

RFP DGS OFAM CCR 2011



State of California • Arnold Schwarzenegger, Governor • State and Consumer Services Agency
DEPARTMENT OF GENERAL SERVICES
Office of Fleet and Asset Management
Statewide Travel and Meeting Management Program
707 Third Street – 6th Floor MS600 • West Sacramento, CA 95605 • (916) 376-3988 • Fax (916) 376-3999 •
www.dgs.ca.gov; www.travel.dgs.ca.gov

REQUEST FOR PROPOSAL COMMERCIAL CAR RENTAL Notice to Prospective Bidders RFP DGS OFAM CCR 2011 – Final All Inclusive

December 1, 2010

You are invited to review and respond to this Request for Proposal (RFP), for Commercial Car Rental (CCR), entitled **RFP DGS OFAM CCR 2011**. The Department of General Services (DGS), Procurement Division (PD), on behalf of the Office of Fleet and Asset Management (OFAM), Statewide Travel Program (STP), is seeking vendor(s) to provide short term and long term vehicle rentals. One vendor may be awarded both. In submitting a bid, a bidder must comply with the instructions found herein.

For this RFP, the State of California (State) is requesting quotes for a base rate with \$250,000 insurance, for both short and long term rentals. In addition, a maximum cap rate will be required for airport locations only. The maximum cap rate must include the base rate with all fees identified. The bidder must provide services to the fourteen (14) named airport locations stated in Section A.3, and should be able to provide services to the entire State of California. A listing of locations available in California, Domestic & International must be provided by the bidder. (See Attachment 3)

All agreements entered into with the State will include by reference General Terms and Conditions (GTC) that may be viewed and downloaded at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> and Contractor Certification Clauses (CCC) that may be viewed and downloaded at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. If the bidder does not have Internet access, a hard copy can be provided by the Contract Administrator listed below.

This RFP and the STP program are not affiliated with Western States Contracting Alliance (WSCA). This RFP once awarded will result in a Master Service Agreement (MSA) for Commercial Car Rental services throughout the State, for State agencies and optional users.

Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of bids cannot be overemphasized. Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum. In the opinion of DGS, this RFP is complete and without need of explanation. All questions and submission of proposal must be directed to the RFP Contract Administrator listed below:

Dion Campos
Senior EDP Acquisition Specialist
DGS/Procurement Division
707 3rd Street, MS2-202
West Sacramento, CA 95605
(916) 375-4448
Dion.campos@dgs.ca.gov

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A. Purpose and Description of Services

- 1) The purpose of this Request for Proposal (RFP) is to solicit bids from qualified CCR contractors that will result in the establishment of a Master Services Agreement (MSA) with the State of California (State). The MSA shall be used by employees of the State and optional users who travel on official State business. It is the intent of the DGS, PD, on behalf of the OFAM, STP to procure vendor(s) to provide short term and long term vehicle rentals to provide accountability and transparency with State travel expenditures while ensuring the **Best Value** for the State through competitive bidding. The contract further enables OFAM to gather mandated statistical data pursuant to Public Resources Code Section 25722 et seq., which mandates the reporting for all vehicles that are purchased or leased on or behalf of, or by, state offices, agencies and departments. In determining Best Value, the State will evaluate each proposal based on cost, number of locations and services provided.
- 2) Please note that this RFP is seeking proposals for the STP. The CCR contracts for short and long term will be the only car rental contracts issued for the State. This MSA is designed to meet the needs of the State, local government agencies and any other governmental body empowered to spend public funds pursuant to California Public Contract Code (PCC) Sections 10298 and 10299.
- 3) Usage of the resulting car rental contract(s) will be mandated for all State employees traveling on State business. The State does not guarantee the amount of services that may be requested; however the following historical information is provided for bidder's review:
 - a) In 2009, there were approximately 84,253 car rentals under the State's contract at the following airport and non-airport locations for short term rentals. **The approximate spend for these rentals was \$9,000,513.98.**

Short Term Rental Data

Location Number	Location	Number of Rentals
1	Sacramento (SMF)	12,336
2	Burbank (BUR)	9,181
3	Ontario (ONT)	8,022
4	San Diego (SAN)	5,699
5	Los Angeles (LAX)	4,613
6	Orange County (SNA)	4,461
7	Oakland (OAK)	1,080
8	San Francisco (SFO)	689
9	San Jose (SJC)	618
10	Fresno (FAT)	339
11	Santa Barbara (SBA)	253
12	Long Beach (LGB)	221
13	San Luis Obispo (SLO)	206
14	Palm Springs (PSP)	137
Out-of-State airports & non-airport locations		32,698

- b) In 2009 there were approximately 2,158 car rentals under the State's contract at various locations for long term rentals. **The approximate spend for these rentals was \$1,240,900.56.**

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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.

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Data may be submitted by email. Upon review of data, the State may request additional detailed transaction reports for further inquiry.

1. REPORTS for SHORT TERM RENTALS - The Contractor will provide one electronic report (See Sample Below) to the DGS/OFAM/STP by the 45th day after the preceding month that includes all rental locations to:

Statewide Travel Program Administrator
 DGS- Statewide Travel Program
 707 3rd Street, MS 600 6th Floor
 West Sacramento, California 95605

Short Term Rental Report							
Agency Name	Number of Accidents	Number of Rental Days	Vehicle Type	Base Rate Charges	Refueling Charges	Other Charges (i.e.- airport surcharges, overtime charges, etc.)	Total Number of Vehicle Rentals.

2. REPORTS FOR LONG TERM RENTALS - The Contractor will provide one electronic report (See Sample Below) to the DGS/OFAM/STP by the 45th day after the preceding month that includes all rental locations. This report shall contain the following data by each State Department using the departmental name:

- Check out and Check in date (separate column);
- Beginning and ending odometer reading for each vehicle;
- Number of rental days for each vehicle;
- Each vehicle rented including make, model, year, VIN, and license plate;
- Rental revenue by each vehicle (broken out by base rate, other charges, and refueling charges);
- Total charges for all departments for all vehicles (including base rate, other charges, and refueling charges);
- Total number of days for all vehicles rented by a single department
- Average of the total miles/kilometers driven per month for each vehicle.

