

**REQUEST FOR PROPOSAL  
Notice to Prospective Proposers  
RFP Number 5159905**

You are invited to review and respond to this Request for Proposal (RFP) Number 5159905, entitled Statewide Commercial Car Rental (CCR) Services. In submitting your proposal, you shall comply with the instructions found herein.

The designated contact person for this RFP is:

Stacy Jarvis  
Staff EDP Acquisitions Specialist  
Department of General Services (DGS)  
Procurement Division (PD)  
707 3rd Street, MS 2-202  
West Sacramento, CA 95605  
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Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

**Table of Contents**

- A) Purpose and Description of Services ..... 1
- B) Minimum Proposer Qualifications..... 2
- C) Proposal Requirements and Information ..... 4
  - 1. Key Action Dates ..... 4
  - 2. Proposer’s Conference/Questions and Answers ..... 5
  - 3. Preference Programs..... 6
  - 4. Technical Proposal Requirements ..... 7
  - 5. Cost Proposal Requirements ..... 12
  - 6. Proposal Submission ..... 12
  - 7. Evaluation Process ..... 13
  - 8. Award and Protest ..... 21
  - 9. Disposition of Proposals ..... 22
  - 10. Contract Execution and Performance ..... 22
- ATTACHMENTS..... 23

- Proposal Checklist
- Proposal/Proposer Cover Sheet
- Exhibit F - Short Term Rental Cost Table
- Exhibit G - Long Term Rental Cost Table
- 1. Technical Proposal(s)
- 2. Participating Locations
- 3. Contractor Certification Clauses
- 4. Darfur Contracting Act
- 5. Iran Contracting Act Certification
- 6. Proposed Form of Agreement

## A) Purpose and Description of Services

1. As authorized under California Public Contract Code sections 10298 and 10299, this Request for Proposal (RFP) solicits proposals from Commercial Car Rental (CCR) service providers that will provide California statewide and national short and/or long term commercial car rental services as described in **Exhibit A: Statement of Work** found in the Proposed Form of Agreement. Proposers are advised to carefully read the entire RFP, any addenda and to ask appropriate questions or request clarification in a timely manner.
2. It is the intent of the Department of General Service (DGS), Procurement Division (PD), on behalf of the Office of Fleet and Asset Management (OFAM) Statewide Travel Program (STP), to award one (1) Master Service Agreement (MSA) for short term commercial car rental services and one (1) MSA for long term commercial car rental services. Should one responsive and responsible proposer meet the award criteria for both short and long term commercial car rental services, the State will issue a single MSA.
3. Pursuant to State of California Management Memo 14-03 issued March 6, 2014, all State of California travel arrangements must be made through the STP. Therefore, use of services under the MSA will be mandatory for State employees traveling on official State business. Optional Users (e.g., elected constitutional officers, local agencies, K-12. See definition in Exhibit A: Statement of Work) may use this MSA on an optional basis.
4. Upon execution, the MSA will be effective through December 31, 2017. The State reserves the right to extend the MSA for three (3) additional one (1) year periods.
5. The State does not guarantee the number of rentals that will be transacted over the MSA term. However, the following historical data is provided for informational purposes only. In calendar year 2014, total spend under the current commercial car rental MSA was \$11,322,695.41. See Table A.5. below:

Table A.5: 2014 Calendar Year Spend

Service	Number of Rentals	Total Spend
Short Term Rental	84,443	\$10,020,662.13
Long Term Rental	1,540	\$1,302,033.28
<b>Totals</b>	<b>85,983</b>	<b>\$11,322,695.41</b>

## B) Minimum Proposer Qualifications

1. Proposer must agree to provide California statewide and national commercial car rental services as described in **Exhibit A: Statement of Work** at all participating locations identified in **Participating Locations, Attachment 2**. At a minimum, proposer must maintain a participating location and provide express service at the seventeen (17) California airport and high volume off airport locations shown in Table B.1 below. California airport and high volume off airport historical transactional data is provided for informational purposes only.

