

**WSCA PARTICIPATING ADDENDUM  
Nationwide Vehicle Rental Services  
Enterprise Rent-A-Car and National Car Rental  
Oregon Master Price Agreement Number: 9950  
City and County of San Francisco Term Contract Number: 68115**

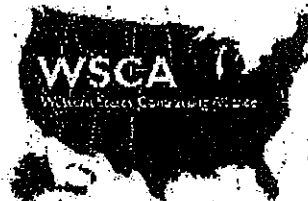
This Participating Addendum adds the City and County of San Francisco (hereinafter "Participating City") as a Participating entity to purchase from the WSCA Price Agreement, Number 9950, with the subsidiaries of Enterprise Holdings, Inc. as listed on attached Schedule A (hereinafter "the Contractor").

1. **Scope:** This addendum covers Nationwide Vehicle Rental Services within the scope of the WSCA Master Agreement for City and County of San Francisco and all its Agencies and Political Subdivisions.
2. **Definitions:** For the purposes of this Addendum, the following terms shall have the definitions set forth below:
  - a. "City" shall mean City & County of San Francisco
  - b. "City Department and Agencies" means a City and County Departments, Boards, Commissions, Committees, Task Forces and Key Divisions
3. **Changes: (To address any State Specific Changes)**
  - a. Appendix A: Additional Term & Conditions has been added. The terms and conditions contained in Appendix A supersede any and all terms and conditions in the event of a conflict or contradiction
  - b. Appendix B: Reporting Requirements
  - c. Appendix C: Invoice Formats
  - d. Appendix D: Direct Bill or American Express Account Form
  - e. Appendix E: City and County of San Francisco (CCSF) 2010 Drivers Manual excerpts

4. **Primary Contacts:**

a. The primary contact for lead state:

Contact:	Tim A. Hay
State/Political Entity:	Oregon Department of Administrative Services, State Procurement Office
Address:	1225 Ferry St SE U140
City, State, Zip:	Salem, OR 97301-4285
Phone:	503-378-4650
Fax:	503-373-1626
Email:	<a href="mailto:tim.hay@state.or.us">tim.hay@state.or.us</a>



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Nationwide Vehicle Rental Services  
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City and County of San Francisco Term Contract Number: 68115**

**b. The primary contact for the Contractor:**

Contact: Davlon L. Lease  
Entity: Business Rental Account Development, Enterprise Holdings  
Address: 20400 S.W. Teton Avenue  
City, State, Zip: Tualatin, OR 97602  
Phone: 503-612-8195  
Fax: 503-467-5547  
Email: [davlon.l.lease@ehi.com](mailto:davlon.l.lease@ehi.com)

**c. The primary contact for the Participating State:**

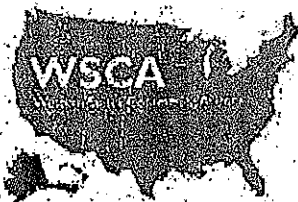
Contact: Jennifer Browne Snyder  
State/Political Entity: City & County of San Francisco  
Office of Contract Administration/Purchasing  
City Hall, Room 430  
Address: 1 Dr. Carlton B. Goodlett Place  
City, State, Zip: San Francisco, CA 94102-4685  
Phone: (415) 554-6743  
Fax: (415) 554-6717  
Email: [jennifer.snyder@sfgov.org](mailto:jennifer.snyder@sfgov.org)

**d. Contractor's Primary Contact for Participating State:**

Contact: Lisa Holmes  
Entity: Business Rental Sales Executive  
Enterprise Holdings  
Address: 199 North Sunrise Avenue  
City, State, Zip: Roseville, CA 95661  
Phone: (916) 787-4733  
Fax: (866) 827-4694  
Email: [lisa.m.holmes@ehi.com](mailto:lisa.m.holmes@ehi.com)

5. Contract Number: The contract number for the Participating City is \_\_\_\_\_

This Addendum and the WSCA Master Price Agreement, (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter thereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum or the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or



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the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below,

City and County of San Francisco

City Attorney:

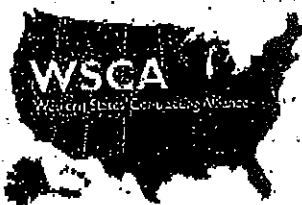
Signature: [Signature]  
Name: Rob Meerz  
Title: Deputy City Attorney  
Date: 12/20/10

Purchasing:

Signature: [Signature]  
Name: JAN FONG  
Title: ASST DIRECTOR OF OP. OCA  
Date: 12/22/10

Contractor:

Signature: [Signature]  
Name: Authorized Officer  
Title: Secretary or Asst. Secretary  
of each of the Affiliates  
Date: DEC 22 2010



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**APPENDIX A: ADDITIONAL BID AND CONTRACT CONDITIONS**

To  
 WSCA Participating Addendum  
 Between  
 The City and County of San Francisco  
 And  
 The Subsidiaries of Enterprise Holdings, Inc

**Electronic payment.** The City and County of San Francisco (City) uses Bank of America's Pay Mode-X system to pay invoices electronically and not by check whenever possible. The City makes Pay Mode-X payments every business day, but starting July 2010 will process, print and mail paper checks only one day a week. So the City encourages you – and it is greatly to your benefit – to enroll in Pay Mode-X now.