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LONG TERM SAMPLE – MONTHLY ACTIVITY REPORT

Contractor Contact: _____

Calendar Month/Year: _____

Phone Number: _____

Total CCR's: _____

Rental Dates (check-in check out)	Beg – End Odometer Reading	Number of Rental Days	Vehicle Type	Make	Model	Year	License Plate	VIN #	Base Rate Charges	Refueling Charges	Other Charges, (i.e. - airport surcharges, overtime charges, etc.)	Miles/Kilometers Driven per Rental	Total Charges for Dept.
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The Contractor will submit this report in a “Comma Separated Values” file format; the State will work with the resulting Contractor(s) to establish a format. If a “comma separated values” file format cannot be produced, the State will work with the resulting Contractor(s) to find other suitable electronic format options such as: Data File Format (DAT) – Either delimited or fixed width.

File Transfer Protocol (FTP) – If the Contractor supports FTP the Contractor would need to set up an FTP account for the DGS and provide a download schedule. Data may be submitted by either a CD-disk or by e-mail. The State may request additional detailed transaction reports as needed.

3. The Contractor will provide the monthly reconciliation report which must be sent to each department for the billing. The report provided to each department, will include the same format and information as provided to the DGS STP.
 4. QUARTERLY REVIEW: The Contractor will meet quarterly with OFAM/STP to review services, data reports, and projected revenue in the month succeeding the quarter in review. A quarterly meeting schedule will be established once contract is awarded.
 5. OTHER FORMS OF PAYMENT: NO OTHER FORM OF PAYMENT WILL BE AUTHORIZED FOR THESE STATE CONTRACTED RATES FOR STATE EMPLOYEES. If the Contractor provides contracted rates under another form of payment for optional users (see Section A.5.b. “optional users” - definition), the Contractor will be required to include this data in all reports requested, for the term of the contract, and include this volume in the revenue share provided to STP.
- j) MARKETING AND PROMOTIONAL ADS: All marketing and promotional ads regarding this contract must receive written approval by the STP Administrator, prior to distribution.
- k) REVENUE SHARE: The DGS STP operates as cash funded entity within State Government and, as a result, must pay for its entire costs from revenues generated by its activity. Therefore the State is requiring a revenue share from its car rental suppliers. The Contractor must provide a revenue share check at the end of each quarter, on the scheduled quarterly meeting date, succeeding the quarter in review of 2.0% of total base charges to the DGS/OFAM/STP contract administrator. “Base charges” are defined as total charges less refunds, any transaction related taxes, any other governmental fees and/or passenger facility charges.

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If the contractor provides a higher revenue share other than the required 2% and with out increasing its base rate bid, points will be calculated based on the increase amount specified.

The STP will rely on reports received from the contractor to determine total revenue-total sales less refunds. A detailed report supporting the total revenue will be provided to the STP during each quarterly review meeting. This report should provide details of the base rate totals, refunds applied, and other charges to clearly indicate how the revenue was determined.

NOTE: No Productivity Levels or Minimum Requirements Accepted: The STP will deem Contractor offers with revenue shares keyed to or requiring productivity levels or targets or specific dollar amounts of State spending as ineligible for award.

- l) DIRECT CONNECT OPTION (DCO): If the Contractor has the ability for a direct-connect through Concur/Cliqbook, the software used by the current State travel agency, it may be provided to reduce costs and enhance incentive to the DGS. If this option is available the Contractor will need to provide information and processes that would be available through this connection to bypass the GDS. DCO Cost savings - 50% of the DCO savings provided to the contractor will be issued back to the STP and be included with the Revenue Share check as provided. That DCO savings amount will be determined once the MSA is awarded; each contractor shall notify the State Program Administrator of the savings and when it intends on starting the new DCO process. Process shall commence once the Contractor notifies the State that the DCO connection process is in place.
- m) AIRPORTS: Should volume increase in locations other than 14 airports listed in Section A.3.a, the Contractor will work with the Statewide Travel Program to insure services are provided.

B. Bidder Minimum Qualifications

- 1) Bidder must be authorized or in active status to do business in California. If the Bidder is a sole proprietorship, or partnership, or corporation the Bidder shall submit a copy of its current active status with the California Secretary of State (SOS) Business Certification program. The document shall be named Attachment 6 and submitted within Envelope No.1 of the Bidder's proposal package.
- 2) Each Bidder must maintain a participating location in the following airport locations: Los Angeles, Sacramento, Burbank, Ontario, San Diego, Orange County, Oakland, San Jose, San Francisco, Fresno, San Luis Obispo, Long Beach, Palm Springs, Santa Barbara and other non-airport locations throughout the State. Bidder shall provide the required information and submit Attachment 3, within Envelope No.1 of Bidder's proposal package.
- 3) Each Bidder must submit a copy of its Certificate of Insurance (COI) with coverage's as required for this RFP. The COI shall be named Attachment 5 and be submitted within Envelope No.1 of Bidder's proposal package. The Bidder will provide a COI that includes the conditions of the contract award. The Certificate Holder shall be listed as:

:

The State of California
Department of General Services, Procurement Division
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Attn: Dion Campos

Condition of Contract Award: Upon award of contract, the successful bidder(s) must provide a Certificate of Insurance as indicated above that also includes the following statements:

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- The coverage will not be cancelled without thirty (30) days written notice to the certificate holder; and
- The State of California, its officers, agents, and employees are additionally insured only insofar as this contract is concerned.

NOTE: Proposals that do not meet minimum requirements will not be scored.

- 4) Bidder CCR cost and services must be provided and adhered to at the Holding Company and multiple Subsidiary Corporate locations. Bidder shall provide the Names, City and State locations of its Subsidiaries as required on Attachment 3. See the following short definitions and view the full definitions in Section A.5.o. and p.

Holding Company - is a type of parent company that exists primarily to exercise control over other firms.

Subsidiary - is defined as a company controlled or owned by another company.

C. Bid Requirements and Information

1) Key Action Dates

Listed below are the important action dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished by addendum to this RFP. **ALL DATES AFTER THE FINAL PROPOSAL SUBMISSION DEADLINE ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATE, WITHOUT ADDENDUM TO THIS RFP.**

ACTION	DATE/TIME
1. Release of RFP	11/04/2010
2. Last day to submit final questions for clarification of RFP prior to submittal of Draft Proposals	11/10/2010
3. Release of Question and Answer set	11/16/2010
4. Last day to request a change in the requirements of the RFP*	11/18/2010
5. Submission of Draft Proposals	11/22/2010
6. Confidential Discussions with Individual Bidders **	12/2/2010
7. Submission of Final Proposals ***	12/06/2010
8. Public Cost Opening	12//09/2010
9. Notification of Intent to Award	1/10/2011
10. Last day to Protest the Award	1/14/2011
11. Contract Award and Execution	2/1/2011

Additional action dates may be inserted as desired.