Table B.1: Required Participating Locations

Location No.	Airport Code	City	No. of Transactions
1	SMF	Sacramento	12,740
2	ONT	Ontario	8,220
3	BUR	Burbank	8,759
4	SAN	San Diego	5,461
5	LAX	Los Angeles	5,199
6	SNA	Orange County	4,961
7	OAK	Oakland	1,477
8	FAT	Fresno	552
9	SFO	San Francisco	959
10	SJC	San Jose	866
11	SBP	San Luis Obispo	203
12	LGB	Long Beach	334
13	STS	Santa Rosa	167
14	MRY	Monterey	152
15	N/A	Downtown Sacramento, CA	3,350
16	N/A	Elk Grove, CA	1,439
17	N/A	Redding, CA	1,102
<b>Total:</b>			55,941

2. The State requires a minimum three percent (3%) Revenue Share from the proposer(s) awarded an MSA for short term and/or long term commercial car rental services. If offering a higher Revenue Share, indicate that percentage in the space provided in **Exhibit F** and/or **Exhibit G**.
3. As described in **Exhibit A: Statement of Work** and **Exhibit B: Budget Detail and Payment Provisions**, if proposing to provide short term commercial car rental services proposer must:
  - a. Fulfill short term commercial car rental reservations made through the current STP online booking tool, Concur, and/or the state travel agency, CalTravelStore. State Contract Rates must be loaded into the Global Distribution System (GDS) Sabre that is the booking engine for Concur.

- b. Fulfill emergency reservations made through direct contact with a State employee or Optional User renter.
  - c. Create approximately 360 direct billing accounts that will be used by State and Optional Users for short term commercial car rental. Acceptance of the State's authorized Travel Payment System (TPS) is mandatory. American Express is the current TPS provider.
  - d. Have the ability to meet vehicle rental needs necessary to respond to statewide emergencies.
  - e. Abide by all terms and conditions contained in the Proposed Form of Agreement at all locations listed in **Participating Locations, Attachment 2**.
4. As described in **Exhibit A: Statement of Work** and **Exhibit B: Budget Detail and Payment Provisions**, if proposing to provide long term commercial car rental services proposer must:
- a. Fulfill long term and emergency reservations made through direct contact with a State employee or Optional User renter.
  - b. As needed, create direct billing accounts that will be used by State and Optional Users for long term commercial car rental. Acceptance of the State's authorized Travel Payment System (TPS) is mandatory. American Express is the current TPS provider.
  - c. Agree to make rental vehicles available on a short term basis to assist the short term commercial car rental Contractor respond to statewide emergencies.
  - d. Abide by all terms and conditions contained in the Proposed Form of Agreement at all locations listed in **Participating Locations, Attachment 2**.
5. By signing the **Proposal/Proposer Cover Sheet** and submitting a Proposal, proposer acknowledges it has read, understood, and agreed to the following:
- a. **Exhibit C, General Terms and Conditions (GTC 610)**, Effective as of 6/9/2010 found at: <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. DGS does not accept alternate Agreement language from a proposer. A proposal with such language will be considered a counter proposal and will be rejected.
  - b. Proposer must sign and submit to the State, page one (1) of the **Contractor Certification Clauses (CCC), Attachment 3**.
  - c. Proposer must sign and submit to the State, **Darfur Contracting Act, Attachment 4**.
  - d. Proposer must sign and submit to the State, **Iran Contracting Act, Attachment 5**.
  - e. Proposer certifies it is not on either the California Franchise Tax Board's (FTB) or the California Board of Equalization's (BOE) lists of tax delinquents found at [https://www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml) and <http://www.boe.ca.gov/cgi-bin/deliq.cgi>. Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.
  - f. If a Corporation or Limited Liability Company, proposer should provide a printout showing certification of "Active" status from the California Secretary of State

(SOS) website or evidence of certification in progress. SOS certification must be approved and in "Active" status prior to the scheduled date for contract award as specified in **RFP section C.1 Key Action Dates**. The California SOS website is [www.sos.ca.gov](http://www.sos.ca.gov).

