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.dgs.ca.gov/travel/Programs/RentingaVehicle.aspx

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.)*
EAN Services, LLC

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 1/19/16

PRINTED NAME AND TITLE OF PERSON SIGNING
JAY GOLDEN ASST SEC.

ADDRESS
6000 Corporate Park Dr, St. Louis, MO, 63105

STATE OF CALIFORNIA

AGENCY NAME
Department 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

ADDRESS
707 3rd Street, West Sacramento, CA 95605-2811

California Department of General Services Use Only

APPROVED
JAN 27 2016
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

☐ Exempt per:

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 CALIFORINA STATE CONTRACT RATES and contract terms for all participating locations listed in **Attachment 2** into the Global Distribution System (GDS). The State of California will verify that the online booking tool contains appropriate BASE RATES at a random number of participating locations

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.

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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.

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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.

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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.

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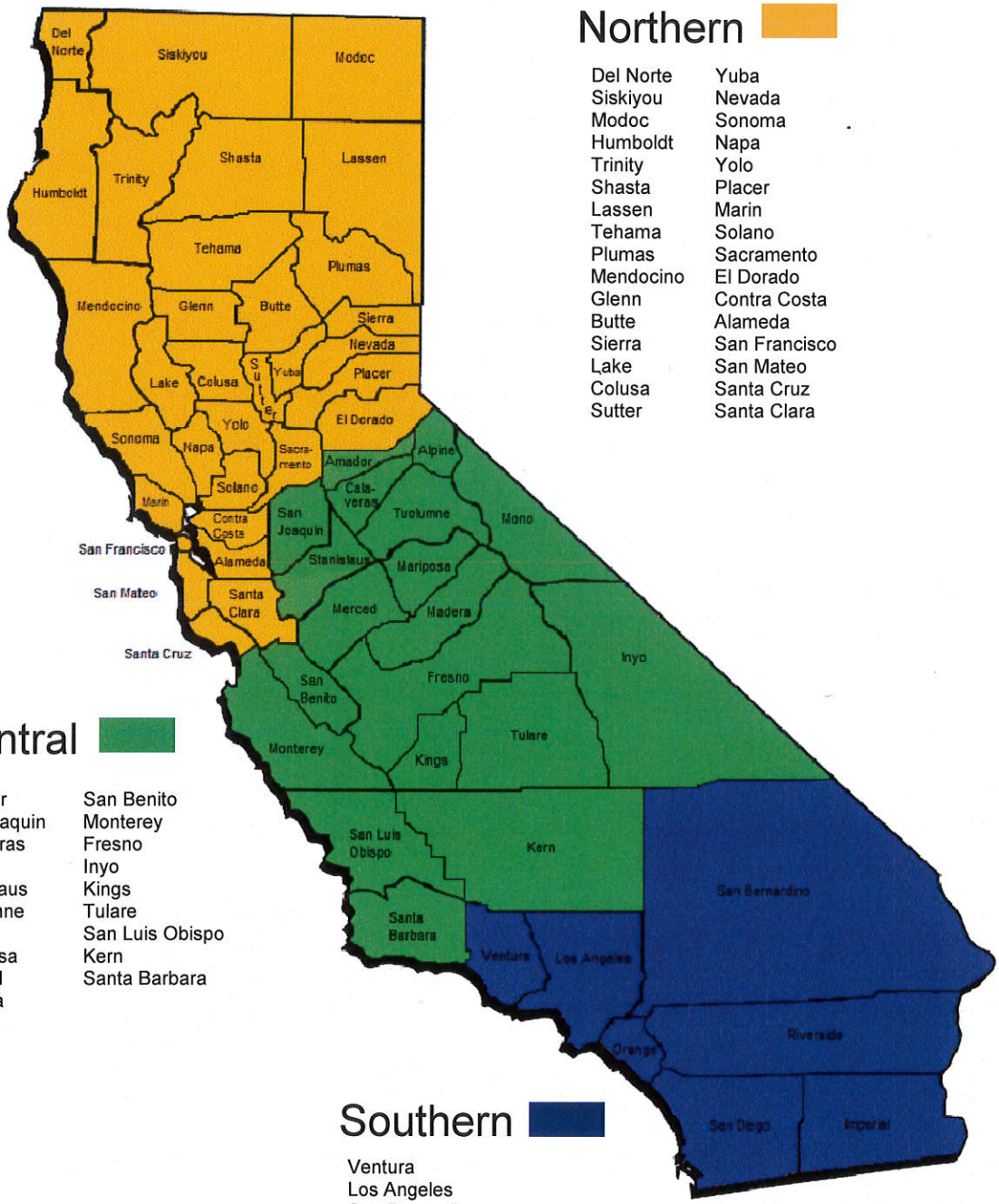
Regions Identified as Northern, Central and Southern California Locations

(By County)



Northern

Del Norte	Yuba
Siskiyou	Nevada
Modoc	Sonoma
Humboldt	Napa
Trinity	Yolo
Shasta	Placer
Lassen	Marin
Tehama	Solano
Plumas	Sacramento
Mendocino	El Dorado
Glenn	Contra Costa
Butte	Alameda
Sierra	San Francisco
Lake	San Mateo
Colusa	Santa Cruz
Sutter	Santa Clara

Central

Amador	San Benito
San Joaquin	Monterey
Calaveras	Fresno
Alpine	Inyo
Stanislaus	Kings
Tuolumne	Tulare
Mono	San Luis Obispo
Mariposa	Kern
Merced	Santa Barbara
Madera	

Southern

Ventura
Los Angeles
San Bernardino
Orange
Riverside
San Diego
Imperial

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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

EXHIBIT A

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/.

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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

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- 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	Rental State	Year	Make	Model

SAMPLE

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	Year	Date Approved by OFAM

SAMPLE

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.

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Reconciliation Report

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

Invoice Number	Renter Name	Date Out	Date In	Total Days	Time Out	Time In	Total Rental Time	Rental Office Address	Odometer In/Out	Total Miles	Base Rate Daily, Weekly,	Additional Time Charges (Hourly)	Sales Tax	Fuel	Other Taxes/Fees	Total Amt Due	Adjustments	Requested Car Class	Car Class Rcvd	License Plate #	Make	Model	Year	Color

SAMPLE

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.

J. MARKETING AND PROMOTIONAL ADS

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. RATES

1. Contractor shall charge the Base Rate plus, as applicable, taxes, State and local Government fees and surcharges, and/or airport fees except as stipulated in Paragraph 5. c) below.

2. Rates will include unlimited mileage provided the car is returned to the renting location or other drop point authorized by the Contractor at the time of pick up. Rates will not be subject to blackout dates or a minimum rental period. If the Contractor provides a vehicle not included in **Exhibit F** and **Exhibit G** the terms and conditions of this Agreement will still apply.