* Or five (5) days following the last Addendum, which may change the requirements of the RFP.

** This key action date is an optional step in the RFP process.

*** Bidders: review bid submission checklist prior to submitting final proposal

Dates following the submission of final proposal may change without addenda

2) Submission of Bid

Bidding Steps - The procurement process to be used in this acquisition is structured to permit the State and Bidders to address issues thoroughly and confirm understanding of the requirements of the State prior to submission of proposals. The procurement process used in this acquisition is composed of two

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phases. The first phase is the Bidder's Draft Proposal. The second phase is the Bidder's Final Proposal. See Section C.1.Key Action Dates for submission times. During proposal development, Bidders will be given an opportunity to request changes to the requirements. Such changes will be made at the sole option of the State. If the State determines that any requested change is in the best interest of the State, all Bidders will be notified of the change without revealing the identity of the Bidder that requested the change.

Note: The Final Proposal is a mandatory step for all Bidders. All Bidders are strongly encouraged to submit a Draft Proposal and follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Proposal.

3) Submission of Draft Proposals

The purpose of the Draft Proposal is to provide the State with an "almost final" proposal in order to identify any faulty administrative/technical aspect of the proposal which, if not corrected, could cause the Final Proposal to be rejected. The Draft Proposal must be complete in every respect as required by the RFP. Bidders shall provide all required Attachments and Exhibits completely filled out. **During the Draft phase process bidder(s) are not to submit any Cost tables or associated information that may contain cost. Submission of any Cost or information containing Cost may be grounds for rejection of Final proposal.**

REVIEW OF DRAFT PROPOSALS BY THE STATE WILL INCLUDE FEEDBACK TO THE BIDDERS THAT IDENTIFIES DEFECTS, DISCREPANCIES, ABNORMALITIES, ETC., IN THE DRAFT PROPOSAL SUBMITTALS. The State will notify the Bidder of defects it has detected in the Draft Proposal, or of the fact that it did not detect any such defects. Such notification is intended to minimize the risk that the Final Proposal will be deemed defective; however, **THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL PROPOSAL IF SUCH DEFECTS ARE LATER FOUND.**

If the State finds it necessary, the State may call for revised Draft Proposal submittals, or portions thereof. The Bidder will be notified of defects discovered in these submittals as well. Again, **THE STATE WILL NOT PROVIDE ANY WARRANTY THAT ALL DEFECTS HAVE BEEN DETECTED AND THAT SUCH NOTIFICATION WILL NOT PRECLUDE REJECTION OF THE FINAL PROPOSAL IF SUCH DEFECTS ARE LATER FOUND.**

4) Submission of Final Proposals

a) Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and completeness and clarity of content.

b) Bidder's Cost

Costs for developing proposals or attending Bidder conferences are entirely the responsibilities of the Bidder and shall not be chargeable to the State.

c) Completion of Proposals

Proposals must be complete in all respects as described in the requirements established within the RFP. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all items required in the RFP.

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d) False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

e) All bids submittals must include the documents identified on the Required Attachment Checklist (Attachment 1). Bids not including all required attachments shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements which is grounds for rejection.

f) Final Phase Proposal Submittal

The second phase process is called the Final phase proposal, which requires bidder(s) to submit all required Administrative/Technical Attachments and Exhibits in a sealed named Envelope No. 1; and in a separately sealed named Envelope No.2, insert all Cost tables and associated Costs that are required for RFP submission. For both phases of this procurement process the envelopes/cartons shall be mailed /delivered to the DGS, Procurement Division by dates and times shown in B.1.Key Action Dates. Each Envelope must be numbered appropriately. The sealed packages must be plainly marked with the RFP number and title, must show the firm name and address, and must be marked with "DO NOT OPEN", marked as shown in the following example and mailed/delivered to:

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Commercial Car Rental
Attention Dion Campos
DGS/Procurement Division
707 Third Street, 2nd Floor, MS 2-146
West Sacramento, CA 95605-2811
DO NOT OPEN

Bidder shall submit a minimum of three (3) sets of copies for all Administrative/Technical Attachments and Exhibits in the sealed Envelope No.1 for its Draft phase and Final phase.

One (1) set of copies should be titled as being the Master copy and the remaining two (2) as additional copies. Bidder shall also provide a CD ROM with the appropriate Administrative and Technical Attachments and Exhibits in searchable text format (e.g., Word, searchable PDF). Each copy shall be titled and unbound including the additional copies. **Cost Tables and associated other Costs information copies shall only be submitted during the Final phase proposal in a named Envelope No.2 package.**

Bids not submitted under sealed cover may be rejected.

5) Rejection of Proposals

Deviations, whether or not intentional, may cause a proposal to be non-responsive and not considered for award. The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded a contract. **FINAL PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED IN SECTION C.I. KEY ACTION DATES OR NOT SEALED, WILL BE REJECTED.**

6) Errors in the Final Proposal

a) If the Bidder's intent as determined by the State is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct obvious clerical errors and errors based on that established intent.

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- b) The State may at its sole option correct discrepancy/errors on the basis that if intent is not clearly established by the complete Final Proposal submittal, the Master Copy shall have priority over additional copies.
- c) A bidder may modify a bid after submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- d) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- e) The Dept. of General Services (DGS) may modify the RFP prior to the fixed date for submission of bids by posting an Addendum on www.bidsync.com.
- f) The DGS reserves the right to reject any/all bids. The DGS is not required to award an agreement.
- g) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- h) No oral understanding or agreement shall be binding on either party.
- i) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- j) An individual who is authorized to bind the bidding firm contractually shall sign the Attachment 9. The signature must indicate the title or position that the individual holds in the firm. An unsigned Attachment 9 may be rejected.
- k) Bidders may choose to submit proposals for short-term and/or long-term CCR as provided in Exhibit F and Exhibit G. The State intends to choose a supplier for short-term and/or long-term vehicle rentals, according to the evaluation criteria stated in this RFP. One bidder can be awarded each contract.

