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- 4) The contract term will be a **two (2) year contract upon signature and approval or from January 1, 2011 through December 31, 2012 for each contract awarded. The State will have the option to extend the contract term, for three (3), additional one (1) year terms.**
- 5) The following definitions will be used for this RFP:
- a) STATE EMPLOYEE - a State employee is an officer or employee of the Executive Branch of California State Government.
  - b) OPTIONAL USERS - Rates will be made available to users traveling on authorized State business when a vehicle is reserved directly with the Contractor(s) or through an authorized travel agent. In addition to the officers and employees of the Executive Branch, the following may, but are not required to, obtain services under these contracts providing they are on authorized State business and/or authorized pursuant to local laws.
    - 1. Non-Salaried: Persons who are on official State business and whose travel expenses are paid by the State (this includes volunteers, members of official task forces, consultants and members of some commissions and boards).
    - 2. 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.
    - 3. State Legislative Branch: Members of the State Senate, Members of the State Assembly, and Legislative staff members.
    - 4. 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.
    - 5. Executive Protection: Persons providing executive protection to anyone authorized to use these contracted rates.
    - 6. Local Agencies: Elected officials and other personnel of local agencies within California, to the extent that the travel is undertaken in accordance with the laws governing those agencies; persons employed by or affiliated with the California League of Cities (CLC), the California State Association of Counties (CSAC), the California State Districts Association (CSDA) or affiliated organizations. Whenever the term "State business" is used in this agreement, it shall be read to include travel undertaken to perform the official business of local agencies, CLC, CSAC, CSDA or the affiliated organizations referred to herein.
    - 7. Kindergarten through Grade Twelve (K-12) Public School Districts: Persons on official business for K-12 educational institutions that are supported with public funds and are authorized by action of and operated under the oversight of a publicly constituted Local or State educational agency.
    - 8. Employees of the California State University System (CSU), University of California System (UC), and California Community Colleges.
  - c) DAILY RATE - the charge per day (24 hours) for the lease of a vehicle.

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- d) WEEKLY RATE - the weekly rate should be for seven continuous days with charges every 24 hours. Therefore, a seven (7) day lease is actually six (6) days of daily rate charges.
  - e) MONTHLY RATE - the charge for the lease of a vehicle for thirty (30) continuous days.
  - f) OVERAGE CHARGES - if overtime charges apply the contractor will charge one-third (1/3) of the daily rate per hour until the maximum daily rate is reached for vehicles leased on a daily basis.
  - g) COUNTER BYPASS - allows government employees to bypass the general public line, and proceed directly to the vendor's express service for a vehicle. This will not be applicable for long term rentals. Counter bypass is required at the 14 locations named in Section A.3.a.
  - h) UPGRADE VEHICLE - any vehicle that is rented at a rate higher than the contracted intermediate size (i.e. full size, luxury, specialty, 4WD vehicle, jeep/sport utility, mini-van, cargo van, and 15 passenger van or box truck).
  - i) ON-AIRPORT LOCATION - office located within the airport terminal, or an area within the airport property so designated specifically for car rental services. Vehicles may be located in a satellite location. Hours of operation for an on-airport location or office shall be consistent with airport operating hours. Hours of operation may not always be 24 hours a day but rather the hours the business is open to the general public.
  - j) OFF-AIRPORT LOCATION - office located outside the airport terminal property or an area so designated specifically for car rental services for the airport. Shuttle services are provided for these locations. Hours of operation for an off-airport location or office shall be consistent with normal business hours (M-F, 8 a.m. - 5 p.m.).
  - k) CITY AND SUBURBAN LOCATIONS - any location that does not meet the definition of on-airport or off-airport shall be referred to as a city or suburban location. These locations participating in the State of California program will comply with the provisions of this RFP with the exception of providing pick up and delivery services to and from airports.
  - l) NORTHERN LOCATIONS - are Map Areas 1, 2, 3 and 4, see web link below for Area location identification.
  - m) CENTRAL LOCATIONS - are Map Areas 5, 6, 9 and 10, see web link below for Area location identification.
  - n) SOUTHERN LOCATIONS - are Map Areas 7, 8, 11 and 12, see web link below for Area location identification.
- See the following web link to view the State of California map that identifies Areas one (1) through twelve (12) within the Northern, Central and Southern Area locations identified above:
- o <http://www.documents.dgs.ca.gov/pd/poliproc/ZoneMapforRentalCar.doc>
- o) HOLDING COMPANY - A type of parent company that exists primarily to exercise control over other firms. The control is exercised through ownership of a majority of the controlled firm's shares. Earnings of the holding company are derived from earnings of the controlled firms, which pay dividends on the shares.