3. The Contractor will not charge additional fees for all one-way domestic rentals.

4. There will be no late, no show, energy recouping and/or cancellation fees charged to State employees and Optional Users.

5. Short Term Rates

   a) The Daily Base Rate, Weekly Base Rate, and Maximum Cap Rate Daily, (as applicable), are set forth in **Exhibit F** and displayed in the GDS.

   b) The vehicle must be returned with the same level of fuel it had when the renter picked it up, or the Contractor shall charge market fuel prices for vehicle refueling without requiring pre-payment. ZEV rate includes all charging costs. The renter is not required to return the ZEV at the same level of charge it had when it was picked up.

   c) Applicable fees vary per airport. The State will not pay any fees for which it is exempted. Specific airport fees must be itemized in renter's receipt. If the Daily Base rate plus applicable airport fees is lower than the MCR, Contractor shall charge the lower amount. If the Daily Rate plus applicable fees is higher than the MCR, Contractor shall charge the MCR.

6. Long Term Rates

   a) If long term rental procedures outlined in Exhibit A, Section 4. C.2. are followed, the monthly Base Rate shall apply provided the rental period is at least thirty (30) days. After the initial thirty (30) days, the rental vehicle will incur charges based on the daily or weekly rates provided in **Exhibit G**.

   b) The vehicle must be returned with the same level of fuel it had when the renter picked it up, or the Contractor shall charge market fuel prices, for vehicle refueling without requiring pre-payment. The renter is not required to return a ZEV at the same level of charge it had when it was picked up.

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7. Overage Charges

   a) For short term vehicles rented on a daily or weekly basis, if overage charges apply for vehicles returned outside the rental period, the Contractor will charge one-third (1/3) of the Daily Base Rate per hour until the maximum Daily Base Rate is reached.

   b) For long term vehicles rented on a monthly basis, if overage charges apply for vehicles returned outside the rental period, the Contractor will charge the long term Daily Base Rate per day.

B. PAYMENT

1. Payment by a State employee or Optional User must be made through the State's authorized Travel Payment System (TPS). Contractor acceptance of the TPS as the only authorized form of payment is mandatory.

2. CHARGES AND BILLING: The reservation will be made through the authorized short term, long term or emergency reservation process utilizing an account identification number issued by the Contractor for each State or Optional User. The account identification number may contain: billing numbers that identify the traveler, the State or Optional User, the cost center, the Base Rate, and the insurance coverage. Monthly, the Contractor will charge all transactions to the TPS for payment. The State department or Optional User will receive a consolidated billing statement from TPS reflecting charges through the end of the billing cycle for that account. Detailed billing data shall come directly from the Contractor in accordance with Exhibit A., Section 8.I. REPORTS, including Agency Billing Code and Cost Center information. State and Optional Users are responsible for payment to the TPS.

3. Should the TPS change prior to the expiration of this Agreement, the DGS/STP Contract Administrator will notify the Contractor and provide new TPS account numbers.

C. BILLING TO INDIVIDUAL DEPARTMENTS

THE CONTRACTOR WILL NOT BILL THE DGS/STP FOR VEHICLES RENTED BY EMPLOYEES OF OTHER OFFICES AND DEPARTMENTS. The Contractor must invoice the employee's State department or Optional User direct billing account through the TPS and have an identified process for State departments and Optional Users to dispute incorrect charges.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

2. RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

3. COMPLIANCE WITH RECALL NOTIFICATIONS

When the Contractor receives a recall notice to owners under Section 30118 of the Federal Motor Vehicle Safety Act pursuant to 49 CFR 577.5 from a manufacturer and the Vehicle Identification Number (VIN) allowing Contractor to identify vehicles subject to the recall, Contractor shall ground all such vehicles as soon as practicable. Pursuant to this policy such vehicles will not be made available for rental under the State of California contract until a remedy specified by the manufacturer has been completed.

4. 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 monies to any subcontractor.

EXHIBIT D

5. RESOLUTION OF CONTRACT DISPUTES

A. In the event of a dispute, Contractor will attempt resolution with the DGS/STP Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the DGS, Office of Fleet and Asset Management Office Chief within ten (10) days of the failed resolution at the following addresses:

Department of General Services
Office of Fleet and Asset Management
1700 National Drive
Sacramento, CA 95834
Attention: Office Chief

B. 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.

6. EMPLOYMENT OF UNDOCUMENTED WORKERS

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

7. SPECIFIC STATUTORY REFERENCE

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

8. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION (WITHOUT GOALS)

The State has established no goals for DVBE participation for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 *et seq.*, which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

EXHIBIT E

INSURANCE TERMS AND CONDITIONS

1. GENERAL PROVISIONS APPLYING TO ALL POLICIES

A. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within thirty (30) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

C. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

D. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

E. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VII. If the Contractor is self - insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

F. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

H. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

2. THIRD PARTY LIABILITY INSURANCE

A. THIRD PARTY LIABILITY INSURANCE COVERAGE AND INDEMNIFICATION: Notwithstanding the provisions of any Contractor rental vehicle agreement executed by the State employee, the Contractor 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

EXHIBIT E

use of the vehicle, EXCEPT when the loss or damage is caused by one or more of the following:

1) 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.

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

3. CONTRACT INSURANCE REQUIREMENTS

Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

A. Third Party Liability Insurance – Contractor shall provide a certificate of insurance in the amount of $300,000 per occurrence for bodily injury and property damage combined. The Certificate of insurance must include the following provisions in their entirety:

1) The limit of such liability shall be $300,000 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 Contractor 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.

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

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

4) The Certificate Holder shall be:

The State of California
Department of General Services
Statewide Travel Program
707 3rd Street, MS 600
West Sacramento, CA 95605

B. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors,

EXHIBIT E

products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

1) The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of $1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations.

1) A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

4. LOSS OF OR DAMAGE TO VEHICLE

A. Notwithstanding the provisions of any Contractor vehicle rental agreement the Contractor 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, obtaining the vehicle through fraud or misrepresentation, 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:

1) 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.

2) 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.

3) Use of the vehicle for any intentionally illegal purpose.

4) Use or permitting the vehicle to carry unauthorized passengers.

5) Operation of the vehicle in a test race or contest.

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

7) 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-country travel, that the Contractor is notified regarding the trip and that the DGS, Office of Risk and Insurance Management (ORIM) approved insurance is obtained for the trip.)

EXHIBIT E

8) Operation of any vehicle that was not properly designed for that intended use.

9) Excessive vehicle wear and tear, due to off-road operation, that may include:

aa) Tire punctures or missing chunks of tread.

bb) Impact Damage (body panels or undercarriage) defined as follows:

i) Scratches larger than 2" or multiple scratches per panel penetrating the paint.

ii) Dents larger than 2" or multiple dents per panel.

iii) Impact to undercarriage that will require repair in order to maintain the drivability of the vehicle.

iv) Rips in upholstery, missing or broken interior components.

cc) Soot, smoke or stain damage requiring professional cleaning.

