

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

5159905

REGISTRATION NUMBER

AMENDMENT NUMBER

1

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

STATE AGENCY'S NAME

Department of General Services

CONTRACTOR'S NAME

EAN Services, LLC.

2. The term of this Agreement is January 27, 2016 through February 28, 2019 With two, one-year options to extend

3. The maximum amount of this Agreement after this amendment is: \$.00

4. 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:

This amendment replaces the following in their entirety:

Exhibit A - Scope of Work

12 Pages

Exhibit F - Short Term Rental Cost Table

1 Pages

Exhibit G - Long Term Rental Cost Table

1 Pages

Exhibit F and G rates go into effect March 1, 2018. All other contract terms and conditions remain unchanged.

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)



Feb. 23, 2018

PRINTED NAME AND TITLE OF PERSON SIGNING

Jay Golder, Asst. Secretary

ADDRESS

600 Corporate Park Dr
St. Louis, MO 63105**STATE OF CALIFORNIA**

AGENCY NAME

Department of General Services

BY (Authorized Signature)

DATE SIGNED (Do not type)



Feb 23, 2018

PRINTED NAME AND TITLE OF PERSON SIGNING

Diane Leung, Master Agreement Unit 1 - Supervisor

ADDRESS

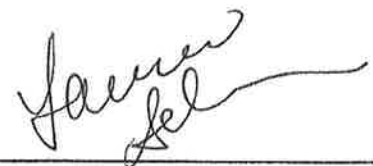
707 3rd Street, 2nd Floor
West Sacramento, CA 95605-2811CALIFORNIA
Department of General Services
Use Only**APPROVED****FEB 28 2018**OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES☐ Exempt per:

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, 2019. 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, 2019. 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.

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

EXHIBIT A

contains appropriate **BASE RATES** at a random number of participating locations prior to the Period of Performance for providing statewide commercial car rental services.

- 2) Except during an emergency, reservations can only be made through the online booking tool or through the State's authorized travel agency.
- 3) Contractor will not charge the State more than the contract rates set forth in **Exhibit F**.
- 4) Rates shown in **Exhibit F** must be available at all California and national locations shown in **Attachment 2**.

C. Long Term Vehicles

- 1) State employees and Optional Users shall make all long term reservations directly with the Contractor. Contractor shall provide a contact for State and Optional Users to book all long term reservations. However, in the future at the State's option, the Contractor may be required to load long term rates into the GDS. The State shall formally notify the Contractor in writing should long term rates and contract terms require entry into the GDS and be made available at all participating locations listed in **Attachment 2**.
- 2) State long term vehicle rentals require advance approval from OFAM. Prior to fulfilling a long-term reservation, Contractor must receive an approval form that has been signed by the OFAM Chief, and/or Assistant Chief or delegate prior to fulfilling long term vehicle reservations. This process will not apply to Optional Users.
- 3) Contractor will not charge the State more than the contract rates set forth in **Exhibit G**.
- 4) Rates shown in **Exhibit G** must be available at all California and national locations shown in **Attachment 2**.
- 5) Contractor shall create direct billing accounts as needed to fulfill a reservation.

D. Emergency Vehicles

- 1) State employees shall make all emergency reservations directly with the Contractor and as further described in Contractor's **Technical Proposal, Attachment 1- Section IV. Emergencies**.
- 2) Contractor must fulfill requests for emergency vehicles within eight (8) hours.
- 3) When multiple entities are responding to an emergency Contractor shall grant recognized public agencies as ordered in the State of California Governor declared "Proclamation of a State of Emergency" priority consideration when fulfilling emergency vehicle reservations.