7) Evaluation and Selection

- a) Bid Submission Deadline – Bid packages will be marked by the State with the time and date at time of receipt. No bid documents of any sort will be accepted after the deadline to submit bids.
- b) During the Final Proposal evaluation, Phase 1, Envelope No.1 shall be opened to verify and evaluate if the bidder provided and completed each Administrative/Technical Attachment and Exhibit required for this RFP to determine if the bidder is a responsive /responsible bidder. If any of the required documents are missing, the bid may be rejected as non-responsive.
- c) Bid Cost Opening – Bidders that are deemed responsive/responsible for meeting the Administrative and Technical requirements shall proceed to having its Cost Tables opened and reviewed.
- d) Evaluation Committee – The State will appoint State employees as necessary to form an evaluation committee to verify and evaluate the bid proposals.
- e) Bid Evaluation – Proposals deemed responsive will be awarded points based on the lowest to highest rates and cost information submitted by the Bidder on Exhibits F & G. The State intends to choose one vendor for short and/or long term CCR services statewide based on the lowest cost

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converted into points and desirable points as outlined in the Exhibits F & Exhibit G and the RFP that are determined to be of **Best Value** to the State.

- f) **SHORT TERM AND LONG TERM SCORING AND POINT ALLOCATION** - To determine awards, the bidders must have first met all Administrative/Technical requirements of the RFP. Compliant bidders will have their cost packets opened and then evaluated by the State for completion of all requested cost information. The State will evaluate Exhibit F and G separately. The State will make one award for Short term CCR and one award for Long term CCR statewide services.

The State will convert the Bidder's costs stated for each Vehicle Class Type (VCT) into points for Exhibit F and Exhibit G Cost tables. The lowest stated cost per each VCT shall receive the maximum points stated in the Short and/or Long Term CCR Point Tables below. The higher cost totals will receive a percentage of points based on a sliding scale when compared to the lowest costs.

Each Exhibit lists seven (7) VCT that require bidders to provide three types of costs per VCT; Exhibit F - Short Term CCR, lists Daily, Weekly and Daily Max Cap for each VCT and Exhibit G - Long Term CCR lists Daily, Weekly and Monthly for each VCT. For evaluation purposes all three listed costs for each VCT in Exhibit shall be added together for a subtotal cost for each VCT, with the lowest VCT subtotal cost receiving the maximum points available for that VCT. The State will calculate all subtotaled converted points together to determine an award to the highest points earned for each Exhibit. See the sliding Scale calculation example and cost table evaluation method below to determine the cost to point conversion.

Sliding Scale Calculation Example:

- o Low Bidder for VCT-Compact Car (CC) submitted three cost are added together; Daily (\$10.00), Weekly (\$65.00) and Daily Max Cap (\$17.25) = \$92.25 VCT-CC subtotal cost received the maximum points (450 pts)
- o Proceed to combine the second lowest Bidders VCT-CC cost by adding all three types of cost together to subtotal \$94.25 VCT-CC. Proceed to subtotal all VCT per Exhibit.
- o Now take the lowest subtotal cost \$92.25 divide it by Bidder 2 with the second lowest cost \$94.25 times 450 points = 441 points
- o Now take the lowest subtotal cost \$92.25 divide it by Bidder 3 with the third Lowest cost \$94.55 times 450 points = 439 points

VEHICLE CLASS TYPE	DAILY	WEEKLY	Maximum Subtotal Converted		Points
			Daily Cap	Cost	
Bidders 1. Compact **: Ford Focus, Toyota Yaris	\$10	\$65	\$17.25	\$92.25	450
Bidders 2. Compact **: Ford Focus, Toyota Yaris	\$10.25	\$66	\$18	\$94.25	441
Bidders 3. Compact **: Ford Focus, Toyota Yaris	\$10.30	\$66.25	\$18	\$94.55	439

The State will proceed to add the Exhibit points and the earned Desirable points together to determine awards for each Short Term and/or Long Term CCR services provider.

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SHORT TERM CCR POINT TABLE

Vehicle Class	1600 Points Available
Compact	450
Intermediate	350
Full-Size	250
Mini Van	200
Alternate Fuel	150
SUV 4 x 4	100
Pick Up Truck	100

LONG TERM CCR POINT TABLE

Vehicle Class	1600 Points Available
Pick up Truck	400
SUV 4x4	350
Compact	300
Intermediate	250
Full-Size	150
Alternate Fuel	100
Mini Van	50

- g) The following two tables provide the desirable points that are available for each bidder that meets the required locations thresholds. To determine awards the State shall add the earned desirable points to each Exhibit F and/or Exhibit G grand total of points as applicable for each Exhibit award. The categories listed below shall be used to calculate each bidder's Desirable points with the corresponding information provided on Attachment 3.

Market fuel rate provided without pre-pay on the returned vehicles (250 Points Possible)

Market Fuel Rate Provided	Points
Available at all top 14 California airports	200
Available at 50% of top 14 California airports	100
Bonus- Providing market fuel at all contractor US locations	50

Location Points scored as follows (50 Points Possible)

Number of Locations	Northern California	Central California	Southern California	Domestic Locations	International
Most	10	10	10	10	10
2nd	5	5	5	5	5
3rd	5	5	5	5	5
4th	5	5	5	5	5

- h) Revenue share points are scored on Exhibit F and G as follows. Points are provided based on 2.5% and higher. Two (2) percent will be required by the contractor with out being scored. (170 Points Possible) with 5 points assigned per percentage (i.e 2.1 =50 points, 2.2 = 55 points etc)

Revenue Share % Amount	Points
2.1-2.5%	50-70
2.6-3.0%	100-120
3.1-3.5%	150-170

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- i) Evaluation Questions – During the evaluation and selection process, the Bidder will make available a representative for the purpose of answering specific questions, orally or in writing at the State's request.
- j) **The State's determination of a bid being responsive and responsible shall be final.**

8) Award and Protest

- a) Award of Contracts – Award of Contracts – The contract(s) shall be awarded to the bidder whose proposal is given the highest score by the State Evaluation Committee. In the event two (2) or more proposals are awarded the equal number of points, the proposal with the greatest number of locations Statewide for either Short and/or Long CCR services will be awarded the contract. Immaterial deviations may be waived by the State, providing the award of the contract is in the best interest of the State.
- b) Notice of Intent to Award – Written notification of the State's intent to award will be posted in the DGS Procurement Division's reception area, 707 Third Street, West Sacramento, CA 95605.
- c) Bid Protest - If any bidder, prior to the award of agreement, files a protest with the DGS on the grounds that the Bidder is a responsible bidder that provided the lowest cost; then the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter.