There is no cost to you to enroll in Pay Mode-X, and you get the same information electronically from Pay Mode-X that you would get on the City's check stub.

For more information, please visit the Controller's website at: <http://sfcontroller.org/index.aspx?page=85>

If you have questions, please call any of these people in the Controller's Office:

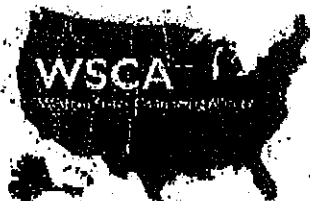
Jimmy Huang	(415) 554-7417
Steve W. Lee	(415) 554-7519
Kim-Lien Nguyen	(415) 554-7504

1. **When Bids Are Due; Bid Opening Procedures.**  
 NOT USED

2. **Alternates.**  
 NOT USED

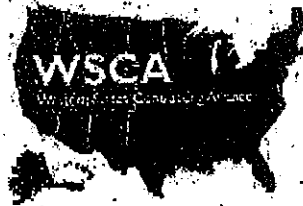
3. **Articles Furnished.** Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Code of Regulations and, for electrical products, Sections 110.2 and 110.3 (B) of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Department of Building Inspection (DBI) or Department of Public Works (DPW), Contractor shall notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are posted on Purchasing's website at <http://www.sfgov.org/oca/>. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

4. **Place of Manufacture.** No article furnished shall have been made in prison or by convict labor, except, for articles purchased for use by City's detention facilities.



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5. **Condition of Article.** Articles offered and furnished must be new and previously unused, and of manufacturer's latest model, unless otherwise specified herein.
6. **Samples.**  
NOT USED
7. **FOB Point.**  
NOT USED
8. **Price List Discounts.**  
NOT USED
9. **Bidding on Separate Items and in the Aggregate**  
NOT USED
10. **Prices.**  
See WCSA PRICING- Exhibit E, Pricing Sheet.
11. **Awards; Rejection of Bids.**  
NOT USED
12. **Cash Discounts; Terms of Payment (Commodities and Equipment only).**  
NOT USED
13. **Sunshine Ordinance.** In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.
14. **Inspection.** All articles supplied shall be subject to inspection and rejection by Purchasing or any department official responsible for inspection.
15. **Contract Interpretation; Choice of Law/Venue; Assignment.** Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.
16. **Hold Harmless and Indemnification.** Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract.



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including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

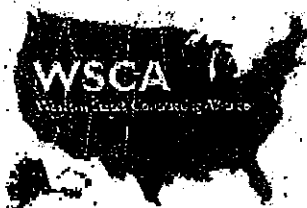
Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

17. **Failure to Deliver.** If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.
18. **Budget and Fiscal Provisions.** This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

19. **Default; Remedies.** On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on



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**City and County of San Francisco Term Contract Number: 68115**

demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract.

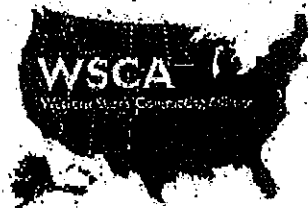
All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

20. **Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.
21. **Guaranteed Maximum Costs.**
- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
  - b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.
  - c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
  - d. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.
22. **Taxes.**
- a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor.



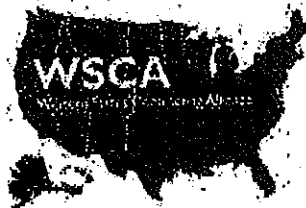
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**City and County of San Francisco Term Contract Number: 68115**

- b. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:
- (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.
  - (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
  - (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest, (see, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
  - (4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.
23. **Use of City Opinion.** Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor's performance under this contract without prior written permission of Purchasing.
24. **Nondiscrimination; Penalties**
- a. **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.



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- b. **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- c. **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.
- d. **Condition to Contract**  
NOT USED
- e. **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.
25. **Local Business Enterprise Utilization; Liquidated Damages**  
NOT USED
26. **MacBride Principles – Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.
27. **Tropical Hardwood and Virgin Redwood Ban.**  
NOT USED
28. **Resource Conservation.** Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference
29. **Submitting False Claims; Monetary Penalties.** Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco



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**Nationwide Vehicle Rental Services**  
**Enterprise Rent-A-Car and National Car Rental**  
**Oregon Master Price Agreement Number: 9950**  
**City and County of San Francisco Term Contract Number: 68115**

Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

30. **Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES; INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.
31. **Drug-Free Workplace Policy.** Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.
32. **Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.
33. **Compliance with Laws.** Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.
34. **Bid Protests.**  
NOT USED
35. **Food Service Waste Reduction Requirements.** Effective June 1, 2007, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in

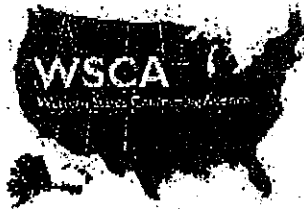


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San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that