- g. If subcontractors are to be used, proposer shall complete **Bidder Declaration form, GSPD-05-105**, with the names of all proposed subcontracts, available at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf>.
  - h. The Disabled Veteran Business Enterprise (DVBE) Program Requirement has been waived, therefore, this RFP does not include a goal or incentive. However, DVBE (including Small Business firms) are encouraged to participate.
6. The awardee(s) shall have ten (10) business days to provide:
- a. A wet-ink signed Std. 213, complying with the State's terms and conditions, provisions of this RFP and Proposer's RFP response.
  - b. A wet-ink **Payee Data Record Form, STD. 204**. The form can be found by typing "204" in the search box at <http://www.dgs.ca.gov/osp/Forms/Search.aspx>
  - c. Original certificates of insurance evidencing compliance with all insurance requirements in **Exhibit E: Insurance Terms and Conditions**.
  - d. For informational purposes only, a listing of typical makes and models for all Vehicle Class Types it shall make available to State and Optional Users under the terms of the Agreement.

## C) Proposal Requirements and Information

### 1. Key Action Dates

- a. Listed below are the important actions with dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates or modify the RFP it will issue an addendum.
- b. Exception: All dates after the final proposal submission deadline are approximate and may be adjusted as conditions indicate, without addendum to this RFP.

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b> (Pacific Time)
Release of RFP	8/27/15	
Last day to submit written questions for clarification of RFP prior to Conference Call	9/4/2015	5 p.m.
Proposers Conference	9/10/2015	3 p.m.
Last Day to Request Changes to RFP	9/11/15	5 p.m.
Deadline for Final Proposal Submission	9/28/15	3 p.m.
Cost Proposal Opening	10/8/2015	10 a.m.
Notice of Intent to Award	10/20/15	
Award Date	To Be Determined	
Go Live	1/1/16	

## 2. Proposer's Conference & Questions and Answers

- a. A Proposer's Conference will be held to discuss the RFP and procurement process. Participation in the Conference is encouraged. Proposers can attend the Conference in person or by Conference Call. The Conference will be held on September 10, 2015 at 3:00 p.m. in Room 3-300 at the Department of General Services, Procurement Division, 707 3<sup>rd</sup> Street, West Sacramento, CA 95606. The Conference Call dial in number is **1-866-918-9417, passcode 1962085**.
- b. Written Questions - Proposers requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive procurement process may request clarification by submitting questions in electronic format or by mail with the email subject line or envelope clearly marked "Questions Relating to RFP 5159905" to the RFP Procurement Official listed on the cover sheet. To ensure a response, questions must be received prior to the date for submission of such questions, as listed in **Section C.1 Key Action Dates**.
- c. Oral Questions - The DGS may accept oral questions during the Conference and will make a reasonable attempt to provide oral answers prior to the conclusion of the Conference. A question and answer set will be posted on Bidsync. Oral answers shall not be binding on the State.
- d. Questions may be paraphrased or consolidated by the State for clarity and answered in sets posted in Bidsync and/or the State's CCR website found here: [http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements/CommercialCarRental\(CCR\).aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/masteragreements/CommercialCarRental(CCR).aspx)
- e. It is the responsibility of the proposer to access Bidsync and the CCR website for any changes or Addenda that may be posted. Refer to this **RFP, Section C.1., Key Action Dates**, for the schedule of events and dates/times.
- f. If the proposer believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints to the proposer in proposing less costly or alternate solutions, the proposer may request a change to the RFP by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the RFP Procurement Official listed on the cover sheet by the date specified in **Section C.1, Key Action Dates** concerning the RFP requirements. Oral answers shall not be binding on the State.
- g. The procurement process is designed to give the proposer and the State adequate opportunity to submit questions and discuss solicitation requirements prior to Final Proposal Submission. The RFP requirement protest procedure is made available in the event a proposer cannot reach a fair agreement with the State after exhausting these procedures.
- h. All protests to the RFP requirements must be received by the DGS, PD Deputy Director as promptly as possible, but not later than the respective time and date in the **Section C. 1, Key Action Dates** for such protests. RFP requirement protests will be heard and resolved by the DGS, PD Deputy Director, whose decision will be final. All protests must be made in writing, signed by an individual authorized to bind the proposer contractually, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim. Certified or registered mail should be used unless delivered in person,

in which case the protester should obtain a receipt of delivery. Protests must be mailed or delivered in person to:

<p><b>Street Address:</b> Deputy Director Procurement Division 707 Third Street, 2nd Floor West Sacramento, CA 95605</p>	<p><b>Mailing Address:</b> Deputy Director Procurement Division P.O. Box 989052, MS 2-200 Sacramento, CA 95798-9052</p>
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### 3. Preference Programs

The following preferences are applicable to this RFP.