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p) SUBSIDIARY - A company controlled or owned by another company. For example, the ABCD Car Rentals is a wholly owned subsidiary of AB Car Rental Corporation. If a subsidiary is wholly owned, all its stock is held by the parent company.

6) Description of Services:

a) RENTAL OFFICES: Contractor will provide rental offices and/or on-airport counters that are in a permanent structure, well-lighted, clean, properly maintained and clearly defined as the Contractor's area for business. Contractor's personnel shall be professional and courteous at all times. Contractor's personnel receiving telephone requests will quote current rates, verify participating locations and its hours of operation, and advise renters of the location of offices where employees are to pick up and return vehicles. Reservations may be made by using Cliqbook, the State's online booking tool through the current State travel agency, Cal Travel store. Repeated Contractor failure to honor reservations will be grounds for placing individual locations in nonuse status until satisfactory remedial measures are completed. If the size/class car reserved is not available, the Contractor will substitute an upgraded vehicle at the same price or, with renter's consent, a smaller car at the reduced rate. Credit card numbers will not be required to make reservations. A confirmation number and, if requested, the local rental location telephone number will be provided at the time a reservation is made.

**The State of New York is exempt from the base rate.**

b) RENTAL AGREEMENT PROCEDURES: Contractor will provide a rental vehicle for 100% of vehicle requests from State employees and optional users as identified above. In no case should a government employee be turned away. Contractor will validate authorized users as those persons authorized to operate vehicles rented under this agreement, and if properly licensed, include the renter, and without additional charge, the renter's fellow employees, while acting within the scope of their employment duties. Employees or agents of the State who are 21 or older, if otherwise eligible, may rent and operate vehicles under this Agreement when on official State business. Authorization and indication of an employee's official State status will be recognized with reservations made through the online booking tool, cliqbook and through central billing set up for each department.

The vehicle to be rented will be ready for dispatch, to the extent possible, when the renter arrives at the rental location. The renter will be furnished a copy of the Contractor's rental agreement and will not be bound by any stipulation therein which is inconsistent with this RFP.

The Contractor will provide market fuel prices at its published prepaid fuel rate, (listing locations with/without capability, as listed on Attachment 3), for any vehicle returned with less than a full tank of gas, as required. Market fuel will be charged on a gallon by gallon basis, not as a full tank if applicable. (i.e. - 3 gallons used will equal 3 gallon fueled). This rate will not exceed the U.S. and Energy Administration weekly average rate as published at <http://www.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. Prepayment is not required.

The contractor will provide a toll free number for state employees to call, in the event of an accident and/or a repair becomes necessary and a replacement vehicle is required. The Contractor shall be available to provide instructions for this disposition of the disabled vehicle.

The Contractor will not charge additional fees for all one-way domestic rentals.

All fees must be incorporated in to the base rate provided. There will be no late, no show, energy recouping and/or cancellation fees charged to the State of California.

This CCR Contract is intended for official State travel only.

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The Contractor will provide a dedicated representative for the State of California.

At the completion of each service, the Contractor will provide receipt of services that will contain all charges listed, identifying the base rate, fuel and/or any excess charges in addition to the charges for the vehicle. The receipt should also contain the renters name and information provided prior to the rental. Should a credit be issued, the Contractor will provide receipt reflecting correction.

DAMAGE LIABILITY: State employees will not be subject to any fee for loss or collision damage waiver, and in the event of an accident, will not be responsible for loss or damage to the vehicle except as stated in this RFP.

