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

AGREEMENT NUMBER
DGSOFAMCCLT07
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, Office of Fleet and Asset Management
   CONTRACTOR'S NAME
   Avis Budget Car Rental, LLC.
2. The term of this Agreement is: June 1, 2007 through May 31, 2009
3. The maximum amount of this Agreement is: $
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	Page(s) 2-8
Exhibit B - Special Definitions & Conditions	Page(s) 9-10
* Exhibit C – General Terms and Conditions	GTC-306
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All terms and conditions of RFPDGSOFAMCCLT07 and Addenda 1 & 2 are incorporated by reference into this agreement.

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 www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
Avis Budget Car Rental, LLC

BY *(Authorized Signature)* Robert C. Lambert
DATE SIGNED *(Do not type)* 5/30/07

PRINTED NAME AND TITLE OF PERSON SIGNING
ROBERT C. LAMBERT SR VP - CORP PRICING

ADDRESS
6 SYLVAN WAY, PARSIPPANY, NJ 07054

STATE OF CALIFORNIA

AGENCY NAME
Department of General Services, Office of Fleet and Asset Management

BY *(Authorized Signature)*
DATE SIGNED *(Do not type)* 6-6-2007

PRINTED NAME AND TITLE OF PERSON SIGNING
Rob Cook, Deputy Director

ADDRESS
802 Q Street, Sacramento, CA 95814

California Department of General Services Use Only

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APPROVED
JUN 21 2007
DEPT OF GENERAL SERVICES
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EXHIBIT A

SCOPE OF WORK

1. **STATE OF CALIFORNIA CAR RENTAL AGREEMENT**

The State of California, (hereinafter referred to as the "State") and Avis Budget Car Rental (hereinafter referred to as the "Company"), hereby agree that Company will provide the State with long-term rental car services in accordance with the terms and conditions of this agreement.

Company agrees that the terms and conditions set forth herein take precedence over any contrary policies and provisions of any Company rental document that the State of California employee signs when renting a vehicle. Representations by, and obligations of, Company hereunder are also representations by, and obligations of, Company's participation franchisees and subcontractors.

Note: During the term of this agreement, company will be the only vendor approved to do business with State agencies. Company will be available to State agencies to use, as those agencies deem appropriate, in meeting their rental car needs. If a State agency chooses to rent vehicles from Company, Company shall provide those vehicles in accordance with all the terms and conditions of this agreement. State agencies must attempt to use Company first.

2. **TERM OF CONTRACT/OPTIONAL EXTENSION**

The State intends to issue a two (2) year contract from June 1, 2007 through May 31, 2009. At the expiration of the original contract resulting from this RFP, the State will have an option to extend the contract term, at its sole discretion, for two (2) additional one (1) year terms, however, vendors may request price increases in accordance with the following procedure.

The State may authorize price increases should the State decide to extend the contract. The Department of General Services, Office of Fleet and Asset Management will negotiate Price increases, and in no case shall exceed the Consumer Price Index (CPI) for the previous calendar year. A written request for the cost increases must be submitted to the Office of Fleet and Asset Management at least ninety (90) days prior to the effective date. The Company shall include in the written request full justification for the price increase. The CPI will be calculated according to the Consumer Annual Average for California which will be supplied by the State of California, Department of Finance, Economic Research Section, Sacramento, California, telephone number (916) 322-2263.

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.

3. **RATES**

The long-term (thirty days or more) daily base rates and maximum cap rates offered to State of California employees are set forth in **Attachments 3 and 3A**. No additional discounts or coupons may be applied to these rates. These rates shall apply so long as the rental period is at least 30 days, and after the initial 30 days, the rental vehicle may be returned at any time without penalty. Rates will include unlimited mileage with no one-way drop fees provided the vehicle is returned to the renting location or other drop point within the State of California. The renter must return the vehicle with the same level of fuel that the vehicle had when it was picked up, or Company may charge for vehicle refueling. Maximum cap rates must include all charges, in addition to airport access fees, vehicle license fees, and State, City and County or local surcharges that apply to the

rental car industry as a whole and identified by airport. Sales tax and refueling charges may be charged in addition to the maximum cap rates.

Rates quoted in **Attachments 3 and 3A** will not be subject to blackout dates, and do not require more than 24 hours, or 48 hours for flex-fuel, bi-fuel, or hybrid vehicles, advance reservations. *If the Company provides a vehicle not included in* **Attachments 3 and 3A**, *or authorizes a different rate, the terms and conditions of this Agreement will nevertheless apply.* The State of California will publish rates described in **Attachments 3 and 3A** and (to the extent possible) changes thereto in Management Memorandum or comparable document. **THE CURRENT BASE RATE SHALL BE QUOTED TO THE STATE RENTER AT THE TIME OF RESERVATION.**

Note: Rates quoted in **Attachments 3 and 3A** must be available at all corporate licensee locations listed as participating locations in **Attachment 4**. Company will not charge the State more than the contract rates set forth in **Attachments 3 and 3A**.