EXHIBIT A

5. CONTRACT ADMINISTRATION

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

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

EAN Services, LLC
Lisa Holmes
150 N Sunrise
Roseville, CA 95661
PH: (916) 787-4500
Email: lisa.m.holmes@ehi.com

6. PERFORMANCE

- A. Should the Contractor fail to commence work at the agreed upon time, the DGS, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between its contracted bid price and the actual cost of performing the work by another contractor.
- B. Contractor will identify the name, business address and portion of work to be completed by each subcontractor who performs work under this contract.
- C. Contractor shall not turn away State employees utilizing this contract excluding those employees affected by the Contractor's Do Not Rent Policy or who have not complied with the State's mandatory booking process.
- D. The Contractor's Do Not Rent Policy – In extreme cases, the Contractor has the right to refuse services to any State employee conducting themselves in a hostile, unprofessional, confrontational or harassing manner. The Contractor will have their rental agent or branch manager record a summary of the occurrence and the State will review and discuss the occurrence with the State employees supervisor and the Contractor.
- E. Full compliance with the terms of this Agreement is required of the Contractor and all its participating locations listed in **Attachment 2**. Any material deviation from standard rental car practices, or from the terms of this Agreement, may constitute cause for an individual participating location to be placed in an immediate nonuse status until such time as the State determines that proper remedial measures have been taken.

7. DEFINITIONS

- A. The following definitions will be used for this Agreement:

- 1) STATE EMPLOYEE - a State employee is an officer or employee of the Executive Branch of California State Government.

EXHIBIT A

- 2) OPTIONAL USERS - In addition to the officers and employees of the Executive Branch, the following may, but are not required to, obtain services under these contracts providing they are on authorized State business and/or authorized pursuant to local laws.
- a) **Non-Salaried:** Persons who are on official State business and whose travel expenses are paid by the State (this includes volunteers, members of official task forces, consultants and members of some commissions and boards).
 - b) **Elected Constitutional Officers:** Governor, Lieutenant Governor, State Controller, Attorney General, Secretary of State, Superintendent of Public Instruction, State Treasurer, Insurance Commissioner, members of the Board of Equalization, and members of the staff of the above constitutional officers.
 - c) **State Legislative Branch:** Members of the State Senate, Members of the State Assembly, and Legislative staff members.
 - d) **State Judicial Branch:** Justices, officers, and employees of the Supreme Court of California, the Courts of Appeal, the Judicial Council of California and the State BAR of California.
 - e) **Executive Protection:** Persons providing executive protection to anyone authorized to use these contracted rates.
 - f) **Local Agencies:** Elected officials and other personnel of local agencies within California, to the extent that the travel is undertaken in accordance with the laws governing those agencies; persons employed by or affiliated with the California League of Cities (CLC), the California State Association of Counties (CSAC), the California State Districts Association (CSDA) or affiliated organizations. Whenever the term "State business" is used in this agreement, it shall be read to include travel undertaken to perform the official business of local agencies, CLC, CSAC, CSDA or the affiliated organizations referred to herein.
 - g) **Kindergarten through Grade Twelve (K-12) Public School Districts:** Persons on official business for K-12 educational institutions that are supported with public funds and are authorized by action of and operated under the oversight of a publicly constituted Local or State educational agency.
 - h) **Employees of the California State University System (CSU), University of California System (UC), and California Community Colleges.**
- B. BASE RATE - The charge for vehicle rental not including transactional taxes, fees and surcharges.
- C. CITY AND SUBURBAN LOCATIONS - Any location that does not meet the definition of on-airport or off-airport location shall be referred to as a city or suburban location. These locations participating in the State of California program will comply with the provisions of this Agreement.

EXHIBIT A

- D. DAILY BASE RATE - The Base Rate charge per day (24 hours) for vehicle rental.
- E. EMERGENCY - An urgent circumstance officially identified by the Governor of the State of California as a "Proclamation of a State of Emergency" and requiring an immediate response by recognized public agencies as ordered in the Proclamation.
- F. EXPRESS SERVICE - Completed rental agreement and key may be in vehicle or delivered to renter by an attendant. Driver's license checks can be done at the gate, at the Express Service counter where available, by a roving employee of the Contractor or in any manner consistent with industry/government laws, rules, and regulations. This will not be applicable for long term rentals.
- G. GLOBAL DISTRIBUTION SYSTEM (GDS) - The automated reservation systems used by the commercial travel industry for booking available vehicles, e.g., Sabre, Galileo/Apollo, Worldspan, Amadeus, etc.
- H. LONG TERM RENTAL - Transaction where rental period is at least thirty (30) days. State long term rentals require the advance approval by OFAM, Chief and/or Assistant Chief or delegate prior to fulfilling reservation.
- I. MAX CAP RATE (MCR) DAILY - The maximum daily rate Contractor can charge per vehicle class type rented at any California airport. It is comprised of the Daily Base Rate plus fees as applicable to a specific airport, up to the maximum rate. Sales tax and refueling charges are not included in the Rate.
- J. MONTHLY BASE RATE - The Base Rate charge per month [thirty (30) continuous days] for vehicle rental.
- K. NORTHERN, CENTRAL AND SOUTHERN LOCATIONS - The map below defines the regions the State identifies as Northern, Central and Southern California locations.