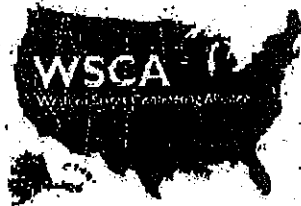
City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

36. **Contract Term.**  
 The contract period shall be for twelve (12) months. The term of this contract is the period from the award execution date, approximately December 22, 2010, or the above stated term date, whichever is later, through the last day of the month November 30, 2011.
37. **Contract Extension.**  
 This contract may be extended, all or in part, for a period or periods up to one (1) year by mutual agreement via formal contract modification. The maximum contract period shall not be more than 5 years.
38. **Toll-Free Telephone Number.**  
 Contractor shall provide the City with a Toll Free telephone number which can be used for customer service related questions only. All bookings for rental vehicles shall be made using the online reservation system.
39. **Cooperative Agreement.**  
 NOT USED
40. **Not used**
41. **LBE Ordinance**  
 NOT USED
42. **Claim for Preference**  
 NOT USED
43. **Bid Preference for Brokerage Services**  
 NOT USED
44. **LBE Subcontracting**  
 NOT USED



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**City and County of San Francisco Term Contract Number: 68115**

45. **Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.
46. **Conflict of Interest.** Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.
47. **Non-Waiver of Rights.** The omission by either party at anytime to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.
48. **Contractor's Default.** If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.
49. **Bankruptcy.** In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.
50. **Incidental and Consequential Damages.** Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.
51. **Reports by Contractor**  
**Multi-Year Term Contract**  
Each quarter, Contractor must furnish a report of purchasing activity by the City in the format listed in Appendix B of this contract.



**WSCA PARTICIPATING ADDENDUM  
Nationwide Vehicle Rental Services  
Enterprise Rent-A-Car and National Car Rental  
Oregon Master Price Agreement Number: 9950  
City and County of San Francisco Term Contract Number: 68115**

Contractor shall send the reports to the buyer and City Fleet Manager in electronic version:

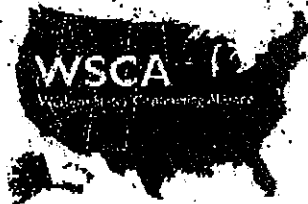
Jennifer Browne Snyder, Supervising Purchaser  
[jennifer.snyder@sfgov.org](mailto:jennifer.snyder@sfgov.org)  
Re: Term Contract No. 68115  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

And

Tom Fung, Fleet Manager  
[Tom.fung@sfgov.org](mailto:Tom.fung@sfgov.org)  
Re: Term Contract No. 68115  
Central Shops  
1800 Jerrold Ave.  
San Francisco, CA 94124

Failure to provide reporting in the manner described in Appendix B can result in termination of the Contract, at the Purchaser's discretion.

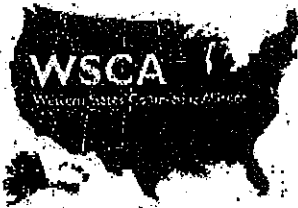
- 52. **Notice to Parties.** All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:  
Director of Purchasing  
City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685
- 53. **Subcontracting.** Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.
- 54. **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself,



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Enterprise Rent-A-Car and National Car Rental**  
**Oregon Master Price Agreement Number: 9950**  
**City and County of San Francisco Term Contract Number: 68115**

its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

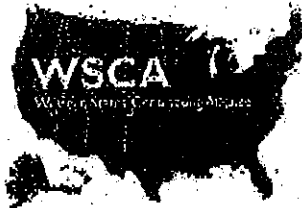
55. **Severability.** Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
56. **Emergency - Priority 1 Service.** In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available. Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency. In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.
57. **Not used**
58. **Term Bid - Quantities.** This is a term, indefinite quantities contract. Unless otherwise specified herein, deliveries will be required in quantities and at times as ordered during the period of the contract.
59. **First Source Hiring Program**  
**NOT USED**
60. **Earned Income Credit (EIC) Forms.** Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found. Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract. Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract. If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Enterprise Rent-A-Car and National Car Rental**  
**Oregon Master Price Agreement Number: 9950**  
**City and County of San Francisco Term Contract Number: 68115**

cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

61. **Limitations on Contributions.** Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.
62. **Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.
63. **Preservative-Treated Wood Containing Arsenic.**  
NOT USED
64. **NOT USED.**
65. **Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false



**WCSA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Enterprise Rent-A-Car and National Car Rental**  
**Oregon Master Price Agreement Number: 9950**  
**City and County of San Francisco Term Contract Number: 68115**

claim action against the Contractor pursuant to Chapter 6 or Chapter 21, of the Administrative Code, or debar the Contractor.

66. **Graffiti Removal.**  
NOT USED

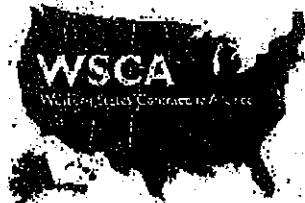
67. **Modification of Agreement.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

68. **Purpose.** The purpose of this contract is to provide Vehicle Rental Service for the City and County of San Francisco.

