

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 Pages

AGREEMENT NUMBER <b>5-11-99-01</b>	AMENDMENT NUMBER <b>1</b>
REGISTRATION NUMBER:	

- This Agreement is entered into between the State Agency and Contractor named below:  
 STATE AGENCY'S NAME  
**Department of General Services**  
 CONTRACTOR'S NAME  
**The Entities of Enterprise Holdings, Inc. listed on attached Schedule 1**
- The term of this Agreement is: **January 1, 2011 through December 31, 2013**  
 Or upon DGS signature of approval, with two (2) one (1) year extensions
- The maximum amount of this Agreement after this amendment is: **\$0.00**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

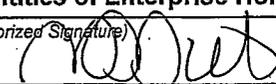
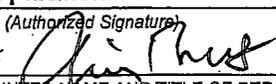
The parties hereto mutually agree to amend Contract No. 05-11-99-01, as follows:

- Section 1. of the STD. 213 CONTRACTOR NAME is amended to now read as follows:**  
**The Entities of Enterprise Holdings, Inc. listed on attached Schedule 1**
- Section 2. of the STD. 213 describing the contract term remains unchanged due to an error on the original STD 213 and reads as follows:**  
 The term of this Agreement is: **January 1, 2011 through December 31, 2013**
- Section 2. of the STD. 213 describing remaining optional years is amended to now read as follows:**  
 Or upon DGS signature of approval, with two (2) one (1) year extensions
- Correct number of pages to Exhibits A and C listed on the STD 213 as follows:**  
 Exhibit A, Scope of Work (2 pages)  
 Exhibit C, General Terms and Conditions - GTC-610 dated 6/9/2010 (9 pages)

Page 1 of 2

(continued)

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

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only    <div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>APPROVED</b>   <b>DEC 27 2012</b> </div> DEPT OF GENERAL SERVICES  <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>The Entities of Enterprise Holdings, Inc. listed on attached Schedule 1</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>12/11/12</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Mark I. Litow Authorized Officer</b>		
ADDRESS <b>600 Corporate Park Drive, St. Louis, MO 63105</b> STATE OF CALIFORNIA		
AGENCY NAME <b>Department of General Services</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>12/26/12</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jim Butler</b>		
ADDRESS <b>707 Third Street, 2<sup>nd</sup> Floor, West Sacramento, CA, 95605-2811</b>		

**STANDARD AGREEMENT AMENDMENT – SUMMARY OF CHANGES**  
(continued from STD 213)

5. Correct web link indicating location for Request for Proposal and Contractor's Proposal on the STD 213 as follows:  
RFP DGS OFAM CCR 2011 and the Contractor's response are incorporated and made a part of this agreement by reference.  
<http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements/CommercialCarRentalCCR.aspx>
6. Scope of Work – Exhibit A is replaced in its entirety and is attached hereto and incorporated by reference. Revisions are shown in underline.
7. Exhibit B is replaced in its entirety and is attached hereto and incorporated by reference. Revisions are shown in underline.
8. Exhibit E, Short Term CCR Cost Table attached hereto and incorporated by reference is amended to reflect changes to Rates effective January 1, 2013.
9. Exhibit F, Long Term CCR Cost Table attached hereto and incorporated by reference is amended to reflect changes to Rates effective January 1, 2013.

**All other terms and conditions of the original agreement shall remain in full force and effect.**

## EXHIBIT A

### SCOPE OF WORK

The DGS PD, on behalf of the OFAM STP is procuring services for rental vehicles used by employees of the State and all optional users who travel on official State business, in a continued effort to provide consistency, accountability and transparency with State travel expenditures.

The State and The Entities of Enterprise Holdings, Inc. listed on attached Schedule 1 (hereinafter referred to as the "Contractor"), hereby agree that the Contractor will provide the State with rental car services in accordance with the terms and conditions of this agreement.

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

### 1. AGREEMENT

- A. The Contractor agrees to provide the State employees short-term/long term vehicle Commercial Car Rental (CCR) and services for official State business.
- 1) The Contractor agrees that in renting vehicles, both short-term and long-term rentals, through the State of California CCR contract it shall act in accordance with the following policies:
- (a) 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 grounds 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.
- B. Participating Locations, hours of operation and by-pass availability are identified in Attachment 3 incorporated by reference and available for viewing at:  
<http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements/CommercialCarRentalCCR.aspx>.  
The minimum hours of operation within the scope of this contract shall be consistent with airport hours at those locations and consistent with business hours at all other locations.
- C. This Agreement cannot be considered binding on either party until approved by DGS/PD.
- D. The rates specified in Exhibit E and Exhibit F are in effect for the current contract term; however, Contractor may request a price increase for contract extensions in accordance with the following procedure:

The State may authorize price increases should the State decide to extend the contracts. The price increase shall in no case exceed the Consumer Price Index (CPI) for the previous calendar year. A written request for the cost increases must be submitted to the DGS/PD Administration at least ninety (90) days prior to the effective date. The Contractor shall include in the written request full justification for the price increase. The CPI will be calculated according to the Consumer Annual Average for California which Contractor may find via the State of California, Department of Finance, Economic Research Section, Sacramento, California, telephone number (916) 322-2263.