EXHIBIT A

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

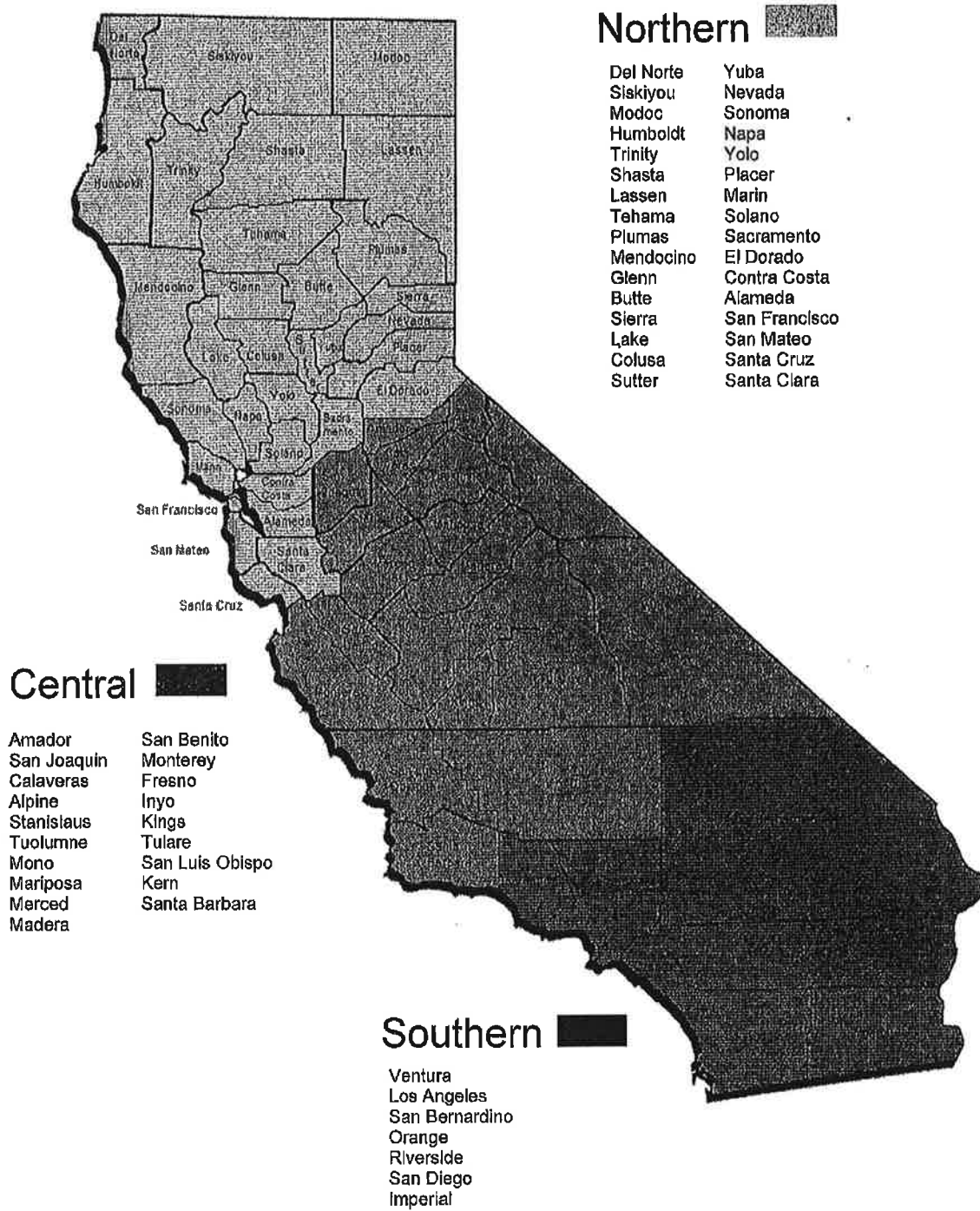


EXHIBIT A

- L. OFF-AIRPORT LOCATION – Office located outside the airport terminal property or an area so designated specifically for car rental services for the airport. Shuttle services are provided for these locations. Hours of operation for an off-airport location or office shall be consistent with normal business hours.
- M. ON-AIRPORT LOCATION - Office located within the airport terminal, or an area within the airport property so designated specifically for car rental services. Vehicles may be located in a satellite location. Hours of operation for an on-airport location or office shall be consistent with airport operating hours.
- N. OVERAGE CHARGE – Incremental overtime charge Contractor can apply for vehicles returned outside of the rental period.
- O. PARTICIPATING LOCATIONS – Contractor locations that offer vehicles for rent under the terms and conditions of this Agreement.
- P. SHORT TERM RENTAL - Transaction where rental period is less than thirty (30) days.
- Q. WEEKLY BASE RATE - The Base Rate charge per week [seven (7) continuous days] for vehicle rental.
- R. HYBRID ELECTRIC VEHICLES (HEVs) combine an internal combustion engine with a battery and electric motor.
- S. PLUG-IN HYBRID ELECTRIC VEHICLES (PEVs) combine both an electric motor that is battery powered and can be plugged in and recharged and a gasoline engine that can be refueled.
- T. ZERO EMISSION VEHICLES (ZEVs) emit no emissions from the onboard source of power.

8. DESCRIPTION OF SERVICES

A. RENTAL OFFICES

Contractor will provide rental offices and/or on-airport counters that are staffed, well-lit, clean, properly maintained and clearly defined as the Contractor's area for business. Contractor must provide personnel who are professional and courteous at all times. Repeated failure to fulfill reservations will result in individual locations being placed on a nonuse status. If the size/class car reserved is not available, the Contractor will substitute an upgraded vehicle at the same price with renter's consent.

