

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 8/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED      8 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
5-11-99-01	3
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, 2014**  
 Or upon DGS signature of approval, with one (1) 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:

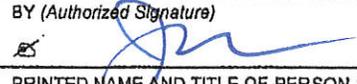
The parties hereto mutually agree to amend Contract No. 05-11-99-01 and its amendments, as follows:

- Section 2. of the STD. 213 describing the contract term now reads as follows:**  
 The term of this Agreement is: **January 1, 2011 through December 31, 2014**
- Section 2. of the STD. 213 describing remaining optional years is amended to now read as follows:**  
 Or upon DGS signature of approval, with one (1) one (1) year extensions
- Scope of Work – Exhibit A is replaced in its entirety and is attached hereto and incorporated by reference. Revisions shown in underline reflect changes to the contract term, additional optional remaining years in the agreement and the addition of Zero Emission Vehicles (ZEVs) as a Vehicle Class available for rental.**
- Exhibit B is replaced in its entirety and is attached hereto and incorporated by reference. Revisions shown in underline state conditions related to vehicle charge levels and charging costs for ZEVs at rental return.**

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(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 blue; padding: 5px; text-align: center;">                     APPROVED  <span style="color: red; font-weight: bold; font-size: 1.2em;">DEC 23 2013</span>                      DEPT OF GENERAL SERVICES                 </div>  <input type="checkbox"/> Exempt per:
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>		
<b>The Entities of Enterprise Holdings, Inc. listed on attached Schedule 1</b>		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
	12/1/13	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
JAY GOLDBERG, ASST. Secretary		
<small>ADDRESS</small>		
600 Corporate Park Drive, St. Louis, MO 63105		
<b>STATE OF CALIFORNIA</b>		
<small>AGENCY NAME</small>		
<b>Department of General Services</b>		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
 for JB	12/12/13	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Jim Butler, Deputy Director		
<small>ADDRESS</small>		
707 Third Street, 2 <sup>nd</sup> Floor, West Sacramento, CA, 95605-2811		

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

5. Exhibit E, Short Term CCR Cost Table attached hereto and incorporated by reference is amended to add ZEVs as an additional Vehicle Class and reflect changes to Rates effective January 1, 2014.
6. Exhibit F, Long Term CCR Cost Table attached hereto and incorporated by reference is amended to add ZEVs as an additional Vehicle Class and reflect changes to Rates effective January 1, 2014.

All other terms and conditions of the original agreement and its amendments 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, 2014. The State reserves the right to extend the contract term for one (1) one-year term 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 A**

**5. ZERO EMISSION VEHICLES**

A. Where available, the Contractor shall provide Zero Emission Vehicles (ZEVs) that emit no tailpipe pollutants from the onboard source of power. This Vehicle Class offered for rental in limited numbers may not be available at all California, Domestic and International locations.

SHORT TERM CCR COST TABLE

BASE RATE WITH \$250,000 INSURANCE FOR SHORT TERM RENTALS  
 (Effective January 1, 2014)

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	\$31.46	\$125.83	\$48.23
<b>Mid-Size/Intermediate</b> Toyota Corolla, Nissan Sentra	\$31.46	\$125.83	\$48.23
<b>Full-Size</b> Chevy Impala, Nissan Altima	\$34.60	\$138.41	\$51.38
<b>Alternative Fuel Vehicle</b> Chevy HHR, Chevy Impala	\$34.60	\$138.41	\$51.38
<b>FWD/Sport Utility Vehicle</b> Ford Escape, Jeep Liberty	\$52.43	\$235.93	\$78.64
<b>Mini Van</b> Chrysler Town and Country, Dodge Grand Caravan	\$52.43	\$235.93	\$78.64
<b>Pick Up Trucks</b> Chevy Silverado, Ford F150	\$68.16	\$314.57	\$94.37
<b>Zero Emission Vehicle</b> Nissan Leaf, Chevy Volt	\$40.88	\$245.28	\$57.66

LONG TERM CCR COST TABLE

BASE RATE WITH \$250,000 INSURANCE FOR LONG TERM RENTALS  
(Effective January 1, 2014)

EXHIBIT F

<u>VEHICLE CLASS TYPE</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
<b>Compact</b> Nissan Versa, Toyota Yaris	\$18.18	\$127.22	\$545.26
<b>Mid-Size/Intermediate</b> Toyota Corolla, Nissan Sentra	\$18.18	\$127.22	\$545.26
<b>Full-Size</b> Chevy Impala, Nissan Altima	\$20.76	\$145.33	\$622.85
<b>Alternative Fuel Vehicle</b> Chevy HHR, Chevy Impala	\$20.76	\$145.33	\$622.85
<b>FWD/Sport Utility Vehicle</b> Ford Escape, Jeep Liberty	\$26.21	\$183.50	\$786.43
<b>Mini Van</b> Chrysler Town and Country, Dodge Grand Caravan	\$33.20	\$232.42	\$996.14
<b>Pick Up Trucks</b> Chevy Silverado, Ford F150	\$26.21	\$183.50	\$786.43
<b>Zero Emission Vehicle</b> Nissan Leaf, Chevy Volt	\$25.55	\$191.63	\$766.50