69. **Pre-Bid Conference.**  
NOT USED

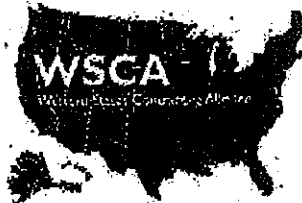
70. **Specifications.**  
Vehicle specifications shall be as listed in the WCSA contract #9950. Vehicle specifications shall also meet the following City and County of San Francisco requirements:

- a. All vehicles rented under this contract should comply with the City's Environmental Code Chapter Four – Healthy Air and Smog Prevention Ordinance. All vehicles provided should be rated as ultra-low emission vehicles. Prior to any rentals, if such vehicles are not available from the Contractor, the City departments must obtain approval for a Clean Air exemption. Included in the request for exemption, a written statement on the Contractor's letterhead must be provided from the Contractor stating that such "Clean Air" vehicles are not available at the time of the rental.
- b. All vehicles shall be no older than 2 years and under 36,000 miles, "standard" size – not "compact" (except minivans), in good or "near new" condition and must be complete with all equipment listed by the manufacturers as standard, including compliance with all applicable provisions of the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code. All vehicles must include California Emissions System unless otherwise stated.
- c. All vehicles provided under this contract shall include, but not be limited to, the following equipment:
  - Automatic Transmission
  - Fresh-air heater with defroster
  - Left and right outside rear-view mirrors
  - Front and rear directional signal lights
  - Spare tire and wheel, jack, lug wrench, and all other necessary tools to change tires and wheels
  - California Highway Patrol approved safety seat belts for all seating areas
  - California license plates with current registration
  - Standard body color for all vehicles should be white or comparable shade when possible



**WSCA PARTICIPATING ADDENDUM  
Nationwide Vehicle Rental Services  
Enterprise Rent-A-Car and National Car Rental  
Oregon Master Price Agreement Number: 9950  
City and County of San Francisco Term Contract Number: 68115**

- Back-up alarms
  - d. Deluxe equipment and features, in excess of those listed above, are acceptable but are not required, and no considerations in award will be given to furnishing accessories, equipment or attachments in excess of those listed.
71. Bidder's/Contractors Qualifications and Requirements
- a. NOT USED
  - b. NOT USED
  - c. NOT USED
  - d. NOT USED
  - e. NOT USED
  - f. Contractor's facility shall comply with Title III of the Americans with Disabilities Act Regulations (including Title 3 Accessibility Guidelines) and Title 24, State of California Building Code (California Accessibility Regulations) regarding handicapped persons' accessibility.
  - g. The City may require Contractor to provide within seven (7) working business days from the date they are requested to do so, information and documentation requested by Purchaser, including but not limited to: sources of supply, distribution, dealership or agency agreements and authorizations from manufacturer's they claim to represent, lines of credit with financial institutions from manufacturer's they claim to represent, lines of credit with financial institutions and suppliers, numbers of employees, trade references and any other information to determine the Contractor's fitness to supply the contract requirements.
  - h. The City reserves the right to inspect Contractor's place of business, including Contractor's existing stock prior to award or during the contract term, to aid Purchaser in determining Contractor's ability to satisfy the terms and conditions of the contract.
  - i. Contractor must maintain normal business hours of at least 8:00 A.M. to 5:00 P.M., Monday through Friday throughout the term of the contract, and be open at all times during that period.
  - j. Contractor must be capable of producing usage reports required under General Condition No. 50 of this contract.
72. Delivery  
Refer to terms in WSCA Contract #9950 except in the case of usage by Department of Elections as stated in Appendix A, Item 70(e).
73. Price. All items shall be priced according to Master Price Agreement Vehicle Rental Services, Price Agreement No. 9950. Subsection 3.1.1 Term of the Price Agreement



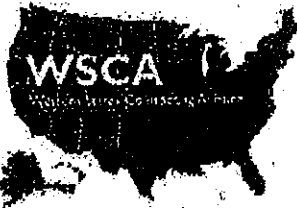
**WSCA PARTICIPATING ADDENDUM  
Nationwide Vehicle Rental Services  
Enterprise Rent-A-Car and National Car Rental  
Oregon Master Price Agreement Number: 9950  
City and County of San Francisco Term Contract Number: 68115**