B. RENTAL AGREEMENT PROCEDURES

- 1) Contractor shall fulfill all rental vehicle requests from State employees and Optional users made through the authorized short term, long term or emergency reservation process. Persons who are 21 or older are authorized to operate vehicles rented under this Agreement and, if properly licensed, include the renter, and without

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/>.

EXHIBIT A

F. MAINTENANCE AND REPAIR

All maintenance and repair of the rented vehicles in accordance with manufacturer's instructions on maintenance, will be the responsibility of the Contractor. For long term rentals, the Contractor must provide renters with routine vehicle maintenance schedules and specific instructions for obtaining any required maintenance and repair. Any required maintenance and repair must be performed at or within the general vicinity of the rental location. The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.

G. AMERICAN WITH DISABILITIES ACT (ADA)

Contractor will comply with the ADA of 1990, as required by Titles II and III of the ADA (42 U.S.C. 1201 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

H. REVENUE SHARE

1. The Contractor shall submit a Revenue Share check to the DGS/STP Contract Administrator within sixty (60) days of the end of each quarter equal to the percentage of total Base Rates charges as specified in **Exhibit F** and **Exhibit G**.
2. The DGS/STP Contract Administrator will rely on reports received from the Contractor to determine total Base Rate charges less refunds. This report will provide details of the Base Rate totals, refunds applied, and other charges to clearly indicate how the Revenue Share was determined.