Within five (5) days after filing the initial protest, the protesting bidder shall file with the DGS a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. It is suggested that the protest be submitted by certified or registered mail.

- d) Termination or Cancellation – The State reserves the right to terminate for any reason at the State's sole discretion any contract or contracts awarded pursuant to this RFP upon thirty (30) days written notice.
- e) News Releases – News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the DGS Contact Person.
- f) Immaterial Deviations in Proposal – The State may waive any immaterial deviation in a proposal. The State's waiver shall in no way modify the RFP documents or excuse the Bidder from full compliance with the requirements stated in the RFP.

9) Disposition of Bids

- a) All documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Pursuant to PCC10344, all proposals and all evaluation and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the DGS.

10) Standard Conditions of Service

- a) The successful bidder(s) agrees to execute the contract on the STD 213, Standard Agreement with Exhibits and Attachments which cannot be considered binding until approved by the DGS.

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- b) Service shall begin upon signature and approval by DGS or January 1, 2011, whichever is later. Should the successful bidder(s) fail to commence work at the agreed upon time, the State, upon five (5) days written notice to the successful bidder(s), reserves the right to terminate the agreement. In addition, the successful bidder(s) shall be liable to the State for the difference between the successful bid's price and the actual cost of performing work by the subsequent bidder identified to replace the contractor.
- c) All performance under the agreement shall be completed on or before the termination date of the agreement.
- d) The successful bidder(s) will provide all necessary CCR automotive required services.
- e) No oral understanding or agreement shall be binding on either party.

D) Preference Programs

1) Small Business Preference:

Bidder(s) requesting the SB/MB preference shall download the information at <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> . Once the required information is completed, the documents shall be name Attachment 4 and submitted within Envelope No.1 of the Bidder's proposal package.

2) **TARGET AREA CONTRACT PREFERENCE ACT (TACPA) / ENTERPRISE ZONE ACT (EZA) & LOCAL AGENCY MILITARY BASE RECOVERY PREFERENCE REQUEST (LAMBRA)**

Bidder(s) requesting TACPA, EZA, or LAMBRA preferences may download the preference package(s), at the websites below. Once the required information is completed, the documents shall be named Attachment 8 and submitted within Envelope No.1 of the Bidder's proposal package. Contractor(s) are encouraged to review the package carefully to ensure that their submittals conform to the programs' preference requirements. See <http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx> .

- See Target Area Contract Preference Act (TACPA) forms at: <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>
- See Enterprise Zone Act (EZA) forms at: <http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>
- See Local Agency Military Base Recovery Act (LAMBRA) forms at: <http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

NOTE: Contracts awarded from this established MSA that apply preferences will be monitored throughout the life of the Contract for compliance to statutory, regulatory and contractual requirements. The State will take appropriate corrective action to apply sanctions as necessary to enforce performance programs.

3) Disabled Veteran Business Enterprise Program (DVBE) - has been waived in its entirety.

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BIDDERS CHECKLIST

ATTACHMENT 1

The State makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. Checking off the items on the checklist does not establish a firm's intent nor does it constitute responsiveness to the requirement(s). This checklist is only a tool to assist participating bidders in compiling their final bid response. For the bid to be responsive, those Attachments named as Mandatory "NO" are not required, but those Attachments named Mandatory "YES" will be evaluated on a PASS OR FAIL basis. This checklist may be returned with the bid package.

<u>ITEMS</u>	<u>Mandatory</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	NO Bidders Checklist
_____	Attachment 2	YES Darfur Contracting Certification Act
_____	Attachment 3	YES Participating Locations
_____	Attachment 4	YES Small Business Preference (See Website – Bidder Provided)
_____	Attachment 5	YES Certificate of Insurance (Liability/Workers Comp – Bidder Provided)
_____	Attachment 6	YES Secretary of State Certificate (See Website – Bidder Provided)
_____	Attachment 7	YES Company Representatives
_____	Attachment 8	YES TACPA LAMBRA EZA Pref. (See Website – Bidder Provided)
_____	Attachment 9	YES Bid/Bidder Certification Sheet
_____	Exhibit A	YES Statement of Work
_____	Exhibit B	YES Rate and Payment Provisions
_____	Exhibit C	YES General Terms and Conditions (See Website)
_____	Exhibit D	YES Contractor Certification Clauses (See Website – Bidder Provided)
_____	Exhibit E	YES Standard 213 Sample
_____	Exhibit F	YES Base Rate with \$250,000 Insurance for Short Term
_____	Exhibit G	YES Base Rate with \$250,000 Insurance for Long Term

DARFUR CONTRACT CERTIFICATION ACT

ATTACHMENT 2

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal. Bidder shall complete and submit Attachment 2, within the sealed Envelope No.1 of the Bidder's proposal package.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>Initials of Submitter</i>		
<i>Printed Name and Title of Person Initialing</i>		

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PARTICIPATING LOCATIONS

ATTACHMENT 3

Bidder shall list all of their participating CCR locations in California, Domestic & International area's. Bidder shall use the sample locations table below to provide the following list of their California, Domestic, & International locations. **At a minimum** each bidder must maintain the participating 14 locations named in Section A.3.a. All other airport locations must be clearly identified here in Attachment 3. Bidder shall complete this attachment as required and submit it as Attachment 3, separating California, Domestic, & International locations on a CDROM within the sealed Envelope No.1 of the Bidder's proposal package.

Holding Company and/or Subsidiary by * Name City and State	Location Description			Service Hours	Counter By-Pass Available (Yes or No)	Market Fuel Rate provided without pre-paying on returned vehicles (Yes or No)
	On Airport	Off Airport	City and/or Suburban			
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Bidders shall COPY this Sample Attachment page to submit additional location pages as required.

*** If you are a multiple Subsidiary Corporation; provide the name and location of each individual Subsidiary.**

Reservation and Toll Free Number and Quality Control Representative(s)

Bidder shall provide the required information and submit Attachment 7, within Envelope No.1 of the Bidder's proposal package.