- 74. **Bid Evaluation.**  
NOT USED
- 75. **Adjustment of Bid Price for Sales Tax.**  
NOT USED
- 76. **Award**  
NOT USED
- 77. **Awarded Items.**  
NOT USED
- 78. **Ordering.** Items to be furnished under this contract shall be ordered through **ENTERPRISE Rent-A-Car and National Car Rental.**
- 79. **Payment.** The City agrees to pay for all products in accordance with the prices quoted in the cooperative agreement with WSCA. Payments shall be made by the City to Contractor in arrears, for completed orders, throughout the term of the contract. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.
- 80. **Additional Items.**  
Contractor shall develop and support an online booking portal for City and County of San Francisco (CCSF) users. The CCSF online booking portal shall include the following fields: Employee Disaster Service Worker (DSW) Number and 3-Digit Department Code, Departmental Purchase Order Number, automatic booking notification sent to end user's approving manager (as provided by CCSF). Contract shall also make reference in the online booking portal to the CCSF Employee's responsibilities for appropriate vehicle usage per the instructions in the CCSF 2010 Drivers Manual, attached as Appendix D.
- 81. **Environment Code Chapter 5, Resource Conservation Ordinance**  
NOT USED
- 82. **Bid Security**  
NOT USED
- 83. **Performance Bond**  
NOT USED
- 84. **Fidelity Bond**  
NOT USED
- 85. **Insurance**
  - a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Enterprise Rent-A-Car and National Car Rental**  
**Oregon Master Price Agreement Number: 9950**  
**City and County of San Francisco Term Contract Number: 68115**

- (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
  - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$1,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.
  - (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
  - (2) That such policies are primary insurance to any other insurance available to the Additional Insureds; with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty days' advance written notice to the City of reduction or non renewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:
- Director, Office of Contract Administration  
Purchasing Division  
City and County of San Francisco  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685
- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.



**WSCA PARTICIPATING ADDENDUM  
Nationwide Vehicle Rental Services  
Enterprise Rent-A-Car and National Car Rental  
Oregon Master Price Agreement Number: 9950  
City and County of San Francisco Term Contract Number: 68115**

- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

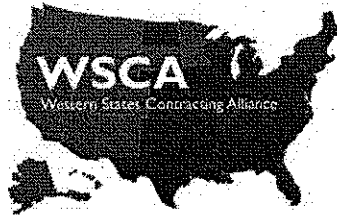
86. **Failure to Execute Contract**  
NOT USED

87. **Sweatfree Procurement**  
NOT USED

88. **Electronic Payment**  
The City encourages all vendors to enroll in PayMode so that they will be paid faster, electronically instead of by check. Please note that the City is using PayMode only to pay invoices, not to receive invoices. For more information, please visit the Controller's website at:  
[http://www.sfgov.org/site/controller\\_index.asp?id=65762](http://www.sfgov.org/site/controller_index.asp?id=65762)

89. **Bid Submittal Instructions**  
NOT USED

**END OF APPENDIX A: BID AND CONTRACT CONDITIONS**



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Enterprise Rent-A-Car and National Car Rental**  
**Oregon Master Price Agreement Number: 9950**  
**City and County of San Francisco Term Contract Number: 68115**

**APPENDIX B: FORMAT FOR QUARTERLY REPORTS**

***TO BE SUBMITTED ELECTRONICALLY TO PURCHASER AND FLEET MANAGER AS STATED IN ITEM 51 OF THE CONTRACT TERMS AND CONDITIONS***

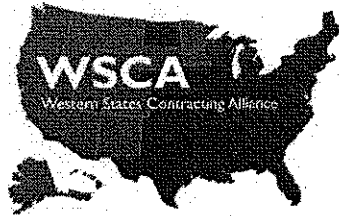
PO#	Renting Department 3-Digit Code (OCA, DPW, PUC, etc.)	Renting Department Contact DSW (Disaster Service Worker) Number	Car Class (compact, economy, standard, etc.)	Day Out	Day In	Unit of Measure for Rental Rate (daily, weekly, monthly)	Price per Unit of Measure	# of Units	Extended Price (Price per Unit of Measure x # of Units)	Daily Differential (applicable only for rentals in cities outside of CCSF as stated in Exhibit E "Pricing Sheet" of the WSCA contract #9950)
DPUW11000300	PUC	12345	compact	1/5/11	2/5/11	monthly	\$594.60	1	\$594.60	\$0.00
DPDW11000301	DPW	23456	standard	1/6/11	1/8/11	daily	\$31.33	2	\$62.66	\$0.00

Add On (GPS Unit Only at \$11.95/day, added at the discretion of the renting department)	Destination Fee (applicable only for vehicles returned outside of 500 miles from CCSF city limits)	Airport Tax (applicable only for vehicles picked up or returned to an airport)	Sales Tax (9.5%)	Roadside Assistance (Lockout, Fuel, Jumpstart, Tires – each @ \$61 per instance)	Total Invoiced Price (Extended Price + Daily Differential + Add On GPS + Destination Fee + Airport Tax + Sales Tax + Roadside Assistance)
\$358.50	\$0.00	\$0.00	\$90.54	\$0.00	<b>\$962.64</b>
\$0.00	\$0.00	\$0.00	\$5.95	\$61.00	<b>\$129.61</b>

**Schedule of Reporting Dates:**

- Data from January 1 – March 31, due to the City by April 15
- Data from April 1 – June 30, due to the City by July 15
- Data from July 1 – September 30, due to the City by October 15
- Data from October 1 – December 31, due to the City by January 15