4. **PARTICIPATING LOCATIONS**

The Company will identify all participating locations in **Attachment 4**, and list these locations, with hours of operation, in the CRS.

A. **ON-AIRPORT LOCATION** - For the purpose of this RFP, a location or office which is 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. **Hours of operation may not always be 24 hours a day but rather the hours open to the general public.**

B. **OFF-AIRPORT LOCATION** - For the purpose of this RFP, a location or office which is located outside the airport terminal property or an area so designated specifically for car rental services. Hours of operation for an Off-Airport location or office shall be consistent with normal business hours (M-F, 8 a.m.- 5 p.m.).

C. **CITY AND SUBURBAN LOCATIONS** – Any location that does not meet the definition of On-Terminal or Off-Terminal 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 with the exception of providing pick up and delivery services to and from airports.

5. **RENTAL OFFICES**

The rental offices and/or in-terminal counters will be in a permanent structure, well-lighted, clean, properly maintained and clearly defined as the rental Company with whom the reservation was made, as specified by the airport locations.

6. **HOURS OF OPERATION**

The minimum hours of operation within the scope of this contract shall be consistent with airport hours at those locations and consistent with business hours at all other locations.

7. **RENTAL VEHICLE AND AGREEMENT PROCEDURES**

The vehicle to be rented will be ready for dispatch, to the extent possible, when the renter arrives at the rental location. The renter will be furnished a copy of the Company rental agreement and will not be bound by any stipulation therein which is inconsistent with this Agreement.

8. **RESERVATION CENTER**

Personnel receiving telephone requests will quote current rates, verify participating locations and their hours of operation, and advise renters of the location of offices where employees are to pick up and return vehicles. Reservations may be made by telephone. Repeated Company failure to honor reservations will be grounds for placing individual locations in nonuse until satisfactory remedial measures are effected. If the size/class car reserved is not available, the Company will substitute an upgraded vehicle at the same price or, with renter's consent, a smaller car at the reduced rate. Credit card numbers will not be required to make reservations. A confirmation number and, if requested, the local rental location telephone number will be provided at the time a reservation is made. The toll free number for reservations is shown in **Attachment 6**.

9. **AGENCY AUTHORIZATION TO RENT**

State Government Agencies and California State Universities (CSUs) are required to obtain approval from OFAM prior to any long term vehicle rental. The method of proof of this approval will be determined before this contract is implemented, and company shall require that all State and CSU employees provide this proof of approval from OFAM.

10. **EMPLOYEE IDENTIFICATION AND PAYMENT**

Company shall require that all State and CSU employees renting vehicles provide proof of identity in the form of a valid California Driver's License. Payment for all rentals under this contract must be made with the **American Express Car Rental Business Travel Account (CRBTA)**. Acceptance of the **American Express CRBTA** is mandatory. Pre-charging credit cards with the estimated amount of the rental and/or making changes to the method of payment (i.e., changing from an **American Express CRBTA** to another form of payment) when the car is returned is prohibited. Cash, personal checks and personal credit cards are not authorized forms of payment for the State of California contract commercial car rental rates.

A. **AUTHORIZATION FOR OPTIONAL USERS** – The methods of payment for authorization of State employees shall apply to optional users as set forth in Exhibit B, DEFINITIONS. It is permissible for the contractor to work out other methods of authorization for optional users, providing it ensures that only authorized persons conducting official State business use the contracted rates, and payment is by a State agency and not by a private party.

11. **AMERICAN EXPRESS CAR RENTAL BUSINESS TRAVEL ACCOUNT (CRBTA) CHARGES AND BILLING**

State CRBTAs are controlled by the Office of Fleet and Asset Management; optional users as set forth in Exhibit B, DEFINITIONS using this contract will establish their own American Express accounts and set rules for their own CRBTAs. The reservation is made with billing numbers that identify the traveler, the department, the cost center, the State rate, and the proper insurance coverage. There are no actual cards. Upon completion of the transaction the Car Rental Company will submit the transaction to AMEX for payment. The State department will receive a consolidated billing statement from AMEX reflecting charges through the 25th of the month. The detailed billing will come directly from the car rental company providing the detail, including cost center information, directly to the department. The department will pay AMEX directly.

12. **BILLING DOCUMENTS**

The billing documents from the Company will be legible and include the following information: confirmation/reservation numbers, check-in and check-out date and time [by week(s), day(s), and hour(s)], additional hourly rate charge, check-in and check-out locations, beginning and ending mileage and fuel, break-down of charges, daily rate charged, car class, car class code, vehicle description, employee's name, employee's office telephone number, department, unit name, billing address, and method of payment.