5. DAMAGE LIABILITY

State and Optional User 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 this Agreement.

6. BILLING FOR DAMAGES

When loss or damage is due to an exception stated in Paragraph 4. LOSS OF OR DAMAGE TO VEHICLE above, the Contractor will submit its bills directly to the State employee's department or Optional User agency. If the State department or Optional User agency denies liability on the basis that the employee was not operating the vehicle within the scope of employment at the time of the loss, the Contractor may handle the matter directly with the employee. Claims for damage to a vehicle will not include amounts for loss of use.

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.*

National Car Rental and Enterprise Rent-A-Car

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Section I: Reservations

1. Explain how and when short term State Contract Rates for all participating locations will be loaded into Sabre.

Enterprise and National operate seamlessly with all travel agency Global Distribution System (GDS) direct-link products. Once awarded the Short Term Contract, rate plans would be created and submitted to our corporate office to be loaded into our system. Upon being loaded, rates would be available within 24 hours. Therefore, rates would be available at all participating locations on the Go Live date.

2. Explain how and when short term vehicle inventory for all participating locations will be loaded into Sabre.

Due to Enterprise and National's large number of corporate rental partners that book through the various GDS systems, our locations are already loaded into these systems. All participating locations would be available to State of California renters for booking on the Go Live date. In addition, our vehicle inventory for each location is automatically updated within our systems and is available through all GDS systems in real time. Our operations and headquarters staff analyze vehicle requirements hourly for each location to ensure we maintain inventory at all times. We also move and share vehicles between cities and locations, which allows us to shift resources to meet demand.

3. Describe your approach to quality control and internal testing to ensure the State can verify online reservations for participating locations.

All Enterprise and National locations in North America will participate in this Contract (excluding locations in New York as specified by the RFP). This will alleviate the State from needing to verify if the Contract is available to users at a specified location. Our locations with a high volume of State rentals will run daily reports to ensure that they have vehicles in place to meet the State's demands. Our yield management teams will constantly monitor the flow of State reservations to make sure we meet demand for vehicles. The State has priority in our reservation system and we will shut down other lines of business in order to guarantee that we have the needed vehicles for the State. When the State makes a reservation we will guarantee to have the vehicle at that location.

Additionally, we send a weekly report to Concur with any openings, closures or modifications that are made in our rental branch locations, which ensures the system is always up to date. Once invoices are closed, they are audited to insure accuracy before being released into our billing system.

4. Describe your process to identify, control and report short-term rental reservation activity that may indicate renters' attempts to bypass long term rental reservation procedures, e.g. multiple short term reservations totaling more than 30 days. Explain in detail how technology and/or procedures would address potential scenarios. Please provide a sample report identifying circumstances where short term rentals became long term rentals.

In order to help identify potential Long Term Rentals that are utilizing the Short Term Contract, we designed a report that can be used as a tool by each department to review rentals. This report will be run quarterly for the State's direct bill account numbers and would summarize the number of invoices and rental days by renter names. This report highlights renters whose rentals for the quarter exceed an agreed upon number of days.

For example, if the State wants to identify renters who have had a vehicle for more than 60 days in a 90-day period, we will supply that data. The number of days would need to be a set number to be used by all direct bill accounts. Once identified, the account manager will work with the direct bill account and the STP to direct them to the long term program.

See the sample report below:

Quarterly Report by Renter

ENTERPRISE HOLDINGS

Direct Bill Account #: ABC1234

Time Period: January - March 2015

Last Name	First Name	# of Rental Agreements	# of Rental Days
Brown	Dylan	10	85
Fitch	Connor	6	75
Jones	Allen	5	72
Smith	John	4	65

5. Describe the quality of customer service you will provide for CalTravelStore agent-assisted reservations or STP requests.

Enterprise and National will provide a local, dedicated account manager to be the point of contact for both CalTravelStore and the STP. Your account manager will assist with the day-to-day needs of the mutual customers. The account manager would be the State's single point of contact, which eliminates the need for CalTravelStore agents or the STP team to contact multiple locations with questions.

There are also several ways agents may obtain assistance:

National:

1-800-328-4300 – Travel Agency Reservation Help
1-800-328-2233 – GDS Booking Format Help
tagents@nationalcar.com

Enterprise:

1-800-424-1282 – Travel Agent Help Desk
travelagenthelp@erac.com

In addition to having a dedicated staff member to manage the Short Term Contract, our brands monitor the quality of our customer service to ensure we are providing the best possible experience for our customers. Our Service Quality index (SQi) for each of our brands and teams is what we use to measure customer satisfaction.

Enterprise and National employees and teams are determined to maintain high SQi scores by providing top-notch, personalized customer service to retain the absolute loyalty that comes with complete satisfaction. We also use our customer satisfaction data to monitor changing industry trends, needed global enhancements, and local service issues to continually improve and distinguish our service from the competition.

Section II: Payment and Billing

1. Describe the process to create direct billing accounts for California State and Optional Users. Include how new accounts will be created and existing accounts will be managed.

The Direct Bill Profile must be completed for each direct bill number. Direct bill accounts normally default to a monthly bill cycle. Your account manager will discuss the options available to you and will determine the billing cycle that works best for the State's renters and optional users.

As the current Short Term Contractor, Enterprise Holdings has experienced team members and processes in place to expedite the creation and maintenance of all direct bill accounts for State and optional users. New accounts will be created and CalTravelStore and the STP will be provided with the department-specific direct bill Numbers. This will minimize any chance of fraud on each account.

2. Explain your approach to link direct billing accounts to TPS account numbers, currently provided by American Express, and ensure direct billing accounts will be the only means of payment accepted for State employees and Optional Users at all participating locations. Include how user account linkage to TPS account numbers will be created, deleted, and modified.

Our direct bill accounts will be linked to the TPS account numbers behind the scenes. All State and Optional User accounts will be assigned a unique account number that will only be provided to the STP and CalTravelstore. The State renter or Optional User must have a reservation made using the direct bill account number prior to a rental taking place. All account creations, deletions and modifications can be requested through the Account Manager and will be submitted to our corporate office for completion. When a traveler enrolls in the Emerald Club, we will create a profile unique to that traveler that stores, among other items, his/her name, address, driver's license data, and payment method. This will ensure that the correct TPS account number and billing reference is applied to that traveler's rentals.

3. Describe your process for State Departments and Optional Users to dispute incorrect charges.

Our local rental branch staffs are empowered to make adjustments at the time of vehicle return. Travelers are encouraged to review their charges prior to leaving the facility.

Should a traveler find a discrepancy after leaving the location, he or she should contact their travel coordinator, who will contact the dedicated Enterprise and National staff supporting your account. We will take the appropriate steps to resolve the discrepancy.