## EXHIBIT A

### 2. TERMS

- A. The term of the agreement will be from January 1, 2011 through December 31, 2013. The State reserves the right to extend the contract term for two (2) 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.

### 3. PERFORMANCE

- A. Performance shall start not later than five (5) business days, or on the express date set by the DGS and the Contractor, after all approvals have been obtained and the agreement is fully executed. 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 of each subcontractor who performs work to this contract.
- C. All performance under the agreement shall be completed on or before the termination date of the agreement.
- D. The contractor will provide a 100% of the vehicle requests and perform per contractual agreement. In no case should a government employee utilizing this contract be turned away. The State will periodically review reports to determine if the vendor is in compliance. The STP Administrator and Statewide Travel Manager will direct matters of serious concern to the Contractor's appropriate headquarters personnel.
- E. Full compliance with the terms of this Agreement is required of the Contractor and its participating locations. Any material deviation from standard rental car practices, or from the terms of this Agreement, may constitute good cause for an individual rental location to be placed in an immediate nonuse status until such time as the State of California determines that proper remedial measures have been taken (or implemented if that's preferred). Serious violations on a system-wide basis may justify disqualification of the Contractor from further State of California business. If the Contractor is disqualified, this Agreement will be immediately terminated.
- F. In the event that the Contractor is determined to be non-compliant by the State, the State will have the option to add or change vendors without a bid process and award based on the bids submitted through the RFP.

### 4. SERVICE

- A. The Contractor will provide all necessary automotive and required services under this contract.
- B. At the completion of each service, the Contractor will provide Receipt of services that will contain all charges listed, identifying the base rate, fuel and/or any excess charges in addition to the charges for the vehicle, The receipt should also contain the renter's name and information provided prior to the rental. Should a credit be issued, the Contractor will provide receipt reflecting correction.
- C. The State does not guarantee the amount of work or services that may be requested from the Contractor.

## EXHIBIT B

### RATE AND PAYMENT PROVISIONS

A. **RATES** – 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 quoted will not be subject to blackout dates, and do not require advance reservations or a minimum rental period. If the Contractor provides a vehicle not included in Exhibit E and F the terms and conditions of this Agreement will nevertheless apply.

#### Short Term Rates

1. The daily, weekly, and maximum cap rates, (as applicable), set forth in Exhibit E.
2. The renter must return the vehicle with the same level of fuel that the vehicle had when it was picked up, or the company may charge market fuel prices, for vehicle refueling without requiring pre-payment.
3. Maximum Cap Rates (MCR) offered includes the base rate, all fee's, all charges, in addition to airport access fees, vehicle license fees and, State, City and County or local surcharges that apply to the CCR industry as a whole and identified by airport. Sales tax and refueling charges will not be included in the rate. MCR should be provided at the top 14 airports stated in RFP Section A.3.a., based on the volume data provided in this RFP and will be evaluated based on availability provided by the contractor.

MCR – includes the base rate and all fees listed below:

- Vehicle Licensing Recovery Fee
- Concession Recoup Fee
- Tourism Fee
- Transportation Fee
- Other Fees where applicable\*

\* Other fees that are applicable are to be noted and attached to the bid sheet. (See Exhibit E & F)

\* Other fees and surcharges are to be included in the MCR provided. (See Exhibit E & F)

#### Long Term Rates

1. For the Long-term (thirty days or more) daily, weekly and monthly base rates shall apply so long as the rental period is at least 30 days, and after the initial 30 days, the rental vehicle will incur charges based on the daily, weekly, or monthly rates provided on Exhibit F. After which, the vehicle may be returned without penalty.
2. Long Term rentals, the renter must return the vehicle with the same level of fuel that the vehicle had when it was picked up, or the company may charge market fuel prices, for vehicle refueling without requiring pre-payment.

#### Global Distribution System

Submitted rates will be entered into the Global Distribution System (GDS) by the Contractor and be designated as the **CALIFORNIA STATE CONTRACT RATE**. The State of California will publish rates described in Exhibits E and F (to the extent possible) changes thereto in a Travel Bulletin or comparable document. **THE APPLICABLE BASE RATE SHALL BE QUOTED TO THE STATE TRAVELER AT THE TIME OF RESERVATION.**

## EXHIBIT B

All car rental rates must be accessible in the Global Distribution System (GDS) and/or through a Department intranet site. Contractor will not charge the State more than the contract rates set forth in Exhibits E and F.