#### a. Small Business (SB) Enterprise or Microbusiness (MB) Preference

- i. Government Code section 14835 et seq. requires that a five percent (5%) preference be given to proposers who qualify as a SB or MB.
- ii. The small business preference is applied to the total points scored during the evaluation and shall be computed as follows: if a large business has earned the highest point count, a preference equal to 5% of that total point score shall be computed and shall constitute the small business preference points. The preference points shall be added to the total points of all responsive California Certified Small Business proposers.

Highest Final Large Business Points x .05 = Small Business Preference

- iii. If a proposer is not a certified SB but wishes to be eligible for the five percent (5%) SB preference, the proposer must subcontract at least 25 percent (25%) of its proposed price to one or more certified small businesses. If proposer is claiming the five percent (5%) SB preference, complete the **Proposal/Proposer Cover Sheet**, and **Bidder Declaration form, GSPD-05-105**, with the names of all certified SB firms being claimed for credit. Attach a copy of the subcontractor's Certified SB certificate for each SB subcontractor and a copy of all SB subcontractors' quote to the **Bidder Declaration form, GSPD-05-105**.
- iv. Certified SB and MB proposer(s) shall have precedence over SB proposers in the application of SB preference(s). SB Preferences may not be applied to any proposal deemed non-responsive with the solicitation instructions or from a non-responsible proposer.
- v. Questions regarding the certification approval process or SB program should be directed to (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060 or E-mail: [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov). Forms and additional information are available at: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

#### b. Target Area Contract Preference Act (TACPA)

- i. Proposers desiring to claim the TACPA preference must submit a fully executed copy of the form STD 830; and Manufacturer's Summary of

Contract Activities and Labor Hours form, DGS/PD 525 available at the websites identified below. The State reserves the right to verify, validate, and clarify all information contained in the proposal. This includes, but is not limited to, information from proposers, manufacturers, subcontractors, and any other sources available at time of proposal evaluation. Proposer's refusal to agree or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of the requested preference.

(a) STD 830

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

(b) DGSPD 525

<http://www.documents.dgs.ca.gov/pd/dispute/mfgsum525.pdf>

#### 4. Technical Proposal Requirements

- a. Proposers interested in competing for short term commercial car rental services must submit a short term **Technical Proposal, Attachment 1**.
- b. Proposers interested in competing for long term commercial car rental services must submit a long term **Technical Proposal, Attachment 1**.
- c. Proposers interested in competing for short and long term commercial car rental services must submit two separate and distinct Technical Proposals, which will be evaluated and scored separately.
- d. Proposers must provide narrative responses describing how they plan to meet the requirements for the following sections:
  - i. Reservations (5 points each topic for 25 total points possible)

Topic	Short Term	Long Term
1	Explain how and when short term State Contract Rates for all participating locations will be loaded into Sabre.	Describe your approach to assure long term rates will be uniformly applied at all Participating Locations.
2	Explain how and when short term vehicle inventory for all participating locations will be loaded into Sabre.	Explain how long term State Contract Rates and vehicle inventory for all participating locations will be made available to STP and users.
3	Describe your approach to quality control and internal testing to ensure the State can verify online reservations for participating locations.	Describe your approach to quality control to ensure the State can verify that long term reservations are accurate
4	Describe your process to identify, control and report short-term rental reservation activity that may indicate renters' attempts to bypass long term rental reservation procedures, e.g. multiple short term reservations totaling more than 30 days. Explain in detail how technology and/or procedures would address potential	Describe your process for making long term reservations, including your approach to ensure required preapprovals are obtained prior to fulfilling reservations.

	scenarios. Please provide a sample report identifying circumstances where short term rentals became long term rentals.	
5	Describe the quality of customer service you will provide for CalTravelStore agent-assisted reservations or STP requests.	Describe the quality of customer service you will provide for making long term reservations.

