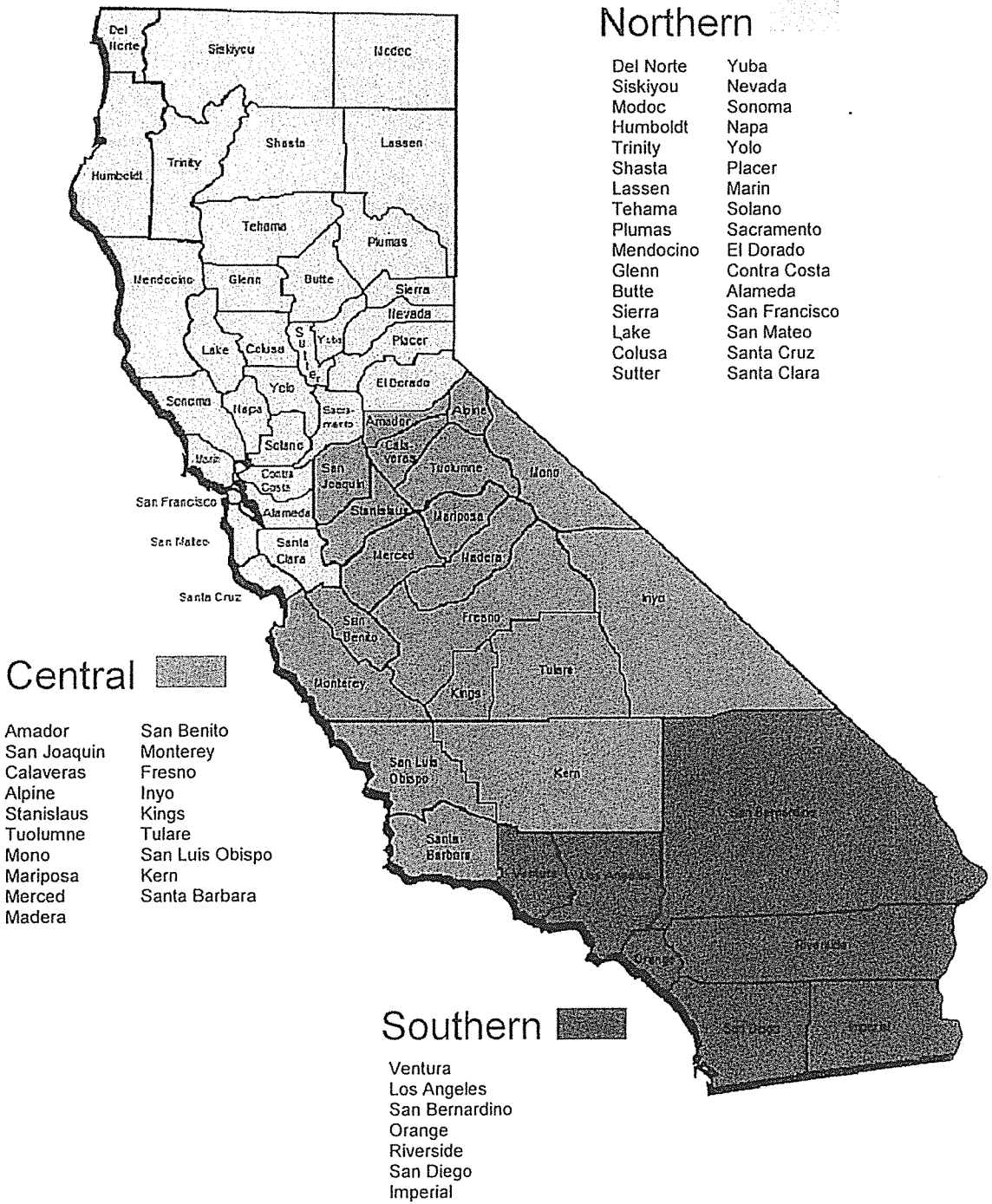


EXHIBIT A

- L. OFF-AIRPORT LOCATION – 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. ON-AIRPORT LOCATION - 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. OVERAGE CHARGE – Incremental overtime charge Contractor can apply for vehicles returned outside of the rental period.
- O. PARTICIPATING LOCATIONS – Contractor locations that offer vehicles for rent under the terms and conditions of this Agreement.
- P. SHORT TERM RENTAL - Transaction where rental period is less than thirty (30) days.
- Q. WEEKLY BASE RATE - The Base Rate charge per week [seven (7) continuous days] for vehicle rental.
- R. HYBRID ELECTRIC VEHICLES (HEVs) combine an internal combustion engine with a battery and electric motor.
- S. PLUG-IN HYBRID ELECTRIC VEHICLES (PEVs) 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. ZERO EMISSION VEHICLES (ZEVs) 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

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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/>.