**END OF APPENDIX B: FORMAT FOR QUARTERLY REPORTS**



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Enterprise Rent-A-Car and National Car Rental**  
**Oregon Master Price Agreement Number: 9950**  
**City and County of San Francisco Term Contract Number: 68115**

**APPENDIX C: INVOICING FORMAT (AIRPORT)**

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <b>Enterprise</b>  <small>3220 WINONA AVE BURBANK CA 91504</small> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p align="center"><b>RENTAL INVOICE</b></p> <p>Summary Date 10/04/2010</p> <p>Bill To: /SF WATER - WATER SUPPLY &amp; TRMT DIV 199 NORTH SUNRISE AVENUE ROSEVILLE CA 95661</p> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p align="center"><b>RENTAL INFORMATION</b></p> <table border="0" style="width: 100%; font-size: small;"> <tr> <td>Date Out</td> <td>9/30/10</td> <td>Date In</td> <td>9/29/10</td> </tr> <tr> <td></td> <td>10:20AM</td> <td></td> <td>10:31AM</td> </tr> <tr> <td>Renter</td> <td colspan="3">PAUL OLSKURV</td> </tr> <tr> <td>Reservation #</td> <td colspan="3"></td> </tr> </table> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>Additional Driver</p> <p>Name NO OTHER DRIVER PERMITTED</p> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <table border="0" style="width: 100%; font-size: x-small;"> <tr> <th colspan="2">RENTAL VEHICLES</th> <th colspan="2">CLAIM INFORMATION</th> </tr> <tr> <td>Color</td> <td>License No.</td> <td>Claim # / Policy # / P.O. #</td> <td></td> </tr> <tr> <td>WHITE</td> <td>6048149</td> <td>DPUW11000000/WTRST</td> <td></td> </tr> <tr> <td>Model</td> <td>Unit #</td> <td>Insured</td> <td></td> </tr> <tr> <td>10 POC3</td> <td>7CD37Y</td> <td></td> <td></td> </tr> <tr> <td>Color</td> <td>License No.</td> <td>Date of Loss</td> <td>Type of Loss</td> </tr> <tr> <td>Model</td> <td>Unit #</td> <td>Type of Car</td> <td>Repair Shop</td> </tr> </table> </div>	Date Out	9/30/10	Date In	9/29/10		10:20AM		10:31AM	Renter	PAUL OLSKURV			Reservation #				RENTAL VEHICLES		CLAIM INFORMATION		Color	License No.	Claim # / Policy # / P.O. #		WHITE	6048149	DPUW11000000/WTRST		Model	Unit #	Insured		10 POC3	7CD37Y			Color	License No.	Date of Loss	Type of Loss	Model	Unit #	Type of Car	Repair Shop	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>Rental Agreement 109219485 325N</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th colspan="3">BILLING DETAIL</th> </tr> <tr> <th>Description</th> <th>Rate</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1 MONTHS @</td> <td>630.00</td> <td>630.00</td> </tr> <tr> <td>SALES TAX</td> <td></td> <td>59.85</td> </tr> <tr> <td>VLT</td> <td></td> <td>5.10</td> </tr> <tr> <td colspan="2"><b>AMOUNT DUE</b></td> <td><b>694.95</b></td> </tr> </tbody> </table> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p align="center"><b>IMPORTANT INFORMATION</b></p> <table border="0" style="width: 100%; font-size: x-small;"> <tr> <td>Billing Inquiries Call</td> <td>Fed Tax ID #</td> </tr> <tr> <td>916-797-4500</td> <td>43-1514861</td> </tr> <tr> <td>Billing Information</td> <td></td> </tr> <tr> <td>DPUW11000000/WTRST</td> <td></td> </tr> </table> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p align="center">ASK US ABOUT OUR GREAT WEEKEND SPECIALS! CALL 1-800-RENT A CAR OR GO TO ENTERPRISE.COM</p> </div>	BILLING DETAIL			Description	Rate	Amount	1 MONTHS @	630.00	630.00	SALES TAX		59.85	VLT		5.10	<b>AMOUNT DUE</b>		<b>694.95</b>	Billing Inquiries Call	Fed Tax ID #	916-797-4500	43-1514861	Billing Information		DPUW11000000/WTRST	
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**Invoicing Instructions:**

- Contractor is to provide invoices by Department in the above format in electronic files to Departmental accountants (as communicated by Purchasing at the start of the contract) on a monthly basis
- Departmental accountant information submitted via Direct Bill/American Express Account form
- A. Invoice above for Airport pick-up (Rental Agreement # will be nine (9) digits)
- B. Invoice below for local pick-up (Rental Agreement # will be six (6) digits)



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Enterprise Rent-A-Car and National Car Rental**  
**Oregon Master Price Agreement Number: 9950**  
**City and County of San Francisco Term Contract Number: 68115**

**APPENDIX C: INVOICING FORMAT (LOCAL)**



1600 MISSION ST  
SAN FRANCISCO CA 94103-2434

**RENTAL INVOICE**

Summary Date 10/04/2010

Bill To:  
/SF WATER - WATER SUPPLY & TRMT DIV  
199 NORTH SUNRISE AVENUE  
ROSEVILLE CA 95661

RENTAL INFORMATION			
Date Out	8/09/10	10:20AM	Date In
			3/29/10 10:21AM
Renter	PAUL ORSBURN		
Reservation #			