ii. Payment and Billing (5 points each topic for 25 total points possible)

Topic	Short Term	Long Term
1	Describe the process to create direct billing accounts for California State and Optional Users. Include how new accounts will be created and existing accounts will be managed.	Describe the process to create direct billing accounts for California State and Optional Users. Include how new accounts will be created and existing accounts will be managed.
2	Explain your approach to link direct billing accounts to TPS account numbers, currently provided by American Express, and ensure direct billing accounts will be the only means of payment accepted for State employees and Optional Users at all participating locations. Include how user account linkage to TPS account numbers will be created, deleted, and modified	Explain your approach to link direct billing accounts to TPS account numbers, currently provided by American Express, and ensure direct billing accounts will be the only means of payment accepted for State employees and Optional Users at all participating locations. Include how user account linkage to TPS account numbers will be created, deleted, and modified
3	Describe your process for State Departments and Optional Users to dispute incorrect charges.	Describe your process for State Departments and Optional Users to dispute incorrect charges.
4	Describe the process to ensure accurate billing.	Describe the process to ensure accurate billing.
5	Describe options in your billing delivery system, your reporting capabilities, and provide examples of standard billing reports.	Describe options in your billing delivery system, your reporting capabilities, and provide examples of standard billing reports.

iii. Planning (5 points each topic for 25 total points possible)

Topic	Short Term	Long Term
1	Provide an outline that includes timelines for implementation, key milestone dates, deliverables, and an organizational chart.	Provide an outline that includes timelines for implementation, key milestone dates, deliverables, and an organizational chart
2	Identify key individuals who will be responsible for implementation, their roles and responsibilities.	Identify key individuals who will be responsible for implementation, their roles and responsibilities.
3	Describe your communication and training process that will be used to ensure a smooth implementation and/or transition.	Describe your communication and training process that will be used to ensure a smooth implementation and/or transition.
4	Specify all training to be provided including training for your staff, Statewide	Specify all training to be provided including training for your staff, Statewide

	Travel Program Staff, State Travel Agency and travelers.	Travel Program Staff, State Travel Agency and travelers.
5	Identify the types of training documentation that will be provided (i.e. new account guide, user manuals).	Identify the types of training documentation that will be provided (i.e. new account guide, user manuals).

iv. Emergencies (5 points each topic for 20 total points possible)