4. Describe the process to ensure accurate billing.

Our reservation system incorporates an automated rate quote program to ensure that the appropriate contractual rates and provisions will be applied. This is driven by an Account Number, which ensures 100 percent compliance with the State's contract. Whenever a reservation is placed using this account number, the rates and terms of the State's agreement are recognized as primary and are automatically extended to the renter. In addition, procedures at our rental counters, such as verifying State IDs, would be followed by each rental branch to ensure the proper direct bill accounts are being used.

5. Describe options in your billing delivery system, your reporting capabilities, and provide examples of standard billing reports.

Each State direct bill account and Optional User will receive a monthly report summarizing all activity for the previous billing cycle. This report is designed to provide information to support reconciliation of travel and payment to the State's Travel Payment System (TPS). These monthly bills include the following information for each invoice:

- Agency Name
- Agency Direct Bill Number
- Invoice Number
- Reservation Number
- Driver Name
- Check-Out Location
- Check-Out Date
- Check-In Location
- Check-Out Date
- Total Days Rented
- Miles Out
- Miles In
- Total Miles Driven
- Car Class
- Average Time and Miles (Rate)
- Fuel Charges
- Taxes/Fees
- Total Billed Charges
- Vehicle Information:
    - Make
    - Model
    - Year
    - License Plate
    - VIN

These reports can be emailed to multiple points of contacts if required, in addition to the STP.

Please see Appendix A for sample report

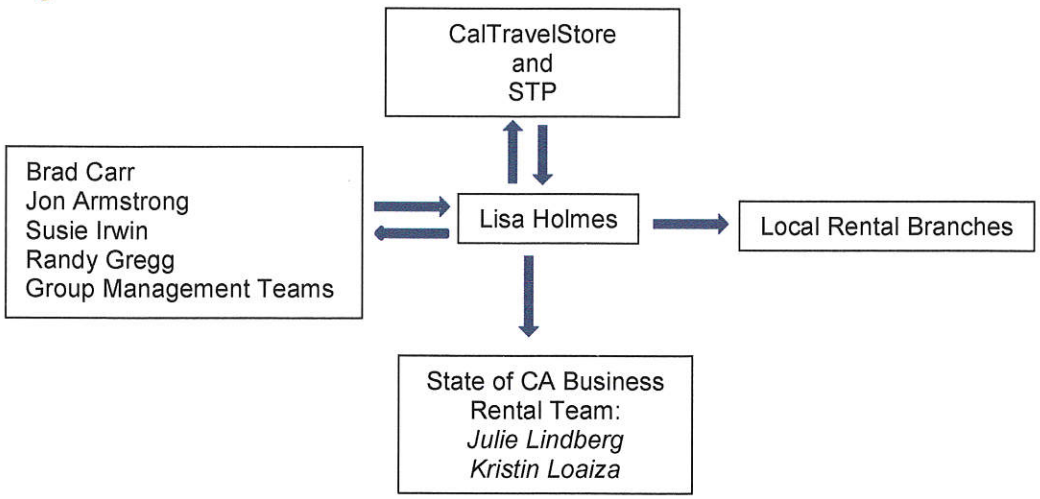
Section III: Planning

1. Provide an outline that includes timelines for implementation, key milestone dates, deliverables, and an organizational chart.

As a result of our long-standing relationship with the State of California, the implementation process will be a seamless and smooth transition for the State and its travelers. Our current Contract will continue through December 31, 2015 and the new Short Term Contract would go into effect January 1, 2016. Once the Short Term Contract is awarded, we would begin the process of getting all of the accounts updated and/or created and loaded with new rate plans. All aspects of the new Short Term Contract would be available to all accounts as of the Go Live date, January 1st, 2016.

All stages of the implementation and management processes will be handled directly by the Account Manager, with support from local management and administrative staff. Your dedicated Account Manager will continue to conduct regular meetings with the State of California to review the success of your rental program. Training supplies will be delivered as needed or as requested by each direct bill account.

Organizational Chart



Proposed Time Table for Implementation

October 2015: - Notice of intent to award

November 2015*: - Work with STP to identify new account

- Create new account and billing numbers and deliver to CalTravelStore and STP
- Start training as needed with Travel Agency, Rental Branches, State Department/Agencies, and Optional Users
- Design and submit new rate plans for Short Term Contract to corporate office to be loaded by December 1st, 2015 for random location rate verification

December 2015*: - Continue training as needed with Travel Agency, Rental Branches, State Department/Agencies, and Optional Users

** Dates may vary depending on actual Contract award date*

2. Identify key individuals who will be responsible for implementation, their roles and responsibilities.

There will be several key individuals involved in the implementation and management of the Short Term Contract. The primary individual will be the Account Manager, Lisa Holmes, who will be responsible for the overall administration of the account. Her team of Business Rental Account Representatives will assist with various aspects of the implementation, from travel agency support to support for State agencies, direct bill accounts, and Optional Users.

Lisa Holmes started as the State of California Account Manager with Enterprise Rent-A-Car in the year 2000. When Lisa began her role as Account Manager, Enterprise had only a handful of accounts set up with the State and billing was being done via the DGS Blue Card. As the billing system evolved, Lisa worked closely with the State to make sure that Enterprise's billing system developed to match the State's needs. In 2008, with the merger of Enterprise and National, Lisa's role grew as she became the main point of contact for both companies.

During her time in this role, Lisa has worked hand in hand with the Department of General Services to manage an ever-evolving program to meet the State of California's car rental needs. While managing these accounts, Lisa has had a role in:

- Account Set Up, Implementation, and Training
- Travel Agency Assistance and Training
- Working with American Express at the initial set up phases of the CRBTA program
- Identifying cost savings and implementing changes to departmental costs
- Implementation of a customized online booking tool to reduce the cost of booking reservations that did not involve hotel or airfare
- Creation of special rates for Caltrans and Board of Equalizations long term vehicles to reduce the cost of special needs vehicles prior to a Long Term rate program
- Training car rental branches throughout California on the State of California account
- Creation and implementation of a Counter By Pass program for the State of California Traveler
- Working with Optional Users to reduce costs for Cities, Counties, Schools and Universities under the previous State of California contract
- Working with Calfire during the emergency fire season to support their travel agencies and renters
    - Available to the Fire Teams and Renters 7 days a week between 6 a.m. and 10 p.m. via phone and email
    - Coordinating reservations for teams at branches all over California
    - Coordinating the delivery of large batches of vehicles to fire camps when drivers were unable to pick up vehicles by drivers and vehicle carriers
    - Providing onsite support for camps when necessary

Lisa's history with the State of California makes her a valuable source of knowledge and experience, and an excellent Account Manager. She would continue in this role bringing with her a team of individuals prepared to handle the large volume and requirements of the State of California Contract.

3. Describe your communication and training process that will be used to ensure a smooth implementation and/or transition.