Copies of the rental agreement with renter's signature shall be made available upon request, if applicable.

13. **AUTHORIZED DRIVERS**

Persons authorized to operate vehicles rented under this agreement, if properly licensed, include the renter, and without additional charge, the renter's fellow employees, while acting within the scope of their employment duties. Employees or agents of the State of California who are 21 or older, if otherwise eligible, may rent and operate vehicles under this Agreement when on official State business.

14. **INSURANCE REQUIREMENT**

THIRD PARTY LIABILITY INSURANCE COVERAGE AND INDEMNIFICATION

Notwithstanding the provisions of any Company rental vehicle agreement executed by the State employee, the Company will maintain in force, at its sole cost, insurance coverage which will indemnify, defend and otherwise protect the State of California and State employees against liability for personal injury, death, and property damage arising from the use of the vehicle, EXCEPT when the loss or damage is caused by one or more of the following:

A. Operation of the vehicle by a driver who contributed to the accident while (and has been adjudged by the courts to have been) under the influence of alcohol (in excess of the legal limits) or any illegal non-prescription drug.

B. Operation or use of the vehicle for any intentionally illegal purposes.

The limit of such liability shall be $250,000 per occurrence for bodily injury and property damage combined. The conditions, restrictions and exclusions of the applicable insurance for any rental shall not be less favorable to the State of California and State employees than the coverage afforded under standard automobile liability policies. When more favorable insurance terms are required under applicable state or foreign country law, such terms will apply to the rental. Standard coverage will include mandatory no-fault benefits where required by law. The Company warrants that, to the extent permitted by law, the liability and property damage coverage provided are primary in all respects to other sources of compensation, including claims statutes or insurance available to the State of California, renter, or additional authorized driver. Proof of such insurance shall be provided to the State of California. Failure to maintain this required insurance will be grounds for termination of this agreement by the State.

The Company shall furnish to the State of California, along with the bid package, evidence of insurance in the amount of not less than $250,000 per occurrence for bodily injury and property damage combined. Providing a certificate of insurance issued by an insurer admitted to issue policies in California may satisfy evidence of insurance. The insurer shall have a rating of B+ or better as determined by Best's Key Rating Guide.

The evidence of insurance must include the following provisions in their entirety:

A. This insurance will not be cancelled, non-renewed, or reduced in limits without thirty (30) days prior written notice to the State; and

B. The State of California, its officers, agents, employees and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

The Company shall be responsible for the timely submission of its insurance certificate, in addition, such documentation as is needed to establish to the State's satisfaction that

Company's insurance fully covers the operation of all participating franchisees and subcontractors.

In the event said insurance coverage expires at any time or times during the term of this contract, the Company agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year.

In the event the Company fails to keep insurance coverage in effect at all times as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

ONLY COMMERCIAL INSURANCE WILL SATISFY THESE PROVISIONS REGARDING AUTOMOBILE LIABILITY. NO SELF INSURANCE WILL BE ACCEPTED.

15. DAMAGE LIABILITY

State employees will not be subject to any fee for loss or collision damage waiver, and in the event of an accident, will not be responsible for loss or damage to the vehicle except as stated in section **15 and 18.**

16. LOSS OF OR DAMAGE TO VEHICLE

Notwithstanding the provisions of any Company vehicle rental agreement executed by the State employee, the Company hereby assumes and shall bear the entire risk of loss of, or damage to, the rented vehicles (including costs of towing, administrative costs, loss of use, and replacement), from any and every cause whatsoever, including without limitation, casualty, collision, fire, upset, malicious mischief, vandalism, falling objects, overhead damage, glass disappearance, except where the loss or damage is caused by one or more of the following:

A. Willful or wanton misconduct on the part of a driver. **Willful or wanton misconduct is conduct which is committed with an intentional or reckless disregard for the safety of others or with an intentional disregard of a duty necessary to the safety of another's property.**

B. Obtaining the vehicle through fraud or misrepresentation.

C. Operation of the vehicle by a driver who contributed to the vehicle damage while such person was (and has been adjudged by the courts to have been) under the influence of alcohol (in excess of the legal limits) or any illegal non-prescription drug.

D. Use of the vehicle for any intentionally illegal purpose.

E. Use or permitting the vehicle to carry unauthorized passengers or property for hire.

F. Operation of the vehicle in a test, race, or contest.

G. Operation of the vehicle by a person other than an authorized driver.

H. Operation of the vehicle outside the continental United States except where such use is specifically authorized by the rental agreement. Operation across international boundaries unless specifically authorized at the time of rental. (State of California policy requires that the appropriate State agency approve the

out-of-the-United States travel, that the Company is notified regarding the trip, and that the Department of General Services, Office of Risk and Insurance Management approved insurance is obtained for the trip.)

l. Operation of the vehicle off paved, graded or maintained roads, driveways, or State employee's residences except when the Company has agreed to this in writing beforehand and the vehicle was properly designed for such use.