Additional Driver	
Name	NO OTHER DRIVERS PERMITTED

RENTAL VEHICLES		CLAIM INFORMATION	
Color	License No.	Claim #/Policy #/P.O. #	
WHITE	00K149	DPUN1100000/WTRST	
Model	Unit #	Insured	
10 FOCUS	KC23TY		
Color	License No.	Date of Loss	Type of Loss
Model	Unit #	Type of Car	Repair Shop

Rental Agreement D068115 23GP

BILLING DETAILS			
Description	Rate	Amount	
1 MONTHS @	630.00	630.00	
SALES TAX		59.85	
VLF		5.10	
<b>AMOUNT DUE</b>		<b>694.95</b>	

IMPORTANT INFORMATION	
Billing Enquiries Call	Fed Tax ID #
916-783-4500	43-1314861
Billing Information	
DPUN1100000/WTRST	
ASK US ABOUT OUR GREAT WEEKEND SPECIALS! CALL 1-800-RENT A CAR OR GO TO ENTERPRISE.COM	

Please Return This Portion with Remittance

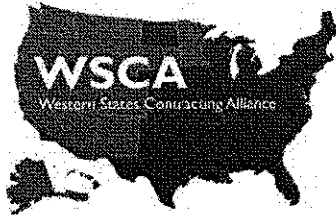
**AMOUNT DUE** ..... **694.95**

Remit to:  
ENTERPRISE RENT-A-CAR  
ATTN: STATE OF CA BUSINESS RENTAL DEPT  
399 N SUNRISE AVE, DEPT 9  
ROSEVILLE CA 95661

Paid by:  
/SF WATER - WATER SUPPLY & TRMT DIV  
199 NORTH SUNRISE AVENUE  
ROSEVILLE CA 95661

Customer# Rental Agreement Amount GPBR  
D830168 D068115 694.95 23GP

**END OF APPENDIX C: INVOICING FORMAT**



**WSCA PARTICIPATING ADDENDUM  
Nationwide Vehicle Rental Services  
Enterprise Rent-A-Car and National Car Rental  
Oregon Master Price Agreement Number: 9950  
City and County of San Francisco Term Contract Number: 68115**

**APPENDIX D: DIRECT BILL OR AMERICAN EXPRESS ACCOUNT FORM**

**City and County of San Francisco Application Form for  
Direct Bill or American Express Account**

***General Contact Information:***

**Account Name:** \_\_\_\_\_  
**County:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Billing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Physical Address:** \_\_\_\_\_  
*(If different than above)*

***Billing Contact Information:***

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
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**Oregon Master Price Agreement Number: 9950**  
**City and County of San Francisco Term Contract Number: 68115**

Purchase Order Number and Department Code Are Required:

1. What should they be labeled on your Intranet Link? DPXX1XXXXXXXXXX/XXX  
*(Example: Department Name, Cost Code, Index/PCA, etc.)*

2. In what format will they be? Alpha Numeric  
*(Example: Alpha Numeric, #####-#####, etc.)*

3. Direct Bill Account: Yes  No

4. American Express Billing Card Number: \_\_\_\_\_

Expiration Date \_\_\_/\_\_\_/\_\_\_ 4 Digit Number on Back of Card \_\_\_\_\_

*Names and DSW# of Authorized Employees:*

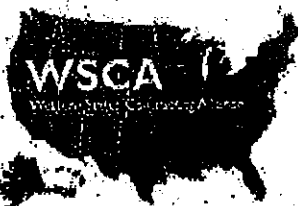
Employee Name	Email Address	Telephone Number	DSW#

*The above names and DSW#'s has been authorized and approved by:*

\_\_\_\_\_ *(end user, employee)*  
*Name Title*

\_\_\_\_\_ *(departmental manager)*  
*Name Title*

\_\_\_\_\_ *(departmental CFO)*  
*Name Title*



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
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**APPENDIX E: CITY AND COUNTY OF SAN FRANCISCO DRIVER MANUAL INSTRUCTIONS**

**The Driver's Mission**

If you must use a rental vehicle, your mission is to use it to conduct necessary city business, to represent the City and your department in public, and to drive legally, safely and courteously.

**Driver Responsibilities:**

**✓ Drive safely**

The single most effective safety feature of your vehicle is the driver. Drive safely and defensively. Wear your seat belt. Before you set out, inspect the vehicle to make sure it is in safe operating condition. For example, look at the tires for inflation and wear; check if the dashboard shows any warning lights. If the vehicle is not in a safe operating condition, do not use the vehicle - report the deficiency to Enterprise immediately.

**Limited cell phone, no texting, and no laptop use**

Use your cell phone only in accordance with California law. Current law requires that you must have a hands-free device to use your cell phone legally while driving. Your department might have a more restrictive policy, for example, a complete prohibition of all cell phone use while driving. Do not text while driving. Do not use a laptop, notebook, or netbook while driving. It is recommended to stow these objects securely before driving.

