Commercial Car Rentals (CCR)

Scope of Work

Exhibit A

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1. INTRODUCTION

The Department of General Services, Procurement Division (DGS-PD), on behalf of the DGS Statewide Travel Program (STP), hereinafter referred to as "State" or "DGS-STP", is contracting with EAN Services, LLC (hereinafter referred to as "Contractor") for Commercial Car Rental (CCR) Services for use by State and local government employees (hereinafter referred to as "User Agency" or "User Agencies").

The Contractor shall provide User Agencies with national/domestic and international CCR Services in accordance with the terms and conditions of this contract.

The use of this contract shall be mandatory for all User Agencies except in cases of emergency as defined in Public Contract Code (PCC), Section 1102.

The Contractor agrees that the terms and conditions set forth herein take precedence over any contrary policies and provisions of any of the Contractor's rental documents that an employee signs when renting a vehicle for official government business.

A. Contract Term

The term of this contract is for a three (3) year period. This Contract is of no effect without the Department of General Services (DGS) approval. Any delivery of services by the Contractor that is commenced prior to the effective date of the Contract will be considered gratuitous on the part of the Contractor.

B. Amendments

Upon approval by the State, and at its sole discretion, the State may execute options to extend the contract for two (2) additional one-year periods or portion thereof, at the rates specified in Exhibit B-1, Contract Rates. The State is not obligated to use the extension options.

No amendment or variation of the terms of this Contract will be valid unless made in writing, signed by the State and the Contractor. Oral communications are not binding.

2. RATES

All rates shall be firm fixed for the contract term, including any optional year extensions, unless a rate adjustment is granted through an amendment.

1) The rates specified in Exhibit B-1, Contract Rates, for VCT – Core Vehicles and VCT- Non-Core Vehicles are the maximum rates to be charged to User Agencies, for national/domestic rentals. The Percentage off Standard Daily Rate for VCT – Non-Core Vehicles applies only to national/domestic rentals. International rentals will be direct billed at the rate the international location provides at the time of booking.

2) The Contractor shall charge the Contract Base Rate for the appropriate rental time frame plus, as applicable, taxes, state and local government fees and surcharges,

and/or airport fees.

3) Weekly rates shall not exceed six (6) times the maximum daily rate.

4) Monthly rates shall not exceed four (4) times the maximum weekly rate.

5) Overage Charges
   a. For Short-Term vehicles (1-29 days) returned outside the rental period, the Contractor shall:

      - Charge one-third (1/3) of the Daily Base Rate per hour until the maximum Daily Base Rate is reached.

      - Adjust overages extending to a week to the weekly base rate.

      - Adjust overages extending to 30 days or more by charging the Long-Term base rate.

   b. For Long-Term Vehicles (30 or more days) returned outside the rental period, the Contractor shall:

      - Adjust overage charges for vehicles returned outside the rental period, prorate the long-term rental rate by applying the Daily Base Rate for each additional day, and, if applicable, the Weekly Rate, up to the maximum Monthly Rate.

Rates shall include unlimited mileage, provided that the vehicle is returned to a Participating Location authorized by the Contractor at the time of pick-up.

6) Rates are not subject to penalties, blackout dates, minimum rental periods or other restrictions and do not require advanced reservations.

7) Rates are not subject to late fees, no show fees, or cancellation fees.

8) Contractor shall not charge any service fees, surcharges, or additional costs for refueling or recharging rentals under this Contract, except for the actual cost of fuel or electricity incurred.

9) Prepayment of any kind is strictly prohibited, in accordance with Article 16, Section 6 of the California State Constitution.

10) The Contractor shall not charge additional fees or “drop charges” for one-way domestic rentals.

11) State and local government fees, surcharges, taxes, and specific airport fees (which vary per airport) shall be itemized on the rental contract and receipts.

12) DGS-STP shall periodically review all charges with the Contractor to ensure all charges listed on rental receipts are appropriate. These charges include, but are not limited to: taxes, State and local government fees, surcharges, and/or airport fees.

13) The Contractor shall establish and provide monthly market fuel rates for any vehicle returned with less fuel than it had at the time of rental. Each monthly market fuel rate shall be calculated by averaging the weekly market fuel rates from the previous three (3) months and shall not exceed the published rates for California as per the U.S. Energy Information Administration. The Contractor shall ensure that monthly market fuel rates are accurately programmed at all Participating Locations and affiliates.

3. RATE ADJUSTMENTS

All rates shall be firm fixed for the contract term, including any optional year extensions, unless a rate adjustment is granted.

A. Frequency/Guidelines

Rate increases will only be acknowledged in accordance with the following guidelines:

1. Rate increases will not be made during the first 12 months of the contract or within 12 months following an approved rate adjustment.
2. Rate adjustments may only be requested when the cost of rentals based on the U.S. Bureau of Labor Statistics Producer Price Index (PPI) for passenger car rental for business PPI #PCU53211153211121 has increased no less than three (3) percent.
3. No rate increase/decrease shall apply to an active rental. No retroactive contract rate adjustments will be allowed.
4. An exemption to these frequency/guidelines may be requested should unusual circumstances occur, in which case substantiating documentation will be required.

The State reserves the right to decrease rates in the same manner as rate increase adjustments.

B. Processing a Rate Increase

1. Any rate increase request must be in writing. The rate increase, if accepted, will be effective upon approval of Contract Amendment by the State.
2. Rate increase requests must include:
   a. A copy of the appropriate documentation identified above illustrating the relevant percent increase/decrease.
   b. An Excel spreadsheet detailing the requested adjustment to the contract line item(s). The spreadsheet should include the CLIN,

current State Contract Rate, percent increase/decrease requested, and adjusted State Contract Rate for each contract line item.

3. Rate Increase, if granted, will be made as follows:
   The PPI at the time of contract award/last rate increase and the latest final PPI at the time of request will determine the maximum allowable adjustment to the current State contract rate.

   PPI data issued by the U.S. Bureau of Labor Statistics may be revised up to four (4) months after the original release date before being considered final. Only final PPI data will be used to adjust contract rates.

   Additional rate increases within the contract term, including extensions, if granted, will be made as detailed above. The base PPI will be the accepted PPI at the time of the last approved rate increase request.

   Upon receipt of a rate increase request, the State reserves the right to:

   a. Accept the increase as competitive with the general market rates at that time; or
   b. Negotiate proposed rate increases. Note: The State will notify the Contractor, in writing, its desire to negotiate; or
   c. Deny the rate increase request and continue with current State contract rates; or
   d. Cancel the contract without prejudice, effective upon written notice from the State.

   If negotiations fail to produce any agreement, the State reserves the right to exercise Options 3c or 3d with an effective date no later than 10 working days after unsuccessful negotiations.

C. Rate Decreases

The Contractor shall immediately notify the DGS-STP Contract Administrator of all rental rate decreases, and User Agencies shall receive full benefit of such decreases.