Note: Rates quoted in Exhibit E and Exhibit F must be available at all California, Domestic and International locations. Bidders shall provide a separate Attachment 3 listing for each California, Domestic and International participating locations.

### B. PAYMENT

Payment by the State employee may be made with the **American Express Government Charge Card**, or the **American Express Car Rental Business Travel Account (CRBTA)**. Acceptance of an **American Express Government Charge Card** or the **CRBTA** is mandatory. Cash, personal checks and personal credit cards are not authorized forms of payment for the State of California contract CCR rates.

AMERICAN EXPRESS CAR RENTAL BUSINESS TRAVEL ACCOUNT (CRBTA) CHARGES AND BILLING: The CRBTA is controlled by the Contractor. The reservation will be made through the current state travel agency, Cal-Travel Store utilizing an identification number issued by the car rental contractor for each department, or optional user. This may include but will not be limited to, billing numbers that identify the traveler, the department, the cost center, the State rate, and the proper insurance coverage. There are no actual cards. Upon completion of the reservation, the Car Rental Contractor will submit the transaction to American Express for payment. The State department will receive a consolidated billing statement from American Express reflecting charges through the 25<sup>th</sup> of the month. Detailed billing will come directly from the car rental company, in an excel spreadsheet or another optional useful format, providing the detail, including cost center information, charges, and specific needs requested by the department. The department will pay American Express directly.

Pre-charging credit cards with the estimated amount of the rental and/or making changes to the method of payment) when the car is returned is prohibited.

Should the travel payment vendor change before the end of this CCR contract cycle, the STP will contact each Contractor to provide further processing directions. The Contractor will ensure that all locations are notified of the changes.

BILLING TO INDIVIDUAL DEPARTMENTS: THE CONTRACTOR WILL NOT BILL THE DGS, OFAM FOR VEHICLES RENTED BY EMPLOYEES OF OTHER OFFICES AND DEPARTMENTS. The contractor must send invoices to the employee's department or office address. Do not send invoices to the OFAM address located at 1700 National Drive. The Contractor shall provide the State a single address for the remittance of all payments from this contract.

OTHER FORMS OF PAYMENT: NO OTHER FORM OF PAYMENT WILL BE AUTHORIZED FOR THESE STATE CONTRACTED RATES FOR STATE EMPLOYEES. If the Contractor provides contracted rates under another form of payment for optional users (see RFP Section A.5.b. "optional users" - definition), the Contractor will be required to include this data in all reports requested, for the term of the contract, and include this volume in the revenue share provided to STP.

SHORT TERM CCR COST TABLE

BASE RATE WITH \$250,000 INSURANCE FOR SHORT TERM RENTALS  
(Effective January 1, 2013)

EXHIBIT E

<u>VEHICLE CLASS TYPE</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MAXIMUM CAP DAILY</u>
<b>Compact</b> Nissan Versa, Toyota Yaris	\$30.78	\$123.12	\$47.20
<b>Mid-Size/Intermediate</b> Toyota Corolla, Nissan Sentra	\$30.78	\$123.12	\$47.20
<b>Full-Size</b> Chevy Impala, Nissan Altima	\$33.86	\$135.43	\$50.27
<b>Alternative Fuel Vehicle</b> Chevy HHR, Chevy Impala	\$33.86	\$135.43	\$50.27
<b>FWD/Sport Utility Vehicle</b> Ford Escape, Jeep Liberty	\$51.30	\$230.85	\$76.95
<b>Mini Van</b> Chrysler Town and Country, Dodge Grand Caravan	\$51.30	\$230.85	\$76.95
<b>Pick Up Trucks</b> Chevy Silverado, Ford F150	\$66.69	\$307.80	\$92.34

LONG TERM CCR COST TABLE

BASE RATE WITH \$250,000 INSURANCE FOR LONG TERM RENTALS  
*(Effective January 1, 2013)*

EXHIBIT F

<u>VEHICLE CLASS TYPE</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MAXIMUM CAP DAILY</u>
<b>Compact</b> Nissan Versa, Toyota Yaris	\$17.78	\$124.48	\$533.52
<b>Mid-Size/Intermediate</b> Toyota Corolla, Nissan Sentra	\$17.78	\$124.48	\$533.52
<b>Full-Size</b> Chevy Impala, Nissan Altima	\$20.31	\$142.20	\$609.44
<b>Alternative Fuel Vehicle</b> Chevy HHR, Chevy Impala	\$20.31	\$142.20	\$609.44
<b>FWD/Sport Utility Vehicle</b> Ford Escape, Jeep Liberty	\$25.65	\$179.55	\$769.50
<b>Mini Van</b> Chrysler Town and Country, Dodge Grand Caravan	\$32.48	\$227.42	\$974.70
<b>Pick Up Trucks</b> Chevy Silverado, Ford F150	\$25.65	\$179.55	\$769.50