**✓ Have a valid license**

You must possess and carry a current, valid, unsuspended California driver's license, of the proper class for the vehicle you are driving.

**✓ No smoking**

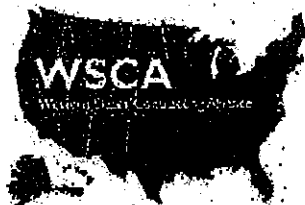
Smoking is prohibited in City vehicles. Violators will be charged a cleaning fee and you may have your City vehicle driving privileges suspended.

**✓ Pay your own parking / traffic / toll / FasTrak citations**

You are responsible for any parking, traffic, idling, toll or FasTrak violations issued on a rental vehicle in your care. You are responsible for payment of fines, towing and related fees. Rental vehicles must pay bridge tolls, unless your occupancy or a decal enables use of commuter lanes waiving toll fees.

**✓ Self-report DMV events**

You are responsible for reporting to your manager any events that affect your DMV driving status/privilege, such as auto accident, and license revocation or suspension.



**WSCA PARTICIPATING ADDENDUM  
Nationwide Vehicle Rental Services  
Enterprise Rent-A-Car and National Car Rental  
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**Authorized Use of a City Vehicle**

Vehicles owned, leased or rented by the City and County and assigned to, or under the jurisdiction of, any department of the City and County, shall be used only in the discharge and transaction of municipal business. (Administrative Code Section 4.11) Volunteers and contractors are not authorized to use City or rental vehicles.

**Towed or Stolen Vehicle**

If you return to the vehicle and it isn't there, it may have been towed or stolen.

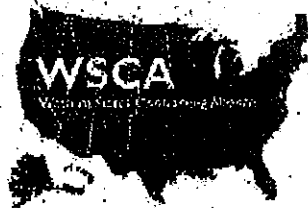
- First, notify your manager to report the vehicle missing; and obtain the license plate number if necessary.
- Then, if needed, call the Police to report a rental vehicle missing; identify the vehicle using the license plate number. If the vehicle has been towed, you are responsible for retrieving it, and you are responsible for paying towing, storage and related fees. Storage fees start after a few hours so it is in your best interest to recover the vehicle quickly. If it has not been towed, the Police will initiate a stolen vehicle report with you. Be sure to notify your manager.



**WSCA PARTICIPATING ADDENDUM**  
**Nationwide Vehicle Rental Services**  
**Enterprise Rent-A-Car and National Car Rental**  
**Oregon Master Price Agreement Number: 9950**  
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**Schedule A**  
**Subsidiaries of Enterprise Holdings, Inc.**

- Enterprise Leasing Company of STL, LLC
- Enterprise Leasing Company of Georgia, LLC
- Enterprise Leasing Company of Florida, LLC
- Enterprise Leasing Company of KS LLC
- EAN Holdings, LLC
- Enterprise Leasing Company of Orlando, LLC
- Enterprise Leasing Company of Indianapolis, LLC
- Enterprise Rent-A-Car Company of Boston, LLC
- Enterprise Leasing Company of Denver, LLC
- Enterprise Leasing Company of Chicago, LLC
- Enterprise RAC Company of Maryland, LLC
- Enterprise Leasing Company of Philadelphia, LLC
- Enterprise RAC Company of Baltimore, LLC
- Enterprise Leasing Company of Minnesota, LLC
- Enterprise Leasing Company of Detroit, LLC
- Enterprise Leasing Co of Norfolk/ Richmond, LLC
- Enterprise Rent-A-Car Co of San Francisco, LLC
- ELRAC, LLC
- SNORAC, LLC
- Enterprise Rent-A-Car Company of Sacramento, LLC
- Enterprise Rent-A-Car Company of Los Angeles, LLC
- Enterprise RAC Company of Cincinnati, LLC
- CLERAC, LLC
- Enterprise Rent-A-Car Company of Pittsburgh, LLC
- Enterprise Rent-A-Car Company of Wisconsin, LLC
- Enterprise Rent-A-Car Company of UT, LLC
- CAMRAC, LLC
- Enterprise Rent-A-Car Company of Rhode Island, LLC
- Enterprise Leasing Company of Phoenix, LLC
- Enterprise Leasing Company- Southeast, LLC
- Enterprise Leasing Company- West, LLC
- Enterprise Leasing Company- South Central, LLC
- Enterprise Rent-A-Car Company of Tennessee, LLC



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**PENRAC, LLC**

**Enterprise Rent-A-Car Company of KY, LLC**

**Enterprise Rent-A-Car Company - Midwest, LLC**

**Enterprise RAC Company of Montana/Wyoming, LLC**

**Vanguard Car Rental USA, LLC**

**PRERAC, Inc.**

**Enterprise Rent-A-Car Canada Limited d/b/a National and Enterprise**

**END OF SCHEDULE A: Subsidiaries of Enterprise Holdings, Inc.**