Our initial communication with State employees will begin during the re-implementation of your rental program. The education of travelers and those connected to the State account is an important component of the re-implementation process. To aid in communicating your selection of Enterprise and National, we will provide documents for posting on internal websites or in emails that will outline services and benefits available to your employees. If necessary, travel seminars can be conducted where travelers view a presentation on Enterprise and National and ask questions directly to our representatives.

4. Specify all training to be provided including training for your staff, Statewide Travel Program Staff, State Travel Agency and travelers.

Since the State of California is currently one of our largest accounts in the region, our staff is familiar with the State Contract and how to handle State business. Upon award of the new Short Term Contract, our employees will be updated on any changes that they need to be aware of. We will release a companywide announcement about the new Short Term Contract and its procedures. In addition, training documents can be posted on our intranet for all employees to access. The Statewide Travel Program (STP) staff and CalTravelStore are familiar with Enterprise and National under the current contract as well. Travel Agency guides can be produced for any new Travel Program Staff within STP or CalTravelStore.

The education of State of California travelers is an important part of the implementation process, and we will provide documents for the State's intranet, and email templates that outline services and benefits. Because of our long-standing partnership with the State of California, all of this should reinforce our current processes and ensure your travelers are well educated on our services and benefits.

5. Identify the types of training documentation that will be provided (i.e. new account guide, user manuals).

Enterprise and National will provide new account guides, user manuals, travel agency format sheets, and welcome emails with the direct bill account updates. As needs arise, training sessions and/or meetings with direct bill accounts and Optional Users can be arranged.

Section IV: Emergencies

1. Describe the process to reserve and expeditiously fulfill vehicle rental requests during emergencies.

During times of emergency, Enterprise and National will have a dedicated account manager available between the hours of 6 a.m. and 10 p.m., seven days a week, to assist with the acquisition of vehicles by emergency teams. This manager will have access to the vehicles needed to quickly fulfill vehicle rental requests. These vehicles can be reserved through the CalTravelStore or directly with the Enterprise account manager.

In addition to management of local emergencies, in times of national emergencies and local crises, Enterprise can also launch our Mobile Emergency Response Vehicle, known as MERV, to any location with the contiguous United States. This dispatch can be made within as little as 36 hours.

MERV is designed to be a temporary solution (two to three weeks) until a temporary building is acquired within which normal operations can resume or the closest local branch is reopened.

Features include:

- Fully functioning branch
- Onboard diesel generator
- Counter with two computers, three employee desks with computers, time delay safe, phone system, and a copier/fax/printer
- Air system for heating and cooling
- Retractable awning

2. Explain how you will manage and move inventory to meet emergency needs including communicating with other contractors or suppliers to increase vehicle inventory.

Enterprise and National share more than 900,000 vehicles that constitute the combined rental fleet in the United States. One of the biggest advantages in consolidating to a shared fleet system is the ability to maximize fleet utilization by moving and sharing vehicles within and between groups, as dictated by demand.

Our fleet management process requires our various operations and headquarters staff to analyze vehicle availability for each location on an hourly basis. Fleet analysts as well as our rental locations closely monitor rental and reservation activity to determine appropriate levels of fleet inventory, based on supply and demand. These processes allow us to ensure availability for our customers, even in the event of an emergency.

In addition to monitoring the fleet, our representatives behind the rental counter are empowered to make adjustments to ensure customer satisfaction. In the unlikely event that we cannot provide a car in the class requested, which was confirmed through an advance reservation, it is our policy to provide the customer with a vehicle from the car class higher than the one reserved at the original rate.

As an example of our capabilities, during the 2008 and 2015 severe fire seasons in Northern California, Enterprise and National provided more than 1,000 vehicles to support the fire suppression activities. We used car haulers and local drivers to move vehicles between Northern California, Arizona and Nevada. We also had the account manager working directly with the State to coordinate vehicles to make sure OES, CALFIRE, CDCR and the other responding departments were getting the support they needed.

3. Describe the process that will be used to notify the STP of low-inventory and the approach to mitigate potential service interruptions.

In the rare event that we are running low on inventory, we will communicate with CalTravelStore and the STP via email and phone to advise our partners of the situation. We will develop a plan together to remedy the situation and mitigate any service interruptions to our customers. With our large network of rental branch locations and shared fleet, we are able to get vehicles moved to the locations in need quickly.

4. Describe the communication chain and business processes you would invoke to coordinate with the long term Contractor to increase available inventory to meet emergency vehicle demands.

If awarded only the Short Term Contract, Enterprise and National would put into place processes to assist the Long Term Contractor in the case that they suffer a shortage of vehicles and cannot fulfill a direct bill account's needs. Our account manager would work directly with the designated individual for the Long Term Contract to facilitate reservations and the acquisition of vehicles for any individuals who they cannot place in vehicles.

If awarded the Short Term and Long Term Contract, Enterprise and National will have seamless access to vehicles to fulfill needs for both long- and short-term rentals. Our vehicle availability processes are the same for both types of rentals and our fleet can easily be moved to the area where vehicles are needed.

Section V: Organization

1. Provide a brief history of your company including: start of operations, wholly owned subsidiaries, the level these entities are integrated into your system of record, number of employees, gross sales, number of corporate/government accounts, and total number of commercial car vehicles available in California and nationwide.

With more than 90,000 employees, 1.7 million vehicles, and annual global revenue of $19.4 billion (including affiliate Enterprise Fleet Management), Enterprise Holdings is the largest car rental service provider in the world.

Headquartered in St. Louis, Missouri, our company is an independently-owned, private corporation operating the National Car Rental and Enterprise Rent-A-Car brands, along with several other operational divisions all dedicated to providing our customers with an easy and efficient total transportation network.

Enterprise Rent-A-Car is known for operating the largest fleet of passenger vehicles in the world and our extensive network of locations worldwide. We are the first choice for business travelers who need to rent near their homes or offices while providing their companies savings. To accommodate home-city rentals, Enterprise has branch offices located within 15 miles of 90 percent of the U.S. population.

National Car Rental has long been favored by frequent renters at airports for speed and vehicle choice. We introduced the car rental industry's first comprehensive frequent-renter program, Emerald Club, in 1987. Today, Emerald Club continues to expedite the car rental process for time-sensitive corporate travelers by offering counter bypass and automatic e-receipts, as well as car choice — which enables customers to quickly choose their own vehicles without any paperwork and simply drive away.

Collectively, the Enterprise family of companies operates a network of 8,000 car rental locations in neighborhoods and at airports worldwide and is the most comprehensive service provider in the industry, unparalleled in size, strength, and stability. With these two brands, Enterprise Holdings gives businesses the service, value, and convenience they expect from the brands they have come to know and trust — and the most comprehensive business rental solution in the marketplace.

Enterprise and National currently serve approximately 600,000 corporate accounts, with a retention rate of 95 percent. We have contracts in place with many government agencies and municipalities, including at the state, local and national level.