4. CONTRACT ADMINISTRATORS

All inquiries regarding contract performance during the term of this contract will be directed to the representatives listed below:

DGS-STP Contract Administrator	**Contractor's Account Manager**
Statewide Travel Program	Lisa Holmes
1700 National Drive	150 N. Sunrise Ave.
Sacramento, CA 95834	Roseville, CA 95747
(916) 376-3974	(916) 240-1169

Email: Lisa.M.Holmes@em.com
Attn: CCR Contract Administrator
StatewideTravelProgram@dgs.ca.gov

Should a representative change, each party will notify the other in writing no later than 14 calendar days after the date of such change, without amendment to this contract.

5. AUTHORIZED USER AGENCIES
Eligible authorized User Agencies are as follows:

A. Executive Branch
Salaried persons employed by a State of California tax funded agency, empowered to expend public funds.

B. Non-Executive Branch
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, contractors, consultants and members of some commissions and boards, and wards of the State).

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.

State Legislative Branch: Members of the State Senate, Members of the State Assembly, and Legislative staff members.

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.

Executive Protection: Persons providing executive protection to anyone authorized to use these contracted rates.

Local Agencies: Elected officials and other personnel of local agencies within California, to the extent that travel is undertaken in accordance with the laws governing those agencies, people 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 Contract, 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.

Kindergarten through Grade Twelve (K-12) 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.

Employees of the California State University (CSU) system, University of California (UC) system, and California Community College (CCC) system.

6. USER AGENCY RESPONSIBILITIES

A. Reservations

All User Agencies – Reservation Procedures
Reservations shall be booked using either booking method listed below:

1. Online: Using the web-based Online Booking Tool (OBT) provided by the State's Travel Management Services (TMS) provider; or

2. With a travel agent: Calling or emailing the State's TMS provider to make reservations directly with a travel agent.

Payment by a User Agency shall be made using DGS-STP's authorized form of payment.

All User Agencies – Emergency Response Reservation Procedures:
All User Agencies shall work with DGS-STP and the Contractor's emergency response team to coordinate rentals, including off-road vehicles, during emergencies to assist the State in conducting its business operations.

User Agencies shall communicate, internally to their managers and travelers, the broad limits/restrictions of the contracted insurance, including but not limited to: off-road use, submersion, and potentially volatile law enforcement scenarios.

All User Agencies – Long-Term Reservation Procedures:
All User Agencies must ensure Short-Term Rentals (1-29 days) are converted to Long-Term Rentals when the rental is extended to 30 days or more, including when operating in an emergency response environment.

All User Agencies must communicate internally between their travel and fleet offices regarding any Long-Term Rentals, including rentals used for responding to emergencies and disasters.

Executive Branch User Agencies
Executive Branch employees shall receive approval from the DGS Office of Fleet and Asset Management (OFAM) by submitting a request for a Long-Term Rental. If the

request is approved, the User Agency will receive notification from OFAM. Executive Branch User Agencies shall request OFAM approval for each new Long-Term rental.

Non-Executive Branch User Agencies
Non-Executive Branch employees shall request a Long-Term Rental via email to DGS-STP. DGS-STP will facilitate Long-Term rental requests with Non-Executive Branch User Agencies and the Contractor.

B. Accident/Incidents
User Agency employees must follow all internal agency guidance and procedures if involved in an accident/incident.

In case of involvement in a collision/incident, the User Agency employee shall comply with the Contractor's attempts to investigate the incident, including but not limited to providing a statement to the Contractor in order for the User Agency to be covered for the loss of the rental vehicle.

While renting a vehicle, damage or loss of personal belongings/items are not included in rates or coverage.

C. Tolls
Any tolls acquired while driving a rental vehicle are the responsibility of the User Agency and their employees.

Prompt payment to avoid penalty fees is expected.

For reimbursement information, Executive Branch agencies should consult with the California Department of Human Resources (CalHR). Non-Executive Branch agencies should consult their internal policies.

For additional toll information, consult the DGS-STP resources page (see "Car Rental").

D. Tickets/Violations
Tickets/violations acquired while driving a rental vehicle are the responsibility of the User Agency and their employees.

Prompt payment to avoid additional penalty fees is expected per the traffic laws where the penalty occurred.

For reimbursement information, Executive Branch agencies should consult CalHR. Non-Executive Branch agencies should consult their internal policies.

7. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide User Agencies with Short-Term and Long-Term nationwide/domestic and international CCR services for official State business at the Participating Locations identified in Exhibit A-1, Participating Locations.

The Contractor shall maintain a required location at the 22 California airports and high volume off airport locations shown below. The Contractor shall provide express service at the 16 airports listed below (and identified with airport codes in parentheses) during normal service days and hours identified in Exhibit A-1, Participating Locations, California Locations tab.

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) Palm Springs (PSP)
13) Santa Barbara (SBA)
14) Long Beach (LGB)
15) Santa Rosa (STS)
16) Monterey (MRY)
17) Downtown Sacramento*
18) Elk Grove
19) Redding
20) Rancho Cordova
21) Roseville
22) Folsom

*Downtown Sacramento is defined as the area south of the American River, east of the Sacramento River, north of Broadway, and west of 16th Street (95814, 95816, or 95818).

All Participating Locations, hours of operation, and express service availability shall be identified in Exhibit A-1, Participating Locations and will be incorporated by reference and made part of this contract as if attached hereto. Full compliance with the terms of this contract is required of the Contractor and all its locations listed in Exhibit A-1, Participating Locations. The Contractor shall provide the DGS-STP Contract Administrator an updated listing of Participating Locations as part of the Quarterly Review process, and upon any changes, or by DGS-STP request. Changes to Exhibit A-1, Participating Locations must have 30 days prior notice and be approved by DGS-STP.

The Contractor shall:

1) Make rates available in the Global Distribution System (GDS) for exclusive use by the State's TMS provider.

2) Collaborate and work with DGS-STP, the State's TMS provider, and User Agencies to resolve any rental reservation and billing issues.

3) Direct bill all rental charges, credits, and refunds through DGS-STP's authorized form of payment.

4) Direct bill toll charges (express lanes, toll roads, and toll bridges) through DGS-STP's authorized form of payment at the request of the User Agency. Toll charges must be itemized, clearly specifying the type of toll, cost, and associated fees. If not direct billed, the Contractor shall bill the User Agency employees directly for toll charges.

5) Receive custom data from the State's TMS provider, (i.e., trip information, employee ID number, accounting and billing codes, etc.) and populate the data on User Agency statements and reports requested by DGS-STP.

6) Be knowledgeable of, and in compliance with, all applicable laws, ordinances, rules, regulations, and orders of the city, county, local, state, and federal or non-federal agencies having authority affecting commercial car rental services.

7) Not make any changes, or modifications to any processes, procedures, or services created for this contract for use by the State unless mutually agreed upon between DGS-STP and the Contractor. The Contractor shall notify DGS-STP of any changes to processes, procedures, or services.

8) The Contractor shall maintain the insurance coverage outlined in Exhibit E, Insurance Requirements, and provide the required documentation to the State Contract Administrator annually, and additionally upon request by the State.

A. Contractor Contacts

Account Manager

The Contractor shall assign a dedicated Account Manager who possesses comprehensive knowledge of the contract requirements and services provided. The Account Manager shall serve as the primary point of contact for DGS-STP for all contract-related matters. The Account Manager shall be available for contact during all hours of the State's designated core working hours, 8:00 am to 5:00 pm, PST, Monday through Friday. The Account Manager shall also be available for contact during after-hours and weekends for emergencies. Response times via phone or email shall be no more than 24 hours from the time of contact. The Account Manager shall be a Contractor employee only; this position shall not be filled by any third party employee.