- 1 The toll free telephone number for reservations is:

2. The Name, Address and Telephone/FAX number of the Company representative(s):

Billing Inquiries	
Name	
Title	
Address	
Telephone	
Fax	
Email	

Customer Complaints	
Name	
Title	
Address	
Telephone	
Fax	
Email	

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BID/BIDDER CERTIFICATION SHEET

ATTACHMENT 9

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. This Attachment must be submitted in the sealed Envelope No.1 of the Bidder's proposal package.

- A. The Bid/Bidder Certification Sheet must be received to validate: Exhibit F and Exhibit G Cost Tables including all required Administrative and Technical Attachments.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Bidder's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and DVBE services.(OSDS) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending:		

The DGS PD, on behalf of the OFAM STP is procuring services for rental vehicles used by employees of the State and all optional users who travel on official State business, in a continued effort to provide consistency, accountability and transparency with State travel expenditures.

The State and _____ (hereinafter referred to as the "Contractor"), hereby agree that the Contractor will provide the State with rental car services in accordance with the terms and conditions of this agreement.

The Contractor agrees that the terms and conditions set forth herein take precedence over any contrary policies and provisions of any Contractor rental document that the State of California employee signs when renting a vehicle. Representations by, and obligations of, the Contractor, hereunder are also representations by, and obligations of, Contractor's participation franchisees and subcontractors.

1. AGREEMENT

- A. The Contractor agrees to provide the State employees short term/long term vehicle CCR and services for official State business.
- B. Participating Locations, hours of operation and by-pass availability are identified in Attachment 3. The minimum hours of operation within the scope of this contract shall be consistent with airport hours at those locations and consistent with business hours at all other locations.
- C. This Agreement cannot be considered binding on either party until approved by DGS/PD.
- D. The rates specified in Exhibit F and Exhibit G will stay in effect for the initial 2 year contract term; however, contractor may request a price increase for contract extensions in accordance with the following procedure:

The State may authorize price increases should the State decide to extend the contracts. The price increase shall in no case exceed the Consumer Price Index (CPI) for the previous calendar year. A written request for the cost increases must be submitted to the DGS/PD Administration at least ninety (90) days prior to the effective date. The Contractor shall include in the written request full justification for the price increase. The CPI will be calculated according to the Consumer Annual Average for California which Contractor may find via the State of California, Department of Finance, Economic Research Section, Sacramento, California, telephone number (916) 322-2263.

2. TERMS

- A. The initial term agreement will be for two (2) years January 1, 2011 through December 31, 2012. The State reserves the right to extend the contract term for three (3) one-year terms at the base rates including CPI adjustment if applicable. The State shall endeavor to give notice of its intention to extend the contract term at least one hundred and twenty (120) days before expiration of the current term.

3. PERFORMANCE

- A. Performance shall start not later than five (5) business days, or on the express date set by the DGS and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the DGS, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between its contracted bid price and the actual cost of performing the work by another contractor.

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- B. Contractor will identify the name, business address and portion of work to be completed of each subcontractor who performs work to this contract.
- C. All performance under the agreement shall be completed on or before the termination date of the agreement.
- D. The contractor will provide a 100% of the vehicle requests and perform per contractual agreement. In no case should a government employee utilizing this contract be turned away. The State will periodically review reports to determine if the vendor is in compliance. The STP Administrator and Statewide Travel Manager will direct matters of serious concern to the Contractor's appropriate headquarters personnel.
- E. Full compliance with the terms of this Agreement is required of the Contractor and its participating locations. Any material deviation from standard rental car practices, or from the terms of this Agreement, may constitute good cause for an individual rental location to be placed in an immediate nonuse status until such time as the State of California determines that proper remedial measures have been taken (or implemented if that's preferred). Serious violations on a system-wide basis may justify disqualification of the Contractor from further State of California business. If the Contractor is disqualified, this Agreement will be immediately terminated.
- F. In the event that the Contractor is determined to be non-compliant by the State, the State will have the option to add or change vendors without a bid process and award based on the bids submitted through the RFP.

4. **SERVICE**

- A. The Contractor will provide all necessary automotive and required services under this contract.
- B. At the completion of each service, the Contractor will provide Receipt of services that will contain all charges listed, identifying the base rate, fuel and/or any excess charges in addition to the charges for the vehicle, The receipt should also contain the renter's name and information provided prior to the rental. Should a credit be issued, the Contractor will provide receipt reflecting correction.
- C. The State does not guarantee the amount of work or services that may be requested from the Contractor.

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5. PROGRAM REPRESENTATIVES

- A. The following STP Program Representatives shall be contacted and utilized for all daily occurrences once the DGS/PD has established an MSA for CCR services.

Contractor's Billing Inquiries:
TBD

Contractor's Customer Complaints:
TBD

State Travel Program Specialist
Bahia Abdallah
707 3rd Street, MS 600 6th floor
West Sacramento, CA 95605
PH: 916-376-3990
FAX: 916-376-3999
Email: bahia.abdallah@dgs.ca.gov

Contractor's Contract Administrator
TBD

- B. During the term of the contract direct all contract inquiries to:

OFAM Contract Analyst
Melanie Zbur
1700 National Drive
Sacramento, CA 95834
PH: 916 -928-2780
FAX: 916-928-9895 attn: Melanie Zbur
Email: Melanie.Zbur@dgs.ca.gov

Contractor's Contract Analyst
TBD

RATE AND PAYMENT PROVISIONS**EXHIBIT B**

- A. RATES** – Rates will include unlimited mileage provided the car is returned to the renting location or other drop point authorized by the Contractor at the time of pick up. Rates quoted will not be subject to blackout dates, and do not require advance reservations or a minimum rental period. If the Contractor provides a vehicle not included in Exhibit F and G the terms and conditions of this Agreement will nevertheless apply.

Short Term Rates

1. The daily, weekly, and maximum cap rates, (as applicable), set forth in Exhibit F.
2. The renter must return the vehicle with the same level of fuel that the vehicle had when it was picked up, or the company may charge market fuel prices, for vehicle refueling without requiring pre-payment.
3. Maximum Cap Rates (MCR) offered includes the base rate, all fee's, all charges, in addition to airport access fees, vehicle license fees and, State, City and County or local surcharges that apply to the CCR industry as a whole and identified by airport. Sales tax and refueling charges will not be included in the rate. MCR should be provided at the top 14 airports stated in Section A.3.a., based on the volume data provided in this RFP and will be evaluated based on availability provided by the contractor.