Note: The above exceptions are not valid where prohibited by state law.

17. **BILLING FOR DAMAGES**
When loss or damage is due to an exception stated above, the Company will submit its bills directly to the State employee's agency, and not to the State employee. If the agency denies liability on the basis that the State employee was not operating the vehicle within the scope of employment at the time of the loss, the Company may handle the matter directly with the State employee. Claims for damage to a vehicle will not include amounts for loss of use.

18. **ACCIDENTS OR REPAIRS**
The Company will notify renters that in the event of an accident or if repairs become necessary, the State employee should immediately notify the Company by calling the toll free telephone number, or other telephone number provided by the Company, and request a replacement vehicle if necessary and instructions for the disposition of the disabled vehicle. 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.

19. **VEHICLES**
Rental vehicles will be properly licensed, clean and maintained in a safe operating condition, be equipped with an automatic transmission, air conditioning, power steering, power brakes, trunk and all safety equipment required by law, be no more than two years old, and have no more than 40,000 miles on the odometer. Sedans should have at least 94 cubic feet of passenger space, four-doors (unless otherwise specified, i.e., reasonable accommodation in compliance with the ADA), and a trunk to accommodate four passengers and baggage comfortably. Pickup Trucks and 4WD pickup trucks should be at least ½ ton, full-size, two door regular cab with an 8' bed. Minivans must at least seven seatbelts to accommodate a driver and six passengers. Vehicles will contain a full tank of gas at the time of pick up.

20. **NONUSE**
Full compliance with the terms of this Agreement is required of the Company and its participating locations. Any material deviation from standard rental car practices, or from the terms of this Agreement, may constitute good cause for an individual rental location to be placed in an immediate nonuse status until such time as the State of California determines that proper remedial measures have been effected. Serious violations on a system-wide basis may justify disqualification of the Company from further State of California business. If the Company is disqualified, this Agreement will be immediately terminated.

21. **VEHICLE MAINTENANCE AND REPAIR**
All maintenance and repair of rented vehicles will be the responsibility of the successful bidder and must be provided at no additional cost to the State. The successful bidder 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.

22. **REPORTS**

A report providing the number of accidents and official rental information must be submitted quarterly to:

Statewide Travel Program Administrator
Office of Fleet and Asset Management
802 Q Street
Sacramento, California 95814

The vendor will report, by all rental locations, the total number of vehicle rentals, number of each size/class car rented, total revenue from State employee rentals (broken out by base rate, other charges, and refueling charge), total number of days per rental, total number of miles/kilometers driven per day per rental, and the total number of rentals per month by State department.

The Vendor will submit data in a MS Excel spreadsheet; the State will work with the vendor to establish the format. Data may be submitted by either a CD-disk or email. Upon review of data, the State may request additional detailed transaction reports for further investigation.

23. **QUALITY CONTROL**

The Company will appoint a representative to be contacted with regard to billing problems and/or complaints. This representative in identified in **Attachment 6**.

The Statewide Travel Program Administrator and Chief of the OFAM will direct matters of serious concern to appropriate Company headquarter personnel.

24. **ALTERNATIVE DISPUTE RESOLUTION**

In the event a dispute arises with respect to the interpretation of, performance of, or the relationship created by, all or any part of this Agreement, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If the parties utilize mediation, mini-trial, arbitration or other alternative dispute resolution techniques, each party agrees that no award or decision resulting there from shall include punitive damages.

25. **ANTITRUST**

The following provisions of Government Code Section 4552, 4553 and 4554 shall be applicable to the Company.

A. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.c. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

B. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were

paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

C. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured, thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

26. **MARKETING AND PROMOTIONAL ADS**

All marketing and promotional ads concerning any contract or rates awarded under this RFP must be approved by the Statewide Travel Program Administrator, prior to distribution.

27. **ULTRA LOW EMISSION VEHICLES**

For the 2007 model year the Company must offer at a minimum a California Air Resources Board (CARB) certified LEV II Ultra Low Emission Vehicle (ULEV) or a Super Ultra Low Emission Vehicle (SULEV) in one of the following sizes: compact, mid-size or intermediate sedan,, at the contract rate. 2007 model year pickup trucks and minivans must be CARB certified at LEV I ULEV II. All 2008 model year vehicles must be at the minimum certified to the CARB LEV II ULEV II standard.

The California Air Resources Board (CARB) lists of certified vehicles may be viewed at: http://www.arb.ca.gov/msprog/ccvl/ccvl.htm . Additionally, most vehicle designated certifications can be found in the user's manual or on the Vehicle Emission Control Information Label, located in the engine compartment.