Billing Inquiries

The Contractor shall establish and maintain a separate dedicated mailbox that is staffed by appropriately trained personnel to serve as a sole point of contact for billing related inquiries, issues and disputes. Response times via email shall be no more than 24 hours from the time of contact. All customer service shall be provided by Contractor employees only; not by any third parties.

Customer Service

The Contractor shall establish and maintain a separate dedicated mailbox that is staffed by appropriately trained personnel in customer service protocols to serve as a sole point of contact for general customer service inquiries and support. Response times via email shall be no more than 24 hours from the time of contact. All customer service shall be provided by Contractor employees only; not by any third parties.

Subcontracted Vehicles
The Contractor shall accept billing and customer service inquiries for subcontracted vehicles through the appropriate dedicated mailboxes listed above.

B. Implementation Plan
The Contractor shall:

1) Collaborate with DGS-STP and the current CCR 5-20-99-24 Contractor to finalize a detailed implementation plan which includes, at minimum, major tasks, activities, timeframe, and allocated resources for services outlined within this contract. Within 10 calendar days of contract award, the Contractor shall submit the final implementation plan to DGS-STP for approval and initiation.

2) Collaborate with DGS-STP and the current CCR 5-20-99-24 Contractor to transition all current User Agencies, prior to the Contract award date.

3) Accept/transfer any outstanding User Agency reservations from the current CCR 5-20-99-24 Contractor utilizing the new contract terms and rates from time of reservation for up to three (3) months from the Contract award date.

   DGS-STP will provide, at a minimum, the following reservation information:

   - Reservation details: pick up and drop off locations, date and time, vehicle type
   - Renter details: User Agency, renter name, accounting and billing code information

4) Create and distribute new direct billing account identification numbers for each User Agency upon award of this contract and assign them to each User Agency's centrally billed account at no cost to the State. The Contractor shall assign unique identifiers for both Short-Term and Long-Term direct billing accounts.

5) Assign a project manager as a dedicated point of contact during implementation.

6) Attend weekly meetings with DGS-STP to plan the implementation, beginning no later than one (1) week after the contract award. The weekly meetings will continue throughout the implementation phase and for at least two (2) weeks after the implementation is completed, at a minimum.

7) Ensure that appropriate staff are present during the implementation meetings as required by DGS-STP.

8) Provide direct, active involvement in the leadership of the implementation, providing sufficient resources to ensure its overall success.

9) Be fully onboarded with instructions from DGS-STP, prior to providing any services (this includes all Participating Locations).

10) Be prepared to issue rental vehicles for booked travel that commences on the Contract award date.

C. Training

1) The Contractor shall develop and deliver training content tailored to both broad audiences and specific User Agencies, with final approval from DGS-STP. Training must be available in multiple formats, including hard copy, electronic, and fully accessible online, and supported by virtual and/or in-person training sessions for DGS-STP, the State's TMS Provider, and User Agencies.

The professionally developed training content/materials may include but are not limited to user guides, job aids, PowerPoints, online videos, newsletters, and other instructional guides (either electronic or print materials).

a. Training material and content shall comply with Section 508 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations.

b. Training material and content in compliance with the above shall be provided to DGS-STP for website publication.

At a minimum, training content and sessions must cover:

a. Procedures for renting vehicles (including pickup and drop-off)
b. Procedures for renting specialty vehicles
c. Procedures for renting in emergency response situations
d. Procedures for reconciling charges, troubleshooting billing issues, and handling disputes
e. Procedures for roadside assistance and accident response
f. Procedures for handling tolls (including tracking, billing, and dispute resolution)
g. Procedures for addressing complaints and/or service issues

The Contractor must submit all draft training materials to DGS-STP within 30 calendar days following contract award. Final training materials must be approved by DGS-STP prior to the Contract award date.

DGS-STP reserves the right to request additional or more in-depth training at any time to address specific needs, changes in policy, or to ensure consistent understanding and compliance across all User Agencies.

2) Ensure that Contractor staff complete a minimum of two (2) hours of Information Security and Privacy Awareness training prior to being assigned any work under this contract for DGS-STP, providing any support services, or accessing any physical or digital DGS network or information assets. This training must be conducted initially before the Contract award date and annually thereafter. This Information Security and Privacy Awareness training shall be in accordance with the State-approved guidelines outlined below. The Contractor must receive prior approval from the State on their Information Security and Privacy Awareness training before implementing it with their staff. Information Security and Privacy Awareness training shall be in accordance with SAM section 5305 and 5320, National Institute of Standards and Technology (NIST) Standards and GC section 11549.3. Subjects shall include but are not limited to the following:

   - Personal Health Information (PHI)
   - Federal Tax Information (FTI)
   - Health Insurance Portability and Accountability Act (HIPAA)
   - Information security essentials
   - Basic privacy awareness
   - Data protection and destruction
   - Incident reporting

   Retain documentation for Contractor staff supporting the contract, confirming the completion of two (2) hours of Information Security and Privacy Awareness annual training, and provide it to DGS-STP within 24 hours of request.

D. Data Security, Data Privacy, and Continuity of Operations

Unless otherwise directed by DGS-STP, the Contractor shall:

1) Ensure that data is only accessed and used for the purpose of performing the services under this contract, and only by the Contractor’s staff who require access to perform such activities.

2) Not use State information assets to engage in or solicit the performance of any activity that violates laws, regulations, rules, policies, standards and/or other application requirements issued by the federal government, the State, and/or DGS-STP.

3) Not use State information assets for personal enjoyment, private gain or advantage, personal gain, campaign activity, unsolicited advertising, unauthorized fundraising, or an outside endeavor not related to State business.

4) House all rental reservation information/data in the United States (US).

5) Fully cooperate with the State's efforts to investigate any incident and provide notice to DGS-STP, the individual(s) who were involved, and to others as required by law or deemed appropriate by the State.

6) Not share rental reservation information/data with any third party.

7) Develop, maintain, and provide a comprehensive Business Continuity Plan to ensure the continuity of critical operations and services in the event of disruption. Contractor shall provide the plan within 30 calendar days of the request from DGS-STP. The plan shall include, at a minimum:

   - Risk Assessment and Business Impact Analysis – Identification of potential threats and their impact on operations.
   - Critical Functions and Recovery Priorities – A list of essential services and processes, with defined recovery time objectives and recovery point objectives.
   - Roles and Responsibilities – Designation of key personnel and their responsibilities during a disruption.
   - Communication Plan – Internal and external communication protocols, including contact lists.
   - Recovery Strategies – Procedures for restoring systems, data, and operations.
   - Alternate Work Locations – Identification of backup Participating Locations.
   - Plan Maintenance and Testing – Schedule for regular updates, reviews, and testing of the plan.
   - Training and Awareness – Documentation of training provided to staff.