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Only 6.5 percent of National's U.S. revenue transacts through licensee locations. All North American Enterprise locations are corporately owned.

National Car Rental licensees have a long history of cooperation with their parent company and allow us to offer premium rental services in large and small markets throughout the United States. Our licensees are so well-integrated into our rental network that they are indistinguishable from our corporate locations. Every licensee manager and staff member receives in-depth training and participates in our comprehensive Quality Improvement Process, including our unique Quality Service Program that monitors customer satisfaction. Through a sophisticated computer network, both our corporate and licensee locations are linked to our electronic reservation and rental system, automating contract compliance.

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Enterprise Holdings, together with affiliate Enterprise Fleet Management, is the largest private purchaser of vehicles in North America. Enterprise and National share the U.S. fleet of more than 931,900 vehicles. In California, the total number of vehicles is approximately 148,000.

Appendix A

Account Name : **Department A**
Account Number : **123ABCD**
Invoice Date : **08/22/2015**
Vendor Name : **EAN Services LLC**

Invoice #	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Time Charged	Sales Tax	Fuel	Other Fees	Total Amt Due	Rental Office Address	Rental City	Rental State	Renter's Name	PO #	Res #	Date Out	Time Out	Date In	Time In	# of Days	Start Miles	End Miles	Total Miles	Car Class	Unit	Year	Make	Model	License Plate	VIN
2YJV8H			$127.72		$127.72	$10.22			**$137.94**	8420 ELK GROVE BLVD	ELK GROVE	CA	SMITH, JOHN	ABCDEFG	395798245	7/17/2015	15:46	7/23/2015	14:04	6	433	736	303	ICAR	XXQ9YC	16	CHEV	CRZL	12YW127	123456
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Technical Proposal – Long Term

National Car Rental and Enterprise Rent-A-Car

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Section I: Reservations

1. Describe your approach to ensure long term rates will be uniformly applied at all Participating Locations.

Enterprise and National operate seamlessly with all travel agency Global Distribution System (GDS) direct-link products. Once awarded the Long Term Contract, rate plans would be created and submitted to our corporate office to be loaded into our system. Upon being loaded, rates would be available within 24 hours. Therefore, rates would be available at all participating locations on the Go Live date.

2. Explain how long term State Contract Rates and vehicle inventory for all participating locations will be made available to STP and users.

Due to Enterprise and National's large number of corporate rental partners that book through the various GDS systems, our locations are already loaded into these systems. All participating locations would be available to State of California renters for booking on the Go Live date. In addition, our vehicle inventory for each location is automatically updated within our systems and is available through all GDS systems in real time. Our operations and headquarters staff analyze vehicle requirements hourly for each location to ensure we maintain inventory at all times. We also move and share vehicles between cities and locations, which allows us to shift resources to meet demand.

3. Describe your approach to quality control to ensure the State can verify that long term reservations are accurate

All Enterprise and National locations in North America will participate in this Contract (excluding locations in New York as specified by the RFP). This will alleviate the State from needing to verify if the Contract is available to users at a specified location. Our locations with a high volume of State rentals will run daily reports to ensure that they have vehicles in place to meet the State's demands. Our yield management teams will constantly monitor the flow of State reservations to make sure we meet demand for vehicles. The State has priority in our reservation system and we will shut down other lines of business in order to guarantee that we have the needed vehicles for the State. When the State makes a reservation we will guarantee to have the vehicle at that location.

Additionally, we send a weekly report to Concur with any openings, closures or modifications that are made in our rental branch locations, which ensures the system is always up to date. Once invoices are closed, they are audited to insure accuracy before being released into our billing system.

4. Describe your process for making long term reservations, including your approach to ensure required preapprovals are obtained prior to fulfilling reservations.

Enterprise and the STP will collaborate to create a form for use by all State direct bill accounts to request a Long Term Rental. Upon request by a State Direct Bill Account, the STP will email the blank form for completion. Once the Long Term Rental has been approved at a department level, it will be forwarded back to the STP, which will make the final approval and forward the request to the Enterprise Holdings Account Manager. At this point, the Account Manager will coordinate with the State Direct Bill Account contact to facilitate the pickup of the requested vehicle. A sample of such a form may look as follows:

State of CA Request for Long Term Rental

Request Information

Department/Agency: _____
Contact Name: _____
Contact Phone Number: _____
Contact Email: _____

Reason Long Term Rental is being requested: _____

Department Approval

Rental Approved By: _____
Date Approved: _____

Rental Information

Driver's First and Last Name: _____
Driver's Phone Number: _____
Driver's Email Address: _____
Start Date of Rental: _____
Estimated Length: _____
Vehicle Type Required: _____

STP Approval

Rental Approved By: _____
Date Approved: _____

Once all fields have been completed please email to Enterprise holdings at #####@ehi.com *

**Please Note:*

#####@ehi.com - an email account will be set up for requests that can be monitored my multiple members team managing the Long Term Contract

5. Describe the quality of customer service you will provide for making long term reservations.

Enterprise and National will provide a local, dedicated account manager to be the point of contact for both CalTravelStore and the STP. Your account manager will assist with the day-to-day needs of the mutual customers. The account manager would be the State's single point of contact, which eliminates the need for CalTravelStore agents or the STP team to contact multiple locations with questions.

There are also several ways agents may obtain assistance:

National:

1-800-328-4300 – Travel Agency Reservation Help
1-800-328-2233 – GDS Booking Format Help
tagents@nationalcar.com

Enterprise:

1-800-424-1282 – Travel Agent Help Desk
travelagenthelp@erac.com

In addition to having a dedicated staff member to manage the Long Term Contract, our brands monitor the quality of our customer service to ensure we are providing the best possible experience for our customers. Our Service Quality index (SQi) for each of our brands and teams is what we use to measure customer satisfaction.

Enterprise and National employees and teams are determined to maintain high SQi scores by providing top-notch, personalized customer service to retain the absolute loyalty that comes with complete satisfaction. We also use our customer satisfaction data to monitor changing industry trends, needed global enhancements, and local service issues to continually improve and distinguish our service from the competition.

Section II: Payment and Billing

1. Describe the process to create direct billing accounts for California State and Optional Users. Include how new accounts will be created and existing accounts will be managed.

The Direct Bill Profile must be completed for each direct bill number. Direct bill accounts normally default to a monthly bill cycle. Your account manager will discuss the options available to you and will determine the billing cycle that works best for the State's renters and optional users.

As the current Long Term Contractor, Enterprise Holdings has experienced team members and processes in place to expedite the creation and maintenance of all direct bill accounts for State and optional users. New accounts will be created and CalTravelStore and the STP will be provided with the department-specific direct bill Numbers. This will minimize any chance of fraud on each account.