Should the Company be unable to locate a certain vehicle from the CARB lists, the vehicle manufacture may be contacted to determine if the vehicle is certified ULEV or SULEV.

28. **VENDOR PERFORMANCE**

In the event that the Primary or Secondary vendors are determined to be non-compliant by the State, the State will have the option to add or change vendors without a bid process and award based on the bids submitted through this current RFP process.

29. **CONTRACT COMPLIANCE REQUIREMENT**

It is a requirement of this contract, that the vendor provide service for 100% of the vehicle requests. In no case should a government employee utilizing this contract be turned away. Should the Primary vendor run-out of vehicles (no vehicles exist on the lot), the Primary vendor must refer the government employee to the Secondary vendor. The State will periodically review reports to determine if the Primary and Secondary vendors are in compliance.

SPECIAL DEFINITIONS & CONDITIONS

1. **UPGRADE VEHICLE**
For the purpose of this RFP, any vehicle rented at a rate higher than the contract vehicle (i.e., an intermediate, full size, luxury, specialty, 4WD vehicle, jeep/sport utility, mini-van, cargo van, 15 passenger van or box truck.) These upgrades must receive approval of their departmental travel coordinator.

2. **LONG-TERM RATE**
For the purpose of this RFP, the charge per 30 days for the lease of a vehicle.

3. **PRORATED RATE**
For the purpose of this RFP, the long-term rate divided by 30.

4. **BI-FUEL VEHICLE**
For the purpose of this RFP, a vehicle with two separate fuel systems designed to run on either an alternative fuel (Compressed Natural Gas [CNG] or propane) or gasoline, using only one fuel at a time.

5. **FLEX-FUEL VEHICLE**
For the purpose of this RFP, a vehicle that can operate on alcohol fuels (ethanol) or gasoline or any combination of the two from the same tank.

6. **HYBRID VEHICLE**
For the purpose of this RFP, a vehicle hat combines an internal combustion engine with a battery and electric motor to maximize fuel economy and produce fewer emissions.

7. **ON-AIRPORT LOCATION**
For the purpose of this RFP, a location or office which is 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. **Hours of operation may not always be 24 hours a day but rather the hours open to the general public.**

8. **OFF-AIRPORT LOCATION**
For the purpose of this RFP, a location or office which is located outside the airport terminal property or an area so designated specifically for car rental services. Hours of operation for an Off-Airport location or office shall be consistent with normal business hours (M-F, 8 a.m.- 5 p.m.).

9. **STATE EMPLOYEE DEFINED**
For the purpose of this RFP, a State employee is an officer or employee of the Executive Branch of California State Government. This includes employees of the California State University System (CSU), University of California System (UC), and California Community Colleges.

10. **OPTIONAL USERS**
Rates will be made available to optional users traveling on authorized State business when reserved directly with the car rental company or through an authorized travel agent. 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, and wards of the State).

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) or the California State Association of Counties (CSAC) or affiliated organizations. Whenever the term "State business" is used in this agreement that term shall be read to include with respect to travel undertaken under the authority of local agencies, CLC, CSAC or the affiliated organizations referred to herein--the official business of those entities.

11. EXCISE TAX

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

12. SETTLEMENT OF DISPUTE

In the event of a dispute, Contractor shall file a "Notice of Dispute" with OFAM, Attn: Office Chief within ten (10) days of discovery of the problem. Within ten (10) days, the Office Chief shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Office Chief shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

13. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

ATTACHMENT 2

STATE OF CALIFORNIA LONG-TERM RENTAL AGREEMENT

COMMERCIAL CAR RFP DGS OFAM CCLT 07

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Bid Requirements and Information nor the "Sample Agreement".

A. The Bid/Bidder Certification Sheet must be received to validate: Attachment 3, Long-term Drop Charges Form.

B. All required attachments are included with this certification sheet.

C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort. **(Does Not Apply)**

D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name Avis Budget Car Rental	2. Telephone Number (650) 616-0110	2a. Fax Number (650) 624-0197
3. Address 513 Eccles Avenue, South San Francisco, CA 94080		
Indicate your organization type: 4. ☐ Sole Proprietorship	5. ☐ Partnership	6. X Corporation
Indicate the applicable employee and/or corporation number: 7. Federal Employee ID No. (FEIN) 22-3475741	8. California Corporation No.	
Indicate applicable license and/or certification information: 9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Bidder's Name (Print) Pete dePaschalis	13. Title National Account Manager	
14. **Signature**	15. Date April 7, 2007	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: a. Small Business Enterprise Yes ☐ No X If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes ☐ No X If yes, enter your service code below:	
NOTE: A copy of your Certification is required to be included if either of the above items is checked **"Yes"**. Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