E. Reservations

The Contractor shall:

1) Verify that the renter is a User Agency employee, as described in Section 5 Authorized User Agencies, by requesting a current state issued driver's license and any of the following approved identification forms:

   - Emailed/printed itinerary from the State's TMS provider.
   - User Agency badge containing the first and last name of the renter.
   - A memo/letter on the User Agency's letterhead containing the name of the renter and their authorization to obtain the contracted rates.

2) Guarantee the rates shown in Exhibit B-1, Contract Rates, which must be available for reservations at all locations identified in Exhibit A-1, Participating Locations.

3) Fulfill all rental vehicle requests from User Agencies made through the authorized Short-Term, Long-Term, or emergency response reservation process.

4) The Contractor shall not turn away User Agency employees utilizing this contract, excluding those employees affected by the Contractor's "Do Not Rent" process or who have not complied with the State's mandatory booking method.

F. Short-Term Vehicles

All vehicles rented for 29 consecutive calendar days or less are considered Short-Term rentals.

As DGS-STP adds more User Agencies, the Contractor shall establish new and additional Short-Term direct billing accounts for User Agencies as needed to complete a reservation. These accounts shall have unique Short-Term direct billing account identification numbers for reference.

The Contractor shall provide and load CCR contracted rates and applicable terms for all Participating Locations listed in Exhibit A-1, Participating Locations into the GDS and fulfill CCR reservations made through the State's TMS provider and OBT.

The Contractor shall ensure Participating Locations clearly reflect if they are in an on-airport location, off-airport location, or city and suburban location in the GDS. DGS-STP will verify the OBT contains appropriate base rates at a random number of Participating Locations prior to the Contract award date for providing CCR services.

User Agency reservations can only be made through the OBT or through the State's TMS provider.

G. Long-Term Vehicles

All vehicles rented for 30 or more consecutive calendar days, or more than four (4) consecutive work weeks (excluding weekends and holidays), are considered Long-Term and can also be referred to by DGS-STP as a Long-Term rental.

The Contractor shall provide established processes for DGS-STP and User Agencies to book all Long-Term reservations. As DGS-STP adds more User Agencies, the Contractor shall establish new and additional Long-Term direct billing accounts for User Agencies as needed to complete a reservation. These accounts shall have unique Long-Term direct billing account identification numbers for reference.

In the future, at the State's direction, the Contractor may be required to load Long-Term rates into the GDS. The State shall formally notify the Contractor in writing if Long-Term

rates and contract terms require entry into the GDS for all Participating Locations listed in Exhibit A-1, Participating Locations.

1) **Executive Branch (State Agencies)**
   Prior to fulfilling a Long-Term reservation for Executive Branch employees, the Contractor must receive approval from the Office of Fleet and Asset Management (OFAM) Chief, Assistant Chief and/or delegate. If the request is approved, OFAM will send notification to the User Agency. Upon notification from DGS-STP, the Contractor will create a Long-Term billing account, make the arrangements for the vehicle(s), and provide the User Agency with Participating Location contact information and rental details.

   The Contractor shall not create a Long-Term account or provide a Long-Term rental vehicle to any Executive Branch User Agency without OFAM or DGS-STP approval.

2) **Non-Executive Branch**
   DGS-STP will facilitate Long-Term requests with Non-Executive Branch User Agencies and the Contractor. The Contractor shall accept Long-Term requests from STP on behalf of Non-Executive Branch User Agencies.

   The Contractor shall create a Long-Term billing account, make the arrangements for the vehicle(s), and provide the User Agency with Participating Location contact information and rental details.

H. Emergency Response Reservations

The Contractor shall provide emergency vehicle rental services as outlined below. These procedures apply exclusively to authorized User Agencies, who are actively engaged in recognized emergency response operations on behalf of the State. All rental vehicle types available through this contract are eligible for emergency use, subject to availability and coordination. Emergency response requests must be prioritized and fulfilled in accordance with the specifications detailed herein.

For Emergency Response rental reservations, the Contractor shall:

1) Upon notification/request from DGS-STP or a User Agency, assign a dedicated emergency response team that includes at minimum a primary coordinator and a backup coordinator to coordinate and manage Short-Term and Long-Term vehicle requests for User Agency employees responding to emergency and disaster response efforts. The emergency response team members shall be available 24 hours a day, 7 days a week to process urgent rental requests.

2) Provide a separate emergency phone number and email address exclusively for emergency response requests, distinct from standard rental inquiries. This information must be shared with authorized emergency personnel and kept operational at all times.

3) Maintain a vehicle inventory capable of meeting the User Agency's rental vehicle needs necessary to respond to emergencies. The Contractor shall be required to proactively reallocate and relocate inventory from other Participating Locations to ensure vehicles are positioned to accommodate evolving emergency response needs and meet such demands. Neither DGS-STP nor the User Agency shall be responsible for costs incurred by the Contractor to relocate vehicles in order to meet emergency vehicle demands.

4) Prioritize rental requests from emergency personnel responding to state, local, or federal emergencies above all other User Agency employees. Emergency responders must receive the requested vehicle type, or a similar type, within one (1) hour of their request. In extraordinary circumstances where immediate fulfillment is not feasible, the State may allow reasonable flexibility, provided efforts are made to expedite vehicle delivery as swiftly as possible.

5) Maintain open lines of communication with emergency response User Agencies to anticipate potential needs and adjust inventory accordingly.

6) Maintain a contingency plan to provide backup vehicles in the event of unexpected vehicle shortages or mechanical failures during an emergency. This contingency plan shall be available to DGS-STP upon request.

7) Streamline rental contract procedures to minimize delays in emergency situations. Emergency personnel must be allowed to expedite rental paperwork to facilitate rapid deployment.

8) Provide flexibility in vehicle distribution, allowing emergency responders to pick up vehicles at alternative locations when necessary. This may include staging vehicles at emergency response centers or deployment sites.

I. Personal Use Rentals/Employee Benefit

The Contractor shall create a personal use code/unique reservation code that enables User Agency employees to reserve the following vehicle types for personal use, at the rates listed in Exhibit B-1, Contract Rates. Personal use rentals will be paid for in full by the employee and reserved through the Contractor's proprietary website. Only the contracted base rate will be made available for personal use. Insurance and other contractual obligations will not apply to personal use reservations.

- Compact
- Mid-Size/Intermediate
- Full-Size Sedan
- Mini Van
- Four Wheel Drive (4WD)/Compact SUV
- Standard Pick-Up Truck
- Intermediate Sedan Hybrid Electric Vehicle/Plug-In Hybrid (PHEV)
- Intermediate Sedan Zero Emission Vehicle (ZEV)

- Full-Size ZEV
- Standard SUV
- Medium SUV
- Large SUV
- Premium SUV
- 12/15 Passenger Van

The Contractor shall create new personal use codes/unique reservation code credentials within 60 calendar days of each new contract year/term, and/or upon request by DGS-STP.

The Contractor shall verify that employees reserving a rental vehicle using the personal use code/unique reservation code present valid identification from the User Agency, such as an employee ID badge or business card.

J. Do Not Rent Process

Within 30 days of contract award, the Contractor shall establish and provide DGS-STP with a “Do Not Rent” process and accompanying procedures.