2. Explain your approach to link direct billing accounts to TPS account numbers, currently provided by American Express, and ensure direct billing accounts will be the only means of payment accepted for State employees and Optional Users at all participating locations. Include how user account linkage to TPS account numbers will be created, deleted, and modified

Our direct bill accounts will be linked to the TPS account numbers behind the scenes. All State and Optional User accounts will be assigned a unique account number that will only be provided to the STP and CalTravelstore. The State renter or Optional User must have a reservation made using the direct bill account number prior to a rental taking place. All account creations, deletions and modifications can be requested through the Account Manager and will be submitted to our corporate office for completion. When a traveler enrolls in the Emerald Club, we will create a profile unique to that traveler that stores, among other items, his/her name, address, driver's license data, and payment method. This will ensure that the correct TPS account number and billing reference is applied to that traveler's rentals.

3. Describe your process for State Departments and Optional Users to dispute incorrect charges.

Our local rental branch staffs are empowered to make adjustments at the time of vehicle return. Travelers are encouraged to review their charges prior to leaving the facility.

Should a traveler find a discrepancy after leaving the location, he or she should contact their travel coordinator, who will contact the dedicated Enterprise and National staff supporting your account. We will take the appropriate steps to resolve the discrepancy.

4. Describe the process to ensure accurate billing.

Our reservation system incorporates an automated rate quote program to ensure that the appropriate contractual rates and provisions will be applied. This is driven by an Account Number, which ensures 100 percent compliance with the State's contract. Whenever a reservation is placed using this account number, the rates and terms of the State's agreement are recognized as primary and are automatically extended to the renter. In addition, procedures at our rental counters, such as verifying State IDs, would be followed by each rental branch to ensure the proper direct bill accounts are being used.

5. Describe options in your billing delivery system, your reporting capabilities, and provide examples of standard billing reports.

Each State direct bill account and Optional User will receive a monthly report summarizing all activity for the previous billing cycle. This report is designed to provide information to support reconciliation of travel and payment to the State's Travel Payment System (TPS). These monthly bills include the following information for each invoice:

- Agency Name
- Agency Direct Bill Number
- Invoice Number
- Reservation Number
- Driver Name
- Check-Out Location
- Check-Out Date
- Check-In Location
- Check-Out Date
- Total Days Rented
- Miles Out
- Miles In
- Total Miles Driven
- Car Class
- Average Time and Miles (Rate)
- Fuel Charges
- Taxes/Fees
- Total Billed Charges
- Vehicle Information:
    - Make
    - Model
    - Year
    - License Plate
    - VIN

These reports can be emailed to multiple points of contacts if required, in addition to the STP.

Please see Appendix A for a sample report.

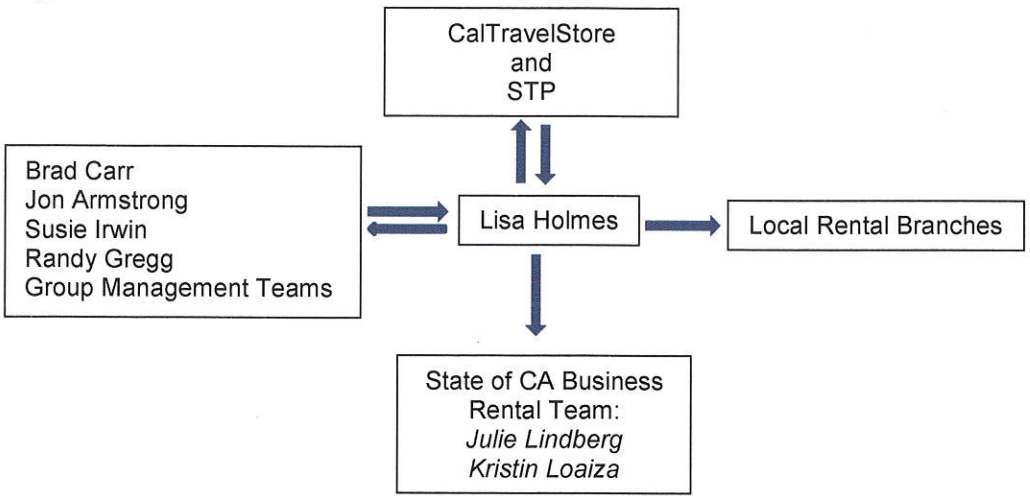
Section III: Planning

1. Provide an outline that includes timelines for implementation, key milestone dates, deliverables, and an organizational chart

As a result of our long-standing relationship with the State of California, the implementation process will be a seamless and smooth transition for the State and its travelers. Our current Contract will continue through December 31, 2015 and the new Long Term Contract would go into effect January 1st, 2016. Once the Long Term Contract is awarded, we would begin the process of getting all of the accounts updated and/or created and loaded with new rate plans. All aspects of the new Long Term Contract would be available to all accounts as of the Go Live date, January 1st, 2016.

All stages of the implementation and management processes will be handled directly by the Account Manager, with support from local management and administrative staff. Your dedicated Account Manager will continue to conduct regular meetings with the State of California to review the success of your rental program. Training supplies will be delivered as needed or as requested by each direct bill account.

Organizational Chart



Proposed Time Table for Implementation

October 2015:	- Notice of intent to award
November 2015*:	- Work with STP to identify new account
	- Create new account and billing numbers and deliver to CalTravelStore and STP
	- Start training as needed with Travel Agency, Rental Branches, State Department/Agencies, and Optional Users
	- Design and submit new rate plans for Long Term Contract to corporate office to be loaded by December 1st, 2015 for random location rate verification
December 2015*:	- Continue training as needed with Travel Agency, Rental Branches, State Department/Agencies, and Optional Users

* *Dates may vary depending on actual Contract award date*

2. Identify key individuals who will be responsible for implementation, their roles and responsibilities.

There will be several key individuals involved in the implementation and management of the Long Term Contract. The primary individual will be the Account Manager, Lisa Holmes, who will be responsible for the overall administration of the account. Her team of Business Rental Account Representatives will assist with various aspects of the implementation, from travel agency support to support for State agencies, direct bill accounts, and Optional Users.

Lisa Holmes started as the State of California Account Manager with Enterprise Rent-A-Car in the year 2000. When Lisa began her role as Account Manager, Enterprise had only a handful of accounts set up with the State and billing was being done via the DGS Blue Card. As the billing system evolved, Lisa worked closely with the State to make sure that Enterprise's billing system developed to match the State's needs. In 2008, with the merger of Enterprise and National, Lisa's role grew as she became the main point of contact for both companies.