- c) VEHICLE REQUIREMENTS: Rental vehicles will be properly licensed, clean and maintained in a safe operating condition, be no more than two years old, and have no more than 40,000 miles on the odometer. Vehicles should have reasonable accommodation in compliance with the American with Disabilities Act (ADA). Pickup Trucks and 4WD pickup trucks should be at least ½ ton, full – size, two door regular cab with a 6' bed. Minivans must contain at least seven seatbelts to accommodate a driver and six passengers. The Contractor shall provide specialized vehicles with no advance notice with the exception of ADA vehicles.
- d) ULTRA LOW EMISSION VEHICLES: The Contractor shall provide California certified Ultra Low Emission Vehicle (ULEV) or Super Ultra Low Emission Vehicle (SULEV) in one of the following sizes: compact, mid-size or intermediate, at the contract rate. The California Air Resources Board (CARB) 2009 list of certified vehicles may be viewed at: <http://www.arb.ca.gov/msprog/onroad/cert/cert.php>. Additionally, most vehicle designated certifications can be found in the user's manual or on the Vehicle Emission Control Information Label, located in the engine compartment. Should the Contractor be unable to locate a certain vehicle from the CARB 2009 list, the vehicle manufacturer may be contacted to determine if the vehicle is certified ULEV or SULEV.
- e) MAINTENANCE AND REPAIR: All maintenance and repair of the rented vehicles will be the responsibility of the Contractor and must be provided at no additional cost to the State. For long term rentals, the Contractor must provide renters with routine vehicle maintenance schedules and specific instructions for obtaining any required maintenance and repair. Any required maintenance and repair must be performed at or within the general vicinity of the rental location. The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.
- f) LOSS OF OR DAMAGE TO VEHICLE: Notwithstanding the provisions of any Contractor vehicle rental agreement the Contractor hereby assumes and shall bear the entire risk of loss of, or damage to, the rented vehicles (including costs of towing, administrative costs, loss of use, and replacement), from any and every cause whatsoever, obtaining the vehicle through fraud or misrepresentation, including without limitation, casualty, collision, fire, upset, malicious mischief, vandalism, falling objects, overhead damage, glass disappearance, except where the loss or damage is caused by one or more of the following:
1. Willful or wanton misconduct on the part of a driver. Willful or wanton misconduct is conduct which is committed with an intentional or reckless disregard for the safety of others or with an intentional disregard of a duty necessary to the safety of another's property.
  2. Operation of the vehicle by a driver who contributed to the vehicle damage while such person was (and has been adjudged by the courts to have been) under the influence of alcohol (in excess of the legal limits) or any illegal non-prescription drug.

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3. Full compliance with the terms of this Agreement is required of the Contractor and its participating locations. Any material deviation from standard rental car practices, or from the terms of this Agreement, may constitute good cause for an individual rental location to be placed in an immediate nonuse status until such time as the State determines that proper remedial measures have been affected. Serious violations on a system-wide basis may justify disqualification of the Contractor from further State business. If the Contractor is disqualified, this Agreement will be immediately terminated. Use of the vehicle for any intentionally illegal purpose.
  4. Use or permitting the vehicle to carry unauthorized passengers.
  5. Operation of the vehicle in a test race or contest.
  6. Operation of the vehicle by a person other than an authorized driver.
  7. Operation of the vehicle outside the continental United States except where such use is specifically authorized by the rental agreement. Operation across international boundaries unless specifically authorized at the time of rental. (State of California policy requires that the appropriate State agency approve the out-of-country travel, that the Contractor is notified regarding the trip and that the DGS, Office of Risk and Insurance Management (ORIM) approved insurance is obtained for the trip.)
  8. Operation of any vehicle that was not properly designed for that intended use; except for when the Contractor beforehand has agreed to, in writing, that the vehicle was properly designed for such use.
- g) BILLING FOR DAMAGES: When loss or damage is due to an exception stated above, the Contractor will submit its bills directly to the State employee's agency. If the agency denies liability on the basis that the State employee was not operating the vehicle within the scope of employment at the time of the loss, the Contractor may handle the matter directly with the State employee. Claims for damage to a vehicle will not include amounts for loss of use.
- h) AMERICAN WITH DISABILITIES ACT: Contractor will comply with the ADA of 1990, as required by Titles II and III of the ADA (42 U.S.C. 1201 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to:
- 1) Hand controls (left or right) available at all contract locations with twenty-four hours notice.
  - 2) Two door vehicles with bench seats, unless unavailable from the sponsoring vehicle manufacturer used by the contractor.
  - 3) All Contractor facilities will provide a lower counter for use by mobility impaired individuals as required by ADA regulations.
  - 4) Accessible transportation to rental location, i.e., accessible vans from airport to rental location or vehicle delivery.
- i) REPORTING REQUIREMENTS: Reporting Requirements will be different for short term and long term rentals, as listed below. The Contractor will submit data utilizing the sample format provided below or in another format provided by the Contractor. The reports provided to each department, will include the same format and information as provided to the DGS STP.