MCR – includes the base rate and all fees listed below:

- Vehicle Licensing Recovery Fee
- Concession Recoup Fee
- Tourism Fee
- Transportation Fee
- Other Fees where applicable*

* Other fees that are applicable are to be noted and attached to the bid sheet. (See Exhibit F & G)

* Other fees and surcharges are to be included in the MCR provided. (See Exhibit F & G)

Long Term Rates

1. For the Long-term (thirty days or more) daily, weekly and monthly base rates shall apply so long as the rental period is at least 30 days, and after the initial 30 days, the rental vehicle will incur charges based on the daily, weekly, or monthly rates provided on Exhibit G. After which, the vehicle may be returned without penalty.
2. Long Term rentals, the renter must return the vehicle with the same level of fuel that the vehicle had when it was picked up, or the company may charge market fuel prices, for vehicle refueling without requiring pre-payment.

Global Distribution System

Submitted rates will be entered into the Global Distribution System (GDS) by the Contractor and be designated as the **CALIFORNIA STATE CONTRACT RATE**. The State of California will publish rates described in Exhibits F and G (to the extent possible) changes thereto in a Travel Bulletin or comparable document. **THE APPLICABLE BASE RATE SHALL BE QUOTED TO THE STATE TRAVELER AT THE TIME OF RESERVATION.**

All car rental rates must be accessible in the Global Distribution System (GDS) and/or through a Department intranet site. Contractor will not charge the State more than the contract rates set forth in Exhibits F and G.

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Note: Rates quoted in Exhibit F and Exhibit G must be available at all California, Domestic and International locations. Bidders shall provide a separate Attachment 3 listing for each California, Domestic and International participating locations.

B. PAYMENT

Payment by the State employee may be made with the **American Express Government Charge Card**, or the **American Express Car Rental Business Travel Account (CRBTA)**. Acceptance of an **American Express Government Charge Card** or the **CRBTA** is mandatory. Cash, personal checks and personal credit cards are not authorized forms of payment for the State of California contract CCR rates.

AMERICAN EXPRESS CAR RENTAL BUSINESS TRAVEL ACCOUNT (CRBTA) CHARGES AND BILLING: The CRBTA is controlled by the Contractor. The reservation will be made through the current state travel agency, Cal-Travel Store utilizing an identification number issued by the car rental contractor for each department, or optional user. This may include but will not be limited to, billing numbers that identify the traveler, the department, the cost center, the State rate, and the proper insurance coverage. There are no actual cards. Upon completion of the reservation, the Car Rental Contractor will submit the transaction to American Express for payment. The State department will receive a consolidated billing statement from American Express reflecting charges through the 25th of the month. Detailed billing will come directly from the car rental company, in an excel spreadsheet or another optional useful format, providing the detail, including cost center information, charges, and specific needs requested by the department. The department will pay American Express directly.

Pre-charging credit cards with the estimated amount of the rental and/or making changes to the method of payment) when the car is returned is prohibited.

Should the travel payment vendor change before the end of this CCR contract cycle, the STP will contact each Contractor to provide further processing directions. The Contractor will ensure that all locations are notified of the changes.

BILLING TO INDIVIDUAL DEPARTMENTS: THE CONTRACTOR WILL NOT BILL THE DGS, OFAM FOR VEHICLES RENTED BY EMPLOYEES OF OTHER OFFICES AND DEPARTMENTS. The contractor must send invoices to the employee's department or office address. Do not send invoices to the OFAM address located at 1700 National Drive. The Contractor shall provide the State a single address for the remittance of all payments from this contract.

OTHER FORMS OF PAYMENT: NO OTHER FORM OF PAYMENT WILL BE AUTHORIZED FOR THESE STATE CONTRACTED RATES FOR STATE EMPLOYEES. If the Contractor provides contracted rates under another form of payment for optional users (see Section A.5.b. "optional users" - definition), the Contractor will be required to include this data in all reports requested, for the term of the contract, and include this volume in the revenue share provided to STP.

GENERAL TERMS AND CONDITIONS**EXHIBIT C**

The State does not accept alternate contract language from a Bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 610) are not negotiable. The GTC 610 may be viewed at Internet site:

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

ADDITIONAL TERMS AND CONDITIONS**1. STANDARD CONDITIONS OF SERVICE**

- A. The Contractor shall have the charge, care, and sole responsibility of the work and shall bear the risk of injury or damage to any part thereof by the action of the elements or any other cause whether arising from execution or non-execution of the work.
- B. The Contractor shall bear all expenses to restore damages occasioned by any of the above or actions resulting from the injuries or damage sustained or arising in the construction of this work or the consequences thereof. The State of California may retain as much of the money due the Contractor as shall be considered necessary until final disposition has been made of such suits or claims for damages.
- C. The Contractor shall give his/her personal supervision to the work, or employ a competent representative satisfactory to the State of California who shall at all times be present at the site of the work while work is in progress, with authority to act for him/her. Whenever the Contractor is not present on any part of the work where it may be desired to give directions or orders, they will be given by an authorized employee of the State of California. Such orders shall be received and obeyed by the Contractor's representative who may have charge of the particular work in reference to which the orders are given.
- D. The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public, and he/she shall have under construction no greater amount of work that he/she can prosecute properly with due regard to the rights of the public. Any person the State may deem incompetent or disorderly shall be promptly dismissed and not reinstated.
- F. It is unlawful for a contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code GC§16645.

2. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

3. RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The agreement can be immediately terminated for cause. The term "for cause" shall mean that the

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Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. INSURANCE

A. THIRD PARTY LIABILITY INSURANCE COVERAGE AND INDEMNIFICATION: Notwithstanding the provisions of any Contractor rental vehicle agreement executed by the State employee, the Contractor will maintain in force, at its sole cost, insurance coverage which will indemnify, defend and otherwise protect the State of California and State employees against liability for personal injury, death, and property damage arising from the use of the vehicle, EXCEPT when the loss or damage is caused by one or more of the following:

- 1) Operation of the vehicle by a driver who contributed to the accident while (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.
- 2) Operation or use of the vehicle for any intentionally illegal purposes.