ATTACHMENT 3

STATE OF CALIFORNIA LONG-TERM RENTAL AGREEMENT
COMMERCIAL CAR RFP DGS OFAM CCLT 07

Contract Vehicles

Contract Vehicles Class/Vehicle	Long-term Daily (a) Base Rate	Long-term Daily (a) Maximum Cap Rate
Compact Sedan** Ford Focus or similar/4 passenger Meets ULEV Requirement: X yes ☐ no	$18.98	$18.98
Bi-fuel or Flex-fuel Sedan (Optional) Ford Focus or similar – 4 passenger Meets ULEV Requirement: X yes ☐ no	Included in Rate Above	Included in Rate Above
Hybrid Sedan(Optional): Toyota Prius or similar – 4 passdenger Meets ULEV Requirement: X yes ☐ no	Included in Rate Above	Included in Rate Above
Pickup Truck**: Ford F-150 or similar – 5 pax Meets ULEV Requirement: X yes ☐ no	$24.88	$24.88
Bi-fuel or Flex-fuel Pickup Truck (Optional) Meets ULEV Requirement: X yes ☐ no	Included in Rate Above	Included in Rate Above
4WD Pickup Truck**:Ford F-150 or similar Meets ULEV Requirement: X yes ☐ no	$24.88	$24.88
i-fuel or Flex-fuel 4WD Pickup Truck (Optional) Ford F-150 – 5 pax Meets ULEV Requirement: X yes ☐ no	Included in Rate Above	Included in Rate Above
Mini Van**: Toyota Sienna or similar – 7 pax Meets ULEV Requirement: X yes ☐ no	$26.50	$26.50
Bi-fuel or Flex-fuel Minivan (Optional): Toyota Sienna - Meets ULEV Requirement: X yes ☐ no	Included in Rate Above	Included in Rate Above

* Specify Vehicle **Specify Passenger Size ***Maximum Cap Rates do not apply in New York

1. **Daily Base and Maximum Cap Rates:** These rates shall apply so long as the rental period is at least 30 days.
2. **One-Way Drop Charges:** There will be no one-way drop charges for rentals within the State of California
3. **Nationwide Rates:** The above quoted rates ARE/**ARE NOT** (circle one) valid nationwide.
4. **Volume Incentives.** ☐ yes X no (If yes, attach proposed incentive description)

(a) Rates available for both Avis and Budget. Rates apply in California only.

Name of Vendor Bidding: **Avis Budget Car Rental**

Signature of Person Authorized to Commit the Vendor to Binding Contract **Pete dePaschalis** 4/6/07 Date

ATTACHMENT 3A

STATE OF CALIFORNIA LONG-TERM RENTAL AGREEMENT
COMMERCIAL CAR RFP DGS OFAM CCLT 07

Additional Vehicles

Additional Vehicles Class/Vehicle	Long-term(a) Base Rate	Long-term(a) Maximum Cap Rate**
Class: Intermediate- seats_4_____ Vehicle*Pontiac G6_or similar_____ Meets ULEV Requirement: X yes ☐ no	$38.00	$38.00
Class: Standard (2dr) – seats 5 Vehicle*:Chevrolet_MonteCarlo_or similar Meets ULEV Requirement: X yes ☐ no	$40.00	$40.00
Class: Full Size _seats 5_____ Vehicle*:Chevrolet MonteCarlo_or similar Meets ULEV Requirement: X yes ☐ no	$42.00	$42.00
Class:Premium - seats_6 Vehicle*:Buick Lucerne_or similar ____ Meets ULEV Requirement: X yes ☐ no	$60.00	$60.00
Class: Mid Size SUV –seats 4 Vehicle*:Ford Escape_or similar **HYBRID SUV**_____ Meets ULEV Requirement: X yes ☐ no	$45.00	$45.00
Class:Full Size SUV –seats 5 Vehicle*:Chevrolet Trailblazer_or similar Meets ULEV Requirement: X yes ☐ no	$45.00	$45.00
Class: 12-Passenger Van Vehicle*Chevrolet_Express/similar_____ Meets ULEV Requirement: X yes ☐ no	$85.00	$85.00
Class: _____ Vehicle*: _____ Meets ULEV Requirement: ☐ yes ☐ no		

*Specify Passenger Size **Maximum Cap Rates do not apply in New York

1. **Daily Base and Maximum Cap Rates:** These rates shall apply so long as the rental period is at least 30 days.
2. **One-Way Drop Charges:** There will be no one-way drop charges for rentals within the State of California.
3. **Nationwide Rates:** The above quoted rates ARE/**ARE NOT** (circle one) valid nationwide.
4. **Volume Incentives.** ☐ yes X no (If yes, attach proposed incentive description)

(a) Rates available for Avis and Budget. Rates available in California only. _____

Name of Vendor Bidding **Avis Budget Car Rental**

Signature of Person Authorized to Commit the Vendor to Binding Contract **Pete dePaschalis**