During her time in this role, Lisa has worked hand in hand with the Department of General Services to manage an ever-evolving program to meet the State of California's car rental needs. While managing these accounts, Lisa has had a role in:

- Account Set Up, Implementation, and Training
- Travel Agency Assistance and Training
- Working with American Express at the initial set up phases of the CRBTA program
- Identifying cost savings and implementing changes to departmental costs
- Implementation of a customized online booking tool to reduce the cost of booking reservations that did not involve hotel or airfare
- Creation of special rates for Caltrans and Board of Equalizations long term vehicles to reduce the cost of special needs vehicles prior to a Long Term rate program
- Training car rental branches throughout California on the State of California account
- Creation and implementation of a Counter By Pass program for the State of California Traveler
- Working with Optional Users to reduce costs for Cities, Counties, Schools and Universities under the previous State of California contract
- Working with Calfire during the emergency fire season to support their travel agencies and renters
    - Available to the Fire Teams and Renters 7 days a week between 6 a.m. and 10 p.m. via phone and email
    - Coordinating reservations for teams at branches all over California
    - Coordinating the delivery of large batches of vehicles to fire camps when drivers were unable to pick up vehicles by drivers and vehicle carriers
    - Providing onsite support for camps when necessary

Lisa's history with the State of California makes her a valuable source of knowledge and experience, and an excellent Account Manager. She would continue in this role bringing with her a team of individuals prepared to handle the large volume and requirements of the State of California Contract.

3. Describe your communication and training process that will be used to ensure a smooth implementation and/or transition.

Our initial communication with State employees will begin during the re-implementation of your rental program. The education of travelers and those connected to the State account is an important component of the re-implementation process. To aid in communicating your selection of Enterprise and National, we will provide documents for posting on internal websites or in emails that will outline services and benefits available to your employees. If necessary, travel seminars can be conducted where travelers view a presentation on Enterprise and National and ask questions directly to our representatives.

4. Specify all training to be provided including training for your staff, Statewide Travel Program Staff, State Travel Agency and travelers.

Since the State of California is currently one of our largest accounts in the region, our staff is familiar with the State Contract and how to handle State business. Upon award of the new Long Term Contract, our employees will be updated on any changes that they need to be aware of. We will release a companywide announcement about the new Long Term Contract and its procedures. In addition, training documents can be posted on our intranet for all employees to access. The Statewide Travel Program (STP) staff and CalTravelStore are familiar with Enterprise and National under the current contract as well. Travel Agency guides can be produced for any new Travel Program Staff within STP or CalTravelStore.

The education of State of California travelers is an important part of the implementation process, and we will provide documents for the State's intranet, and email templates that outline services and benefits. Because of our long-standing partnership with the State of California, all of this should reinforce our current processes and ensure your travelers are well educated on our services and benefits.

5. Identify the types of training documentation that will be provided (i.e. new account guide, user manuals).

Enterprise and National will provide new account guides, user manuals, travel agency format sheets, and welcome emails with the direct bill account updates. As needs arise, training sessions and/or meetings with direct bill accounts and Optional Users can be arranged.

Section IV: Emergencies

1. Describe the process to reserve and expeditiously fulfill vehicle rental requests during emergencies.

During times of emergency, Enterprise and National will have a dedicated account manager available between the hours of 6 a.m. and 10 p.m., seven days a week, to assist with the acquisition of vehicles by emergency teams. This manager will have access to the vehicles needed to quickly fulfill vehicle rental requests. These vehicles can be reserved through the CalTravelStore or directly with the Enterprise account manager.

In addition to management of local emergencies, in times of national emergencies and local crises, Enterprise can also launch our Mobile Emergency Response Vehicle, known as MERV, to any location with the contiguous United States. This dispatch can be made within as little as 36 hours.

MERV is designed to be a temporary solution (two to three weeks) until a temporary building is acquired within which normal operations can resume or the closest local branch is reopened.

Features include:

- Fully functioning branch
- Onboard diesel generator
- Counter with two computers, three employee desks with computers, time delay safe, phone system, and a copier/fax/printer
- Air system for heating and cooling
- Retractable awning

2. Explain how you will manage and move inventory to meet emergency needs including communicating with other contractors or suppliers to increase vehicle inventory.

Enterprise and National share more than 900,000 vehicles that constitute the combined rental fleet in the United States. One of the biggest advantages in consolidating to a shared fleet system is the ability to maximize fleet utilization by moving and sharing vehicles within and between groups, as dictated by demand.

Our fleet management process requires our various operations and headquarters staff to analyze vehicle availability for each location on an hourly basis. Fleet analysts as well as our rental locations closely monitor rental and reservation activity to determine appropriate levels of fleet inventory, based on supply and demand. These processes allow us to ensure availability for our customers, even in the event of an emergency.

In addition to monitoring the fleet, our representatives behind the rental counter are empowered to make adjustments to ensure customer satisfaction. In the unlikely event that we cannot provide a car in the class requested, which was confirmed through an advance reservation, it is our policy to provide the customer with a vehicle from the car class higher than the one reserved at the original rate.

As an example of our capabilities, during the 2008 and 2015 severe fire seasons in Northern California, Enterprise and National provided more than 1,000 vehicles to support the fire suppression activities. We used car haulers and local drivers to move vehicles between Northern California, Arizona and Nevada. We also had the account manager working directly with the State to coordinate vehicles to make sure OES, CALFIRE, CDCR and the other responding departments were getting the support they needed.

3. Describe the process that will be used to notify the STP of low-inventory and the approach to mitigate potential service interruptions.

In the rare event that we are running low on inventory, we will communicate with CalTravelStore and the STP via email and phone to advise our partners of the situation. We will develop a plan together to remedy the situation and mitigate any service interruptions to our customers. With our large network of rental branch locations and shared fleet, we are able to get vehicles moved to the locations in need quickly.

4. Describe the communication chain and business processes you would invoke to coordinate with the short term Contractor to increase available inventory to meet emergency vehicle demands.

If awarded only the Long Term Contract, Enterprise and National would put into place processes to assist the Short Term Contractor in the case that they suffer a shortage of vehicles and cannot fulfill a direct bill account's needs. Our account manager would work directly with the designated individual for the Short Term Contract to facilitate reservations and the acquisition of vehicles for any individuals who they cannot place in vehicles.

If awarded the Short Term and Long Term Contract, Enterprise and National will have seamless access to vehicles to fulfill needs for both long- and short-term rentals. Our vehicle availability processes are the same for both types of rentals and our fleet can easily be moved to the area where vehicles are needed.

Section V: Organization

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Invoice Date : **08/22/2015**
Vendor Name : **EAN Services LLC**

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Total									**$668.52**																					

ATTACHMENT 3

CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
EAN Services, LLC	26-1186485
By (Authorized Signature)	
Jay Adelman	
Printed Name and Title of Person Signing	
JAY P. GOLDER, ASST. Secretary	
Date Executed	*Executed in the County of*
9/24/2015	St. Louis, MO

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

ATTACHMENT 3

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code (PCC) section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at https://www.dir.ca.gov/sweatfreecode.htm, and PCC section, 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

ATTACHMENT 3

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with PCC section, 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

ATTACHMENT 3

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.