The limit of such liability shall be \$250,000 (depending on bid submission scenario), per occurrence for bodily injury and property damage combined. The conditions, restrictions and exclusions of the applicable insurance for any rental shall not be less favorable to the State of California and State employees than the coverage afforded under standard automobile liability policies. When more favorable insurance terms are required under applicable state or foreign country law, such terms will apply to the rental. Standard coverage will include mandatory no-fault benefits where required by law. The Contractor warrants that, to the extent permitted by law, the liability and property damage coverage provided are primary in all respects to other sources of compensation, including claims statutes or insurance available to the State of California, renter, or additional authorized driver. Proof of such insurance shall be provided to the State of California. Failure to maintain this required insurance will be grounds for termination of this agreement by the State.

B. CERTIFICATE OF INSURANCE: The Contractor shall provide a Certificate of Insurance (COI) in the amount of not less than \$250,000 per occurrence for bodily injury and property damage combined, Insurance carrier must be licensed to issue policies in California. The COI shall be named Attachment 5 and shall be submitted within Envelope No.1, of the bidder's proposal package.

The COI must include the following provisions in their entirety:

- 1) This insurance will not be cancelled, non-renewed, or reduced in limits without thirty (30) days prior written notice to the State; and
- 2) The State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
- 3) The Certificate Holder shall be:
State of California
Department of General Services, OFAM
1700 National Drive
Sacramento, CA 95834

The Contractor shall be responsible for the timely submission of its COI; in addition, such documentation is needed to establish to the State's satisfaction that Contractor's insurance fully covers the operation of all participating franchisees and subcontractors.

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In the event said insurance coverage expires at any time or times during the term of this contract, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new COI evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year.

In the event the Contractor fails to keep insurance coverage in effect at all times as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

ONLY COMMERCIAL INSURANCE WILL SATISFY THESE PROVISIONS REGARDING AUTOMOBILE LIABILITY. NO SELF INSURANCE WILL BE ACCEPTED.

C. Workers' Compensation

Contractor certifies: "I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation benefits or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performing of the work of this contract."

Contractor will carry statutorily required benefits and will include \$1,000,000 limit of liability on employer's liability. Said policy shall contain a waiver of subrogation in favor of the State, which shall be provide together with a certificate of insurance.

The Contractor will be required to secure the payment of compensation to his/her employees in accordance with the provisions of Labor Code Section 3700.

5. ALTERNATIVE DISPUTE RESOLUTION

In the event a dispute arises with respect to the interpretation of, performance of, or the relationship created by, all or any part of this Agreement, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If the parties utilize mediation, mini-trial, arbitration or other alternative dispute resolution techniques, each party agrees that no award or decision resulting there from shall include punitive damages.

6. RESOLUTION OF CONTRACT DISPUTES

In the event of a dispute, Contractor will attempt resolution with the State's Contract Administrator and Contract Analyst with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the DGS, OFAM Office Chief within 10 days of the failed resolution at the following addresses:

Department of General Services, OFAM
1700 National Drive
Sacramento, CA 95834
Attn: Office Chief

Within ten (10) days, the Office Chief shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Office Chief shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

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7. AGENCY LIABILITY

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

8. CONFLICT OF INTEREST

- A. A firm will not be awarded a contract if the financial interests are held by a current officer or employee of the State. Additionally, a contract will not be awarded to an officer or employee of the State as an independent contractor to provide goods and service. Likewise, the contracting agency officials and employees shall also avoid actions resulting in or creating an appearance of:
1. Using an official position for private gain;
 2. Giving preferential treatment to any particular person;
 3. Losing independence or impartiality;
 4. Making a decision outside official channels; and,
 5. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- B. Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period prior to his or her separation from State service.

9. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

10. ANTITRUST

The following provisions of Government Code Section 4552, 4553 and 4554 shall be applicable to the Contractor.

- 1.) Contractor agrees to assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.c. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

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- 2.) If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.
- 3.) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured, thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

11. PROMPT PAYMENT ACT

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927, Prompt Payment Act.

This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions and terms of this contract in any manner.

Bidder shall have an official certify through signature and UNDER PENALTY OF PERJURY that they are the duly authorized person to legally bind the prospective Contractor to the clause(s) listed. This certification is made under the laws of the State of California.

Bidder shall abide by the applicable Contractor Certification Clauses effective 3/28/2007, which are located at the link below:

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>

Bidder shall complete and submit the CCC-307 Signature page, which shall be provided within Envelope No.1 of their proposal package.

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SEE SAMPLE STANDARD AGREEMENT (STD 213)

EXHIBIT E

Contractor shall execute a Std.213 once notified of the States intent to award to its firm. The Std.213 shall include all the requirements of this RFP plus Exhibits and Attachments.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: \$ _____

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- | | |
|---------------------------------------------|---------|
| Exhibit A – Scope of Work | page(s) |
| Exhibit B – Rates and Payment Provisions | page(s) |
| Exhibit C* – General Terms and Conditions | |
| Exhibit D – Additional Terms and Conditions | page(s) |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<p>California Department of General Services Use Only</p> <input type="checkbox"/> Exempt
CONTRACTOR'S NAME <i>(if other than an individual. state whether a corporation.)</i>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

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**BASE RATE WITH \$250,000 INSURANCE FOR SHORT TERM RENTALS
EXHIBIT F**

Bidder shall provide the required information and submit Exhibit F, within Envelope No.2 of their proposal package. The bidder shall complete the table below with its offered rates and at a minimum name two (2) makes and models of vehicles provided at the 14 locations stated in Section A.3.a. **The State of New York is exempt from the base rate.**

1) VEHICLE CLASS TYPE	DAILY	WEEKLY	MAXIMUM CAP DAILY
Compact **:			
Mid-Size/Intermediate **:			
Full-Size **:			
Alternative Fuel Vehicle **:			
FWD/Sport Utility Vehicle **:			
Mini Van **:			
Pick Up Trucks **:			

Bidder to Specify ** Make and Model for each listed vehicle.

2) The bidder is required to provide the standard two (2) percent revenue share without receiving extra points. The bidder may receive additional points for offering a higher revenue share other than the required 2% and with out increasing its base rate bid. Points will be scored based on 2.1% and higher for the revenue share increase amount specified. There are 170 revenue share points possible and 5 points will be assigned per percentage point (i.e. 2.1 = 50 points, 2.2 = 55 points, etc)

Revenue Share 2% is the standard amount	Points Available	Bidder shall initial the appropriate increase box
2.1-2.5%	50-70	
2.6-3.0%	100-120	
3.1-3.5%	150-170	

Name of Bidder

Signature of Authorized Bidder