I. REPORTS

1. **REPORTING REQUIREMENTS:** Reporting required will include short term, long term and monthly reconciliation reports. Contractor will submit data utilizing the sample formats provided or in another format provided by the contractor and approved by the State. Reports must be in Excel format or another format where data can be sorted and manipulated. The data categories identified will be supplied in each report. Additional data categories and reports may be requested by the State in order to capture transaction detail and/or account performance. All reports will capture all transaction detail with a minimum of the following categories:

- Agency Name
- Driver Name
- Check-out location and Check in location and dates (separate columns)
- Total Days Rented
- Miles Driven or odometer in/out
- Car Class (Vehicle Car Type)
- Rate Used (Daily, Hourly, Weekly, Monthly)
- Fuel Charges
- Taxes

EXHIBIT A

- As applicable State and local Government fees and surcharges, and/or airport fees
 - Total Billed Charges
 - Make, Model, Year, License Plate #, VIN# (separate columns)
 - Invoice #, Billing #, Reservation # (separate columns)
2. REPORTS FOR ALL CONTRACT USE / SHORT TERM – The Contractor will provide one electronic report to the DGS/STP by the 25th day after the preceding month that includes all short term transactions under the contract with, at a minimum, the data categories identified above. The report must separate and total State transactions and Optional User transactions.

| All Contract Use / Short Term Rental Report | | | | | | | | | | | | | | | | | | | | | | | | |
|---|------------------|----------------|-------------|------------|---------------|------------------|---------------|---------------|----------------|----------------|--------------|------|-------------------|--------|------------------------|--------------|-------------|------------|-----------------------------|-----------------|------|------|-------|--|
| Agency Name | Contract Name | Rental City | Date Out | Date In | Total Days | Adults Driven | Cat. Class | Daily Rate | Hourly Rate | Weekly Rate | Sales Tax | Fees | Other Expenses | Credit | Total Amount 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 | | | | | | | | | | | | | | | | | | | | | Rate Approved by OPAM |
|--|----------------|-------------|------------|---------------|--------------------|-----------------|--------------|--------------------|----|-----------------|----------------|---------------|--------------|------|---------------------|------------------------|-----------------|------|-------|------|--------------------------------|
| Agency Name | Renter Name | Date Out | Date In | Total Days | Odometer In/Out | Miles Driven | Car Class | License Plate # | YR | Monthly Rate | Weekly Rate | Daily Rate | Sales Tax | Fuel | Other Instructor | Total Amount Due | Vehicle Type | Make | Model | Year | |
| 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.

EXHIBIT A

| Reconciliation Report | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------|--------------|--------------|----------------|---------------|------------------|-------------|------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Department Name: _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| Account Number: _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| Invoice Date: _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vendor Name: _____ | | | | | | | | | | | | | | | | | | | | | | | | | |
| Invoice Number | Invoice Date | Invoice Type | Invoice Amount | Invoice Total | Invoice Subtotal | Invoice Tax | Invoice Discount | Invoice Other | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total | Invoice Total |
| 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 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 | \$33.96 | \$135.83 | \$51.45 |
| Mid-Size/Intermediate | \$33.96 | \$135.83 | \$51.45 |
| Full-Size | \$36.02 | \$144.06 | \$54.54 |
| Mini Van | \$57.62 | \$230.50 | \$80.26 |
| Four Wheel Drive (4WD)/Sport Utility Vehicle | \$57.62 | \$230.50 | \$80.26 |
| Pick Up Truck | \$72.03 | \$288.12 | \$96.73 |
| Hybrid Electric Vehicle | \$43.22 | \$172.87 | \$63.80 |
| Plug-In Hybrid Electric Vehicle / Zero Emission Vehicle | \$43.22 | \$172.87 | \$63.80 |

| 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 | \$18.87 | \$132.10 | \$565.95 |
| Mid-Size/Intermediate | \$18.87 | \$132.10 | \$565.95 |
| Full-Size | \$20.58 | \$144.06 | \$617.40 |
| Mini Van | \$32.59 | \$228.12 | \$977.55 |
| Four Wheel Drive (4WD)/Sport Utility Vehicle | \$27.10 | \$189.73 | \$812.91 |
| Pick Up Truck | \$27.10 | \$189.73 | \$812.91 |
| Hybrid Electric Vehicle | \$24.87 | \$174.10 | \$746.03 |
| Plug-In Hybrid Electric Vehicle / Zero Emission Vehicle | \$24.87 | \$174.10 | \$746.03 |

| 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.