In the event of any dispute, claim, or disagreement, the Contractor shall promptly communicate in writing to DGS-STP regarding the dispute and seek to reach a mutually acceptable resolution. The Contractor shall work with DGS-STP and the User Agency to first attempt to resolve the dispute amicably and in good faith.

If a dispute cannot be resolved amicably, the Contractor may place the User Agency employee on a “Do Not Rent” status. Such placement will require notification from the Contractor to DGS-STP.

In extreme cases, the Contractor has the right to refuse services to any User Agency employee conducting themselves in a hostile, unprofessional, confrontational, or harassing manner and subsequently, with DGS-STP notification, place them on the “Do Not Rent” list.

The State reserves the right to reevaluate such placements at its discretion and request modification as appropriate.

K. Off-Road Vehicle Use

The State will utilize vehicles for off-road use to meet the State’s business operations. These vehicles shall be available, as needed, to support business operations as well as emergency response situations. Off-road vehicle use will not require prior approval or authorization.

L. Specialty Vehicles

Certain vehicle types are not available for booking through the OBT or the State’s TMS provider. In such cases, the Contractor shall accept specialty vehicle reservation requests submitted by User Agencies via the dedicated Customer Service mailbox. The Contractor is responsible for processing these reservations, billing rental charges,

issuing credits and refunds, and ensuring all transactions are handled using DGS-STP's authorized form of payment.

8. DESCRIPTION OF SERVICES

Full compliance with the terms of this contract is required of the Contractor and all its Participating Locations. Any material deviation from standard CCR practices, or from the terms of this contract, shall constitute cause for a Participating Location to be placed in an immediate nonuse status until such time as the State determines that proper remedial measures have been taken.

The Contractor acknowledges that expeditious completion of the Contractor's services and the expeditious delivery of any deliverables is of utmost importance, and the Contractor will diligently and continuously perform its services during the term of this contract.

A. Participating Locations

The Contractor shall provide Participating Locations (city and suburban locations, off-airport locations and on-airport locations) that are staffed, well lit, clean, properly maintained, accessible to User Agency employees, and clearly defined as the Contractor's area for business. The Contractor shall maintain all approved Participating Locations in the GDS.

B. Contractor Staff Requirements

The Contractor shall:

1) Provide staff who are professional and courteous at all times.

2) Ensure all staff provide prompt, courteous, and efficient service. The number of assigned staff shall be adequate to meet all contract requirements and provide the required services.

3) Ensure each Participating Location has at least one (1) trained staff member knowledgeable about the State's travel policies, rules and regulations, and the terms and conditions of this CCR contract.

C. Rental Procedures

User Agency employees who are 21 or older are authorized to operate vehicles rented under this contract.

If properly licensed, the renter's fellow User Agency employees traveling on official business shall be authorized to operate the rental vehicle as an additional driver at no additional charge.

User Agency employees will be furnished with a copy of the Contractor's rental agreement, insurance information, registration, roadside assistance contact information, vehicle related information, any PHEV/ZEV charging instructions (if applicable), and will not be bound by any stipulation therein which is inconsistent with this contract.

The Contractor's Participating Locations shall document, on both the rental agreement and the receipt, the fuel/battery level at the time of rental pickup and return, respectively.

Wait time to receive a rental vehicle after checking in at the Contractor's Participating Location shall be no more than 45 minutes.

At the completion of each rental term, the Contractor's Participating Location shall provide an itemized receipt containing all charges applied to the rental. The receipt shall also contain the renter's name and information provided in the original reservation. Should a credit be issued, the Contractor shall provide a receipt reflecting the correction at the time of vehicle return.

D. Roadside Assistance

The Contractor shall provide a 24/7 toll-free number or the Contractor's paid phone number for renters 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.

In the event of a breakdown, traffic accident, or other situation that caused immobility or inability to use the rented vehicle, the Contractor shall provide one of the following services to get the renter back on the road within two (2) hours, at no additional cost to the State or User Agency:

- Replacement vehicle
- Towing service with transportation
- Rideshare or taxi service
- Assisted flat tire change for defective tires
- Battery jump start

If the replacement vehicle provided is not in the same rate group as the original rental vehicle, the Contractor shall provide a replacement comparable in performance, design, and accessories. The State or User Agency shall not incur any costs for the replacement and/or the delivery of the replacement vehicle to the renter.

The Contractor shall reimburse renters for any out-of-pocket transportation expenses that are a result of a breakdown, traffic accident, vehicle malfunction, and other situations that have caused immobility or inability to use the rented vehicle when presented with a valid receipt.

E. Maintenance and Repair

All maintenance and repair of the rented vehicles in accordance with manufacturer's instructions on maintenance shall be the responsibility of the Contractor.

Any required maintenance and repair of the rental vehicle resulting from a mechanical failure, or otherwise, must be performed within 25 miles of the general vicinity of the renter's location. At the time of initial notification, the Contractor shall furnish a replacement vehicle at no additional cost to the State or User Agency for maintenance or repairs that are anticipated to exceed one (1) hour.

If the replacement vehicle provided is not in the same rate group as the original rental vehicle, the Contractor shall provide a replacement comparable in performance, design, and accessories.

For Long-Term rentals, the Contractor shall provide renters with routine vehicle maintenance schedules and specific instructions for obtaining any required maintenance and repair. Renters are not financially responsible for rental vehicle maintenance or repair. Renters are responsible for bringing the vehicle back to the Participating Location if necessary. However, the Participating Location should work with the renter to schedule any necessary, routine, maintenance in order to mitigate disruptions in the renter's business activities.

F. Vehicle Requirements

Rental vehicles shall be ready for dispatch and to the extent possible, the rental agreement will be complete and ready to sign when the renter arrives at the Contractor's Participating Location.

If the vehicle size/class reserved is not available, the Contractor will provide the renter a higher vehicle class at the same rate with the renter's consent. If requested by the renter, the Contractor shall provide a lower vehicle class and adjust the rental rate down to the applicable lower contracted rate.

Upon receiving the rental vehicle, the vehicle must have a full tank of fuel to the extent possible. PHEVs/ZEVs shall have no less than an 80 percent charge, to the extent possible. When a vehicle is rented, the Contractor shall record the level of fuel/charge the vehicle had when the renter picked it up.

Rental vehicles will be properly licensed, clean, and maintained in safe operating condition, be no more than two (2) years old, and have no more than 40,000 miles on the odometer.

Sanitization of the exterior and interior of the vehicle must be regimented and include thorough disinfection of steering wheel, shifter, visors, rear-view mirror, exterior and interiors door handles, trunk/bed handles, center console, turn signal, instrument panel,

and cup holders. DGS-STP has the right to inspect vehicles at any Participating Location at any time without notice.

G. Clean and Fuel-Efficient Vehicles

The Contractor shall provide PHEVs and ZEVs in an intermediate size at the contracted rate. Resources for identifying these vehicles can be found on the California Air Resources Board Drive Clean website.

The Contractor's vehicle descriptions shall clearly specify whether a vehicle category is hybrid or fully electric. Fully electric also includes a fuel cell electric vehicle.

If a PHEV/ZEV is rented and does not have sufficient battery/fuel level upon pickup, in accordance with the minimum 80 percent battery charge/fuel requirement noted in Section F. Vehicle Requirements above, the renter is allowed to request an alternative approved vehicle at no additional cost to DGS-STP or the User Agency.