4/7/07
Date

ATTACHMENT 3A – Part 2

STATE OF CALIFORNIA LONG-TERM RENTAL AGREEMENT
COMMERCIAL CAR RFP DGS OFAM CCLT 07

Additional Vehicles

Additional Vehicles Class/Vehicle	Long-term Base Rate	Long-term Maximum Cap Rate**
(A) Class:Cargo Van/_10ft_truck Vehicle*: _____ Meets ULEV Requirement: ☐ yes X no	$37.00	$37.00
(A) Class: 16ft truck_ramp Vehicle*: _____ Meets ULEV Requirement: ☐ yes X no	$58.00	$58.00
(A) Class: 20-24ft truck w ramp Vehicle*: _____ Meets ULEV Requirement: ☐ yes, X no	$78.00	$78.00
(A) Class:24ft truck w liftgate Vehicle*: _____ Meets ULEV Requirement: ☐ yes X no	$85.00	$85.00
Class: _____ Vehicle*: _____ Meets ULEV Requirement: ☐ yes ☐ no		
Class: _____ Vehicle*: _____ Meets ULEV Requirement: ☐ yes ☐ no		
Class: _____ Vehicle*: _____ Meets ULEV Requirement: ☐ yes ☐ no		
Class: _____ Vehicle*: _____ Meets ULEV Requirement: ☐ yes ☐ no		

**Maximum Cap Rates do not apply in New York

(A). Rates do not include LDW or Liability. Vehicles must be returned to renting location.

1. **Daily Base and Maximum Cap Rates:** These rates shall apply so long as the rental period is at least 30 days.

2. **One-Way Drop Charges:** There will be no one-way drop charges within the state of California.
3. **Nationwide Rates:** The above quoted rates ARE/ARE NOT (circle one) valid nationwide.
4. **Volume Incentives.** ☐ yes X no (If yes, attach proposed incentive description)

Name of Vendor Bidding **Budget Truck Rental, LLC.**

Signature of Person Authorized to Commit the Vendor to Binding Contract **Pete dePaschalis**

4/7/07
Date

ATTACHMENT 4

STATE OF CALIFORNIA LONG-TERM RENTAL AGREEMENT

COMMERCIAL CAR RFP DGS OFAM CCLT 07

(Bidder may attach list to this sheet)

Listing of Participating Locations:

Participating locations are:

Please see Attachment A for Avis and Budget car rental participating cities. Please note rates are available at City or Suburban locations only.

BUDGET TRUCK RENTAL LOCATIONS:

2659 ESPLANADE	CHICO	CA
2825 N WEBER AVE	FRESNO	CA
6291 N BLACKSTONE AVE	FRESNO	CA
1910 EAST WASHINGTON BLVD	LOS ANGELES	CA
5560 W MANCHESTER BL	LOS ANGELES	CA
121 98TH AVENUE	OAKLAND	CA
74-881 HOVLEY LAN E.	PALM DESERT	CA
650 A EUGENE ROAD	PALM SPRINGS	CA
875 HARTNELL	REDDING	CA
1813 FULTON AVENUE	SACRAMENTO	CA
4955 RUFFNER STREET	SAN DIEGO	CA
1100 26TH STREET	SAN FRANCISCO	CA
282 SOUTH MONTGOMERY ST	SAN JOSE	CA
4310 MONTEREY RD	SAN JOSE	CA
2800 BROAD ST	SAN LUIS OBISPO	CA
2017 SAN RAMON VALLEY BVD	SAN RAMON	CA
4093 STATE STREET	SANTA BARBARA	CA

AVIS CITY LISTING – CALIFORNIA ONLY

Anaheim
Alhambra
Arcadia
Artesia
Auburn
Bakersfield
Barstow
Belmont
Berkeley
Beverly Hills/Westwood
Burbank
Camarillo
Carlsbad
Chico
Chino Hills
Chula Vista
Citrus Heights
City of Industry
Concord
Corona
Covina
Cupertino
Davis
El Cajon
Elk Grove
Emeryville
Escondido
Fairfield
Fountain Valley
Fremont
Fresno
Fullerton
Gilroy
Glendale
Glendora
Hemet
Hesperia
Huntington Beach
Imperial-El Centro
Inyokern
Laguna Niguel
Lancaster
Livermore
Long Beach
Los Angeles
McKinleyville
Milpitas
Modesto
Montclair
Morgan Hill
Mountain View
National City
Northridge
Novato
Oakland
Oceanside
Ontario (see Montclair)
Oxnard
Palm Desert
Palm Springs (see Palm Desert)
Palo Alto
Pasadena
Pleasanton
Rancho Cordova
Rancho Cucamonga
Redding
Redlands
Rialto
Ridgecrest
Riverside
Roseville
Sacramento
San Bruno
San Clemente
San Diego
San Francisco
San Jose
San Leandro
San Luis Obispo
San Marcos
San Rafael
San Ramon
Santa Ana
Santa Barbara
Santa Clara
Santa Clarita
Santa Cruz
Santa Maria
Santa Monica
Santa Rosa
Sherman Oaks
Simi Valley
South Lake Tahoe
South San Francisco
Stanton
Stockton
Temecula
Thousand Oaks
Torrance
Vacaville
Vallejo
Ventura
Victorville
Visalia
Walnut Creek
West Covina
Whittier
Yuba City

Rates are valid at suburban locations only. Rates not valid at airport locations.