EXHIBIT A

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

1. 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

EXHIBIT A

- 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. REPORTS FOR ALL CONTRACT USE / SHORT TERM – 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.

All Contract Use / Short Term Rental Report																			
Agency Name	Renter Name	Rental City	Date Out	Date In	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

3. REPORTS FOR ALL CONTRACT USE / LONG TERM – 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.

All Contract Use / Long Term Rental Report																			
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

4. REPORTS FOR MONTHLY RECONCILIATION – 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.

Reconciliation Report

Department Name: _____
Account Number: _____
Invoice Date: _____
Vendor Name: _____

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.
7. 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.

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

EXHIBIT F

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	\$33.00	\$132.00	\$50.00
Mid-Size/Intermediate	\$33.00	\$132.00	\$50.00
Full-Size	\$35.00	\$140.00	\$53.00
Mini Van	\$56.00	\$224.00	\$78.00
Four Wheel Drive (4WD)/Sport Utility Vehicle	\$56.00	\$224.00	\$78.00
Pick Up Truck	\$70.00	\$280.00	\$94.00
Hybrid Electric Vehicle	\$42.00	\$168.00	\$62.00
Plug-In Hybrid Electric Vehicle / Zero Emission Vehicle	\$42.00	\$168.00	\$62.00

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**LONG 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	\$18.34	\$128.38	\$550.00
Mid-Size/Intermediate	\$18.34	\$128.38	\$550.00
Full-Size	\$20.00	\$140.00	\$600.00
Mini Van	\$31.67	\$221.69	\$950.00
Four Wheel Drive (4WD)/Sport Utility Vehicle	\$26.34	\$184.38	\$790.00
Pick Up Truck	\$26.34	\$184.38	\$790.00
Hybrid Electric Vehicle	\$24.17	\$169.19	\$725.00
Plug-In Hybrid Electric Vehicle / Zero Emission Vehicle	\$24.17	\$169.19	\$725.00

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.



County of Fresno

INTERNAL SERVICES DEPARTMENT
ROBERT BASH, DIRECTOR - CIO

Facility Services • Fleet Services • Graphics
Information Technology • Purchasing
Security • Telecommunications

Agreement Number: P-16-130-C
March 23, 2016

Enterprise Rent-A-Car
Lisa Holmes
199 N. Sunrise Avenue
Roseville, CA 95661

Subject: Vehicle Rental Services

The enclosed Agreement requires signature by an authorized representative of your company. If your company is a corporation, please see the following page for information as to who must sign the enclosed Agreement. Please return one signed original of the Agreement to the following address:

County of Fresno, Purchasing
Attn: Shannon W. Kirby
4525 E. Hamilton Avenue
Fresno, CA 93702

If you have any questions, please contact Shannon W. Kirby, Purchasing Analyst, at (559) 600-7116 or email skirby@co.fresno.ca.us.

SWK:cf
Enclosures

G:\PUBLIC\CONTRACTS & EXTRACTS\CP-16-130-C SIGN LETTER.DOT

SIGNATURES BINDING A CORPORATION UNDER CALIFORNIA LAW

If your company is a Corporation, the following options apply as to who must sign the Agreement to clearly bind your corporation to this Agreement:

- Two officers of your corporation:
 1. One officer must be either President, Chairman of the Board or any vice-president;
 2. The other officer must be either Secretary, Chief Financial Officer or Treasurer (or assistant Treasurer);

or,
- One person who holds corporate offices in each of the above-mentioned categories;

or,
- A statement from your corporation's legal counsel that the signatory (or signatories) has legal authority to bind your corporation;

or,
- Proof that the governing board of your corporation has either (1) ratified this specific Agreement and authorized xxxxxx (name of person) to execute the Agreement on behalf of your corporation, or (2) authorized xxxxxxx to execute contracts/leases on behalf of your corporation.