Renters are not required to return PHEVs or ZEVs with the same level of charge/fuel the vehicle had at pickup. If the renter does not return their rental vehicle with the same level of charge/fuel as when they received it, the renter is subject to the company's re-charging/fueling rates, if applicable. Prepayment for anticipated re-charging/fueling rates is not allowed. The Contractor shall not charge any service fees, surcharges, or additional costs for refueling or recharging rentals under this Contract, except for the actual cost of fuel or electricity incurred.

The Contractor shall direct bill the User Agency for electricity/fuel used to recharge/fuel PHEV/ZEV rentals.

Upon mutual agreement, DGS-STP may consider alternate rate structures for electric vehicle charging or fuel cell electric vehicle refueling.

H. Americans with Disabilities Act

The Contractor will comply with Americans with Disabilities Act of 1990 (ADA), 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.

The Contractor shall make every effort to maintain availability for the following mobility devices upon request in as many Participating Locations as possible: hand controls – left hand, spinner knobs, and left-foot accelerators. These devices will be installed by professional installers. Participating Locations will make their best efforts to stock reasonable quantities of these devices to meet demand, and devices will be available to be installed on rental vehicles upon 48 hours' notice and at no charge to the renter or

User Agency. Requests for other special vehicle needs will be handled on a case-by-case basis.

9. STATEMENTS AND REPORTING

Statements and reports shall be provided upon request and at regularly defined intervals, including but not limited to daily, monthly, quarterly, semiannually, biannually and annually. Refer to the table below for statement and report requirements.

DGS-STP reserves the right to request additional reporting information during the term of the contract at no additional cost to the State, and the Contractor shall work with DGS-STP and User Agencies to provide requested reports within any requested timeframes.

The Contractor shall submit statements and reports utilizing the outline below, sample formats provided, or in another format provided by the Contractor and approved by DGS-STP.

- Statements and reports must be in Excel format or CSV format in which data can be sorted and manipulated.

- Statements and reports must be provided to DGS-STP by the 25th day after the preceding month that includes all Short-Term and Long-Term transactions under the contract with, at a minimum, the data fields identified below.

- Statements and report data shall use clear and consistent terminology for reporting items, ensuring uniformity across the OBT and the Contractor's reporting system (i.e. Sacramento County vs. Sacramento CO vs. Sac County, etc.).

- Data fields must remain unique across all statements and reports. Additional data categories and reports may be requested at any time in writing by DGS-STP in order to capture additional transaction and/or account performance data.

If at any time after a billing statement closes, an invoice adjustment, billing adjustment, or calculation change is required, the Contractor shall provide the renter with an adjusted receipt, and the User Agency shall be provided a new updated billing statement.

The Contractor's reporting system shall generate the following reports and statements, including but not limited to:

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
Airport Summary Report	A summary report on all airport rentals showing the year-over-year comparison and difference/change by month. The report shall contain the Participating Location code, car rental brand name, three (3) letter airport code, airport name, number of tickets, number of days, base rate charges, and total charges.	DGS-STP	Monthly
Carbon Emissions Report	A summary report on carbon emissions based on vehicle class and travel miles per month. Reports shall contain the following: 1. Short-Term and Long-Term Summary of carbon/greenhouse gas emissions for all User Agency rentals containing company brand name and metric tons of CO2e. 2. Summary by country containing country of rental, driven car Standard Interline Passenger Procedure Code (SIPP), number of rentals, charge days, total distance in miles, total distance in kilometers, gallons of fuel, liters of fuel, pounds of CO2e, kilograms of CO2e, metric tons of CO2 (3a), metric tons of CO2 from CH4 (3b), metric tons of CO2e from N2O (3c), and metric tons of CO2e. 3. Detail by country containing country of rental, User Agency direct billing account identification number (include both Short-Term and Long-Term account numbers if applicable), rental agreement number, reservation number, booking source, driven car SIPP code, car class description, original check-out date, return date, number of rentals, charge days, total distance in miles, total distance in kilometers, driven car class miles per gallon, car class kilometers per liter, liters per 100 kilometers, gallons of fuel, liters of fuel, pounds of CO2e,	DGS-STP	Monthly

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	kilograms of CO2e, metric tons of CO2 (3a), metric tons of CO2 from CH4 (3b), metric tons of CO2e from N2O (3c), and metric tons of CO2e.		
Consolidated Long-Term User Agency Fiscal Year Statements	Consolidated electronic report of "Long-Term Statement Detail" files for all User Agencies encompassing a fiscal year of Long-Term rentals, separated by User Agency, with the statement files clearly indicating the User Agency direct billing Long-Term account identification number, User Agency name, and fiscal year dates in the file name. Consolidated statements must have tabs that separate each month, as well as a tab containing all charges and a tab containing all refunds for all 12 months within the fiscal year. These two (2) tabs shall be named "Master Summary" and "Master Refund". 1. Statements shall contain the User Agency account name, User Agency direct billing Long-Term account identification number, and invoice date in the statement header. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total charges billed, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, original check-out date, check-out time (PST), return date (if still renting, leave blank), return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate,	DGS-STP	Annually/Fiscal Year End

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	car SIPP code requested, car SIPP code received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period. 2. Statements shall also reflect any refunds received during that month. Refund fields shall contain User Agency account name, User Agency direct billing Long-Term account identification number, and invoice date in the statement header. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total refunds issued, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, original check-out date, check-out time (PST), return date (if still renting, leave blank), return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP requested, car SIPP received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period.		
Consolidated Short-Term User Agency Fiscal Year Statements	Consolidated electronic report of "Short-Term Statement Detail" files for all User Agencies encompassing a fiscal year of Short-Term rentals, separated by User Agency with the statement files clearly indicating the User Agency direct billing Short-Term account identification number, User Agency name, and fiscal year dates in the file name.	DGS-STP	Annually/Fiscal Year End

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	1. Consolidated statements must have tabs that separate each month, as well as a tab containing all charges and a tab containing all refunds for all 12 months within the fiscal year. These two (2) tabs shall be named "Master Summary" and "Master Refund". 2. Statement headers shall contain User Agency account name, User Agency direct billing Short-Term account identification number, and invoice dates. 3. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total charges billed, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, check-out date, check-out time (PST), return date, return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP requested, car SIPP received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period. 4. Statements shall also reflect any refunds received during that month. Refunds fields shall contain User Agency account name, User Agency direct billing Short-Term account identification number, and invoice date in the statement header. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total refunds		

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	issued, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, check-out date, check-out time (PST), return date, return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP requested, car SIPP received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period.		
Fuel Audit Report	An electronic report showing Contractor audits of fuel charged to User Agency direct bill accounts. The report shall be delivered electronically (Excel file via email) every six (6) months from contract "go-live" date). The fuel audit report shall contain two (2) tabs encompassing data for a six (6) month period as outlined below: 1. Data tab: this tab shall contain company brand name, rental agreement number, direct billing account identification number (include both Short-Term and Long-Term account numbers if applicable), User Agency account name, Participating Location code, original check-out date, return date, rental city, rental state, fuel charged, base rate charged, total charged, and refund amount. 2. Pivot table tab: this tab shall contain a pivot table of all information contained in the data tab. Pivot table shall display direct billing account identification number (include both Short-Term and Long-Term account numbers if applicable), account names, and sum of refund amounts.	DGS-STP	Semiannually