BUDGET CITY LISTING – CALIFORNIA ONLY

Anaheim
Antioch
Arcadia
Bakersfield
Berkeley
Buena Park
Burbank
Canoga Park
Chico
Coalinga
Colton
Costa Mesa
Covina
Davis
Duarte
Foster City
Fremont
Fresno
Fullerton
Gilroy
Glendale
Hayward
Hollywood
Huntington Beach
Laguna Hills
Lancaster
Los Angeles
Milpitas
Mission Viejo
Modesto
Murrieta
Napa
North Hollywood
Novato
Oakland
Oxnard
Palmdale
Palo Alto
Pasadena
Rancho Cordova
Redding
Redlands
Riverside
Sacramento
San Bernardino
San Francisco
San Jose
San Ramon
Santa Clara
Santa Rosa
Simi Valley
Temecula
Thousand Oaks
Torrance
Tracy
Upland
Valencia
Vallejo
Van Nuys
Victorville
Walnut Creek

Rates available at Suburban locations only. Rates not available at airport locations.

ATTACHMENT 5

STATE OF CALIFORNIA LONG-TERM RENTAL AGREEMENT

COMMERCIAL CAR RFP DGS OFAM CCLT 07

Reservation and Toll Free Number

and

Quality Control Representative(s)

1.The toll free telephone number for reservations is: AVIS 800-331-1212 BUDGET 800-527-0700

2.The Name, Address and Telephone/FAX number of the Company representative(s) to be contacted with regard to billing problems and/or complaints is:

Name: Sharon McCarty

Title: **AVIS** Account Services Representative

Address: 4500 South 129th East Avenue

Tulsa, OK 74169

Attn: Avis Account Services Department

Telephone: 800-525-7521 ext. 2520

Fax: 918-521-4820

Email: Sharon.Mccarty@avis.com

Name: Joyce Williams

Title: **BUDGET** Account Services Representative

Address: 4500 South 129th East Avenue

Tulsa, OK 74169

Attn: Budget Account Services Department

Telephone: 800-582-9791

Fax: 918-621-4820

Email: Corphelp@budgetgroup.com

ATTACHMENT 5

STATE OF CALIFORNIA LONG-TERM RENTAL AGREEMENT

COMMERCIAL CAR RFP DGS OFAM CCLT 07

Reservation and Toll Free Number

and

Quality Control Representative(s)

1. The toll free telephone number for reservations is:

1-888-NEED-TRK (1-888-633-3875) option 1, option 1

On Line Reservations: www.budgettruckbusiness.com

2. The Name, Address and Telephone/FAX number of the Company representative(s) to be contacted with regard to billing problems and/or complaints is:

Name: Nancy Mayberry

Title: Commercial Account Manager

Address: 4500 South 129th East Avenue, Suite 100

Tulsa, OK 74169

Telephone: 866-628-5774 option 1, option 1

Fax: 918-270-4761

Email: nancy.mayberry@avisbudget.com

ATTACHMENT 10
STATE OF CALIFORNIA LONG-TERM RENTAL AGREEMENT
COMMERCIAL CAR RFP DGS OFAM CCLT 07

List of Applicable Fees and Surcharges

Bidder must provide a list of applicable fees and surcharges that may be added to the base rate submitted by the bidder for this Request for Proposal. If a fee or surcharge appears on an invoice, but does not appear on the list provided by the bidder, appropriate documentation and/or justification must be provided if requested by either the party responsible for payment or the Department of General Services.

The Department of General Services may request additional information and/or further explanation regarding the fees and surcharges provided on this list, prior to accepting these additional charges into the final contract.

The sum of the base rates, fees, and surcharges listed below shall not exceed the maximum cap rates listed on attachments 3 and 3A.

Fees and surcharges that may appear on the rental agreement are:

Vehicle Licensee Fee – this fee varies by vehicle. It is the reimbursement for the cost of licensing the individual vehicle.

California Tourism Fee – charged for partnership with state to aid in bringing tourism to California

Transportation fee – may include a fee for transporting customers to the rental location

Stadium surcharge – may be charged to aid in the building of new sports stadiums