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	3. The first Fuel Audit Report shall be presented six (6) months from Contract award date encompassing the prior six (6) months. Subsequent reports shall be presented every six (6) months thereafter.		
Long-Term Rental Summary Report	A real-time report on all Long-Term rental activity by the User Agency and ticket number. Report shall contain the User Agency name, check-out Participating Location, check-in Participating Location, original check-out date, return date (if still renting, leave blank), ticket number, User Agency direct billing Long-Term account identification number, account type (Executive Branch or Non-Executive Branch), total number of days, beginning and end mileage, vehicle class, make, model, license plate number, VIN, base rate total, refueling charges, EV recharging costs, taxes, surcharges, total miles, and ticket total.	DGS-STP	Monthly
Long-Term Statement Detail Master	A monthly zipped file (.zip) containing Long-Term statement details for all User Agencies. Statements are to encompass a month of Long-Term rentals and shall be separated by the User Agency with the statement files clearly indicating the User Agency direct billing Long-Term account identification number, name, and statement date in the file name. 1. Statement headers shall contain User Agency account name, User Agency direct billing Long-Term account identification number, and invoice date. 2. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total charges billed, adjustments, Participating Location street address,	DGS-STP	Monthly

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	Participating Location city, Participating Location state, booking source, reservation number, original check-out date, check-out time (PST), return date (if still renting, leave blank), return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP requested, car SIPP received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period. 3. Statements shall also reflect any refunds received during the reporting month. Refund fields shall contain User Agency account name, User Agency direct billing Long-Term account identification number, and invoice date in the statement header. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total refunds issued, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, original check-out date, check-out time (PST), return date (if still renting, leave blank), return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP code requested, car SIPP code received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period.		
Loss Runs Report	A report of loss runs for all car rental accidents covered under the current contract, for each year of the contract term. Report shall	DGS-STP	Upon Request

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	contain the insurance carrier name, insurance carrier coverage term (e.g., 07/01/2024 – 07/01/2025), date of loss, User Agency's name, User Agency's direct billing account identification number (include both Short-Term and Long-Term account numbers, if applicable), renter(s) full name , total dollar amount of the third-party liability claim, including loss adjusting expenses, claim status (e.g., open, closed), amount reserved (if claim is still open). Report shall exclude cost of physical damage to the rental car.		
PHEV/ZEV Rental Data	A monthly snapshot of PHEV/ZEV activity to assist STP in tracking PHEV/ZEV encouragement goals, containing User Agency Short-Term and Long-Term PHEV/ZEV rental activity/transactions for the prior month. Report shall contain direct billing account identification number (include both Short-Term and Long-Term account numbers if applicable), User Agency account name, account type (Executive Branch or Non-Executive Branch), rental agreement number(s), Participating Location code, original check-out date, return date, Participating Location street address, Participating Location city, Participating Location state, return Participating Location street address, return Participating Location state, return Participating Location city, renter(s) full name, PHEV/ZEV class requested at time of booking, vehicle class received at Participating Location, number of rental days, total miles driven, total charges, base rate charges, recharging costs, taxes, and surcharges.	DGS-STP	Monthly
Rental Revenue Report	The report shall also summarize in a separate tab the top 20 locations where a PHEV/ZEV was requested but not received, and the top twenty (20) locations where a PHEV/ZEV was received as requested.	DGS-STP	Annually/Fiscal Year End

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	A report of all User Agency rental revenue encompassing a full calendar year from the contract "Go-Live" date. Report fields shall contain account type (Short-Term and Long-Term), number of rentals, number of days rented, base rate charged, and total revenue amount. Short-Term and Long-Term shall be on different lines, with a total line underneath.		
Reservation Booking Source Report	A report detailing all rentals made through any booking method, including but not limited to; the State's TMS provider, the Contractor's toll-free number, the Contractor's proprietary website, and any booking sources outside the approved booking methods. Report fields shall contain booking source, User Agency name, direct billing account identification number (include both Short-Term and Long-Term account numbers if applicable), rental agreement number, Participating Location street address, Participating Location city, original check-out date, return date, renter(s) full name.	DGS-STP	Monthly
Revenue Share Report	A report detailing rentals used in calculating revenue share. The report shall contain two (2) tabs: 1. Summary data containing the invoice number, term of the revenue (quarter and dates), date the revenue Automated Clearing House (ACH) was sent to DGS-STP, percentage of revenue, revenue due date showing revenue by car rental brand, and a revenue grand total. 2. Detailed revenue data containing the rental agreement number, check-out date, return date, car rental brand, User Agency name, direct billing account identification number (include both Short-Term and Long-Term account numbers if	DGS-STP	Quarterly

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	applicable), number of rentals per User Agency for the reporting period, number of rental days per User Agency for the reporting period, revenue/spend per User Agency used to calculate the revenue, along with the base rate, a grand total, and User Agency revenue amount along with a grand total.		
Short-Term Rental Summary Report	A report on all Short-Term rental activity by User Agency. The report shall contain the User Agency name, User Agency direct billing Short-Term account identification number, account type (Executive Branch or Non-Executive Branch), total number of days, base rate total, refueling charges, EV recharging costs, taxes, surcharges, and total number of tickets.	DGS-STP	Monthly
Short-Term Statement Detail Master	A monthly zipped file (zip) containing Short-Term statement detail for each User Agency. Statements are to encompass one (1) month of Short-Term rentals separated by User Agency with the statement files clearly indicating the User Agency direct billing Short-Term account identification number, User Agency name, and statement dates in the file name. 1. Statement headers shall contain User Agency account name, User Agency direct billing Short-Term account identification number, and invoice date. 2. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total charges billed, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, check-out date, check-out time (PST), return date, return time (PST), total number of	DGS-STP	Monthly

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP code requested, car SIPP code received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period. 3. Statements shall also reflect any refunds received during that month. Refunds fields shall contain User Agency account name, User Agency direct billing Short-Term account identification number, and invoice date in the statement header. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total refunds issued, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, check-out date, check-out time (PST), return date, return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP code requested, car SIPP code received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period.		
Toll Direct Bill Statement	Detailed data for each User Agency encompassing one (1) month of bridge, express lane, highway or other ground transportation tolls that have been direct billed to a User Agency, with statement files clearly indicating the direct billing account identification number (include both Short-Term and Long-Term account	DGS-STP and User Agency	Monthly

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	numbers if applicable), User Agency name, and toll direct bill statement date in the file name. Statements shall contain the User Agency account name, direct billing account identification number (include both Short-Term and Long-Term account numbers if applicable), and invoice date in the statement header. Statement data shall contain renter(s) full name, billing account number (internal), rental ticket number, original check-out date, return date (if still renting, leave blank), number of rental days, total usage fee and violation fees, toll type (express lane, bridge, etc.), total due, rental city, rental state, license plate number, columns for additional units/renters (as needed), toll reference ID, toll road location, and toll date and time.		
Top Participating Locations	A report on the top 10 Participating Locations containing two (2) tables. 1. One table shall showcase the top 10 airport locations, and the second table shall showcase the top 10 home city locations. 2. Table data fields shall contain the name of the Participating Location, total number of rentals, and total rental revenue for that location.	DGS-STP	Annually/Fiscal Year End
User Agency Invoice Detail	A consolidated report on all User Agency Short-Term and Long-Term transactions for the prior month. Report shall contain direct billing account identification number (include both Short-Term and Long-Term account numbers if applicable), User Agency account name, account type (Executive Branch or Non-Executive Branch), rental agreement number(s), Participating Location code, original check-out date, return date, Participating Location street address,	DGS-STP	Monthly

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	Participating Location city, Participating Location state, return Participating Location street address, return Participating Location state, return Participating Location city, renter(s) full name, car SIPP code driven, number of rental days, total miles driven, total charges, base rate charges, fuel charges, gallons of fuel charged, EV recharging costs, taxes, surcharges, and purchase order number.		
User Agency Long-Term Statement Detail	Detailed data for each individual User Agency encompassing one month of Long-Term rentals. Statements shall clearly indicate the User Agency direct billing Long-Term account identification number, User Agency Account name, and statement date in the file name. 1. Statement headers shall contain User Agency account name, User Agency direct billing Long-Term account identification number, and invoice date. 2. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total charges billed, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, original check-out date, check-out time (PST), return date (if still renting, leave blank), return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP code requested, car SIPP code received, renter(s) full name, unit number(s), vehicle year,	User Agency	Monthly

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period. 3. Statements shall also reflect any refunds received during that month. Refunds fields shall contain User Agency account name, User Agency direct billing Long-Term account identification number, and invoice date in the statement header. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total refunds issued, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, original check-out date, check-out time (PST), return date (if still renting, leave blank), return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP code requested, car SIPP code received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period.		
User Agency Short-Term Statement Detail	Monthly detailed data for each individual User Agency encompassing one (1) month of Short-Term rentals. Statements shall clearly indicate the User Agency direct billing Short-Term account identification number, User Agency Account name, and statement date in the file name. 1. Statement headers shall contain User Agency account name, User Agency direct billing Short-Term account identification number, and invoice date.	User Agency	Monthly

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	2. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total charges billed, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, check-out date, check-out time (PST), return date, return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP code requested, car SIPP code received, renter(s) full name, unit number(s), vehicle year, make, model, license plate number, and VIN etc., for all User Agency rentals for the reporting period. 3. Statements shall also reflect any refunds received during that month. Refunds fields shall contain User Agency account name, User Agency direct billing Short-Term account identification number, and invoice date in the statement header. Statement data shall contain billing account number (internal), rental agreement number, invoice number, base rates charged, fuel charges, EV recharging costs, sales tax, other taxes and fees (labeled specifically), total refunds issued, adjustments, Participating Location street address, Participating Location city, Participating Location state, booking source, reservation number, check-out date, check-out time (PST), return date, return time (PST), total number of rental days, start miles, end miles, total miles, hourly rate (if applicable), daily rate, weekly rate, monthly rate, car SIPP code requested, car SIPP code received, renter(s) full name, unit number(s), vehicle year, make, model, license plate		

Report/Statement Name *(alphabetical order)*	Description	Audience	Frequency
	number, and VIN etc., for all User Agency rentals for the reporting period.		

10. QUARTERLY REVIEWS

The Contractor shall meet quarterly with DGS-STP to discuss topics including but not limited to contract performance/deliverables, challenges and opportunities, customer feedback and insights, and potential future CCR initiatives. A quarterly meeting schedule shall be established by DGS-STP once a contract is executed.

11. REVENUE SHARE

The Contractor shall submit a revenue share via Automated Clearing House (ACH) to DGS-STP, along with a backup detail report to the DGS-STP Contract Administrator, within 60 calendar days after the end of each quarter. This amount should be equal to the percentage of total Base Rate charges specified in Exhibit B-1, Contract Rates for national/domestic and international rentals.

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 as outlined in section 9, Statements and Reporting, to clearly indicate how the revenue share was determined. At any time, the State may audit the reports to ensure accuracy.

12. MARKETING AND PROMOTIONAL ADS

This contract shall not be used in conjunction with any other commercial, special, promotional, government, affinity, or discounted rental programs. The Contractor shall ensure that government agencies seeking to use this contract in connection with their own or other programs obtain explicit written permission to do so from the DGS-STP Contract Administrator.

All marketing and promotional ads regarding this contract must receive written approval from the DGS-STP Contract Administrator, prior to distribution. Publications featuring interviews and/or quotes from the Contractor in which State business/the contract are mentioned will also require approval by the DGS-STP Contract Administrator.

The Contractor shall not market DGS-STP or this contract independently from DGS-STP without explicit written permission from DGS-STP.

The Contractor shall notify the DGS-STP Contract Administrator in writing whenever there is an opportunity to market to a potentially eligible participant (User Agency) including but not limited to industry or trade events.

Upon request from the State, the Contractor shall:

1) Sponsor DGS-STP for program publicity, including but not limited to industry event reservations/registrations/booth fees for marketing DGS-STP's services. Sponsorship shall not exceed $5,000 per contract year. STP shall notify the Contractor of the upcoming sponsorship request(s) at least 90 calendar days in advance via email.

2) Facilitate and attend cooperative seminars, workshops, trade shows, and conferences requiring travel within California with DGS-STP and DGS-STP's contracted vendors, presenting the program to potential new User Agencies.

3) At the request of DGS-STP, create and provide printed and/or digital marketing materials, brochures and flyers, tradeshow collateral with DGS-STP-related program highlights and logos, videos, and presentations.

13. END OF CONTRACT TRANSITION

DGS-STP requires a smooth and orderly transition from the Contractor to a new Contractor to ensure minimum disruption and avoid decline in service.

The Contractor shall work with the DGS-STP Contract Administrator to close out the contract and to ensure that an efficient and effective transition takes place.

Upon termination or expiration of the contract, the following shall occur:

1) The Contractor shall fully cooperate with the transition activities defined herein regardless of the reason for the transition (i.e., contract expiration, contract termination etc.).

2) The Contractor shall collaborate with DGS-STP and the new Contractor to draft and finalize a detailed implementation plan which includes at minimum, major tasks, activities, timeframes, and allocated resources.

3) The Contractor shall provide sufficient, experienced staff during the transition period to ensure that there is no reduction in the quality of services provided under this contract.

4) The Contractor shall resolve credit transactions for all account reconciliation that occurs after the contract expiration date or if this contract is terminated, within 60 calendar days.

5) The Contractor shall honor all rental requests it receives prior to contract expiration and fulfill any pre-existing reservations for up to four (4) months after contract expiration or termination, at the same rates with the same terms and conditions.

6) The Contractor shall provide customer and account close-out support for six (6) months after contract expiration or termination or until all rental requests are fulfilled.

7) The Contractor shall collaborate with DGS-STP and the new Contractor to transition all User Agency direct bill accounts participating under this contract to ensure an efficient and effective transition with little to no disruption to User Agencies.