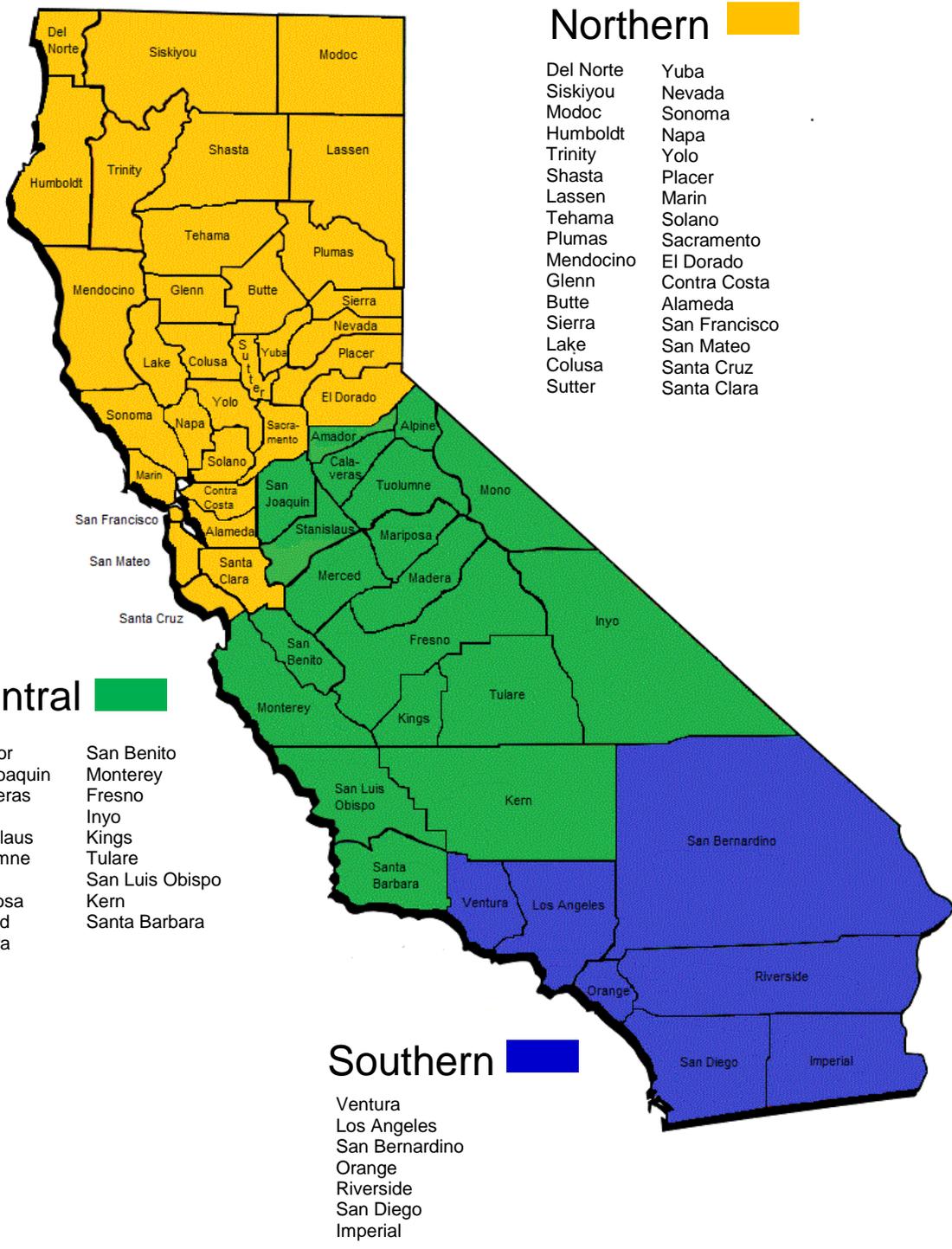
Topic	Short Term	Long Term
1	Describe the process to reserve and expeditiously fulfill vehicle rental requests during emergencies.	Describe the process to reserve and expeditiously fulfill vehicle rental requests during emergencies.
2	Explain how you will manage and move inventory to meet emergency needs including communicating with other contractors or suppliers to increase vehicle inventory.	Explain how you will manage and move inventory to meet emergency needs including communicating with other contractors or suppliers to increase vehicle inventory.
3	Describe the process that will be used to notify the STP of low-inventory and the approach to mitigate potential service interruptions.	Describe the process that will be used to notify the STP of low-inventory and the approach to mitigate potential service interruptions.
4	Describe the communication chain and business processes you would invoke to coordinate with the long term Contractor to increase available inventory to meet emergency vehicle demands.	Describe the communication chain and business processes you would invoke to coordinate with the short term Contractor to increase available inventory to meet emergency vehicle demands.

v. Organization (5 total points possible)

Topic	Short Term	Long Term
1	Provide a brief history of your company including: start of operations, wholly owned subsidiaries, the level these entities are integrated into your system of record, number of employees, gross sales, number of corporate/government accounts, and total number of commercial car vehicles available in California and nationwide	Provide a brief history of your company including: start of operations, wholly owned subsidiaries, the level these entities are integrated into your system of record, number of employees, gross sales, number of corporate/government accounts, and total number of commercial car vehicles available in California and nationwide

- e. Proposers must submit **Participating Locations, Attachment 2.**
- i. Complete in hardcopy **Participating Locations, Attachment 2: Part A** providing a summary of all participating locations. Proposer shall provide commercial car rental services as described in **Exhibit A: Statement of Work.**
  - ii. Complete and return in the Proposal Packet **Participating Locations, Attachment 2: Part B** as an electronic document on writable media such as a CD-ROM or DVD detailing all participating California and national locations outside of California commercial car rental locations. At a minimum, the seventeen (17) California locations shown in Table B.1: Required Participating Locations must be listed and provide express service.
  - iii. Use the map below defining the regions the State identifies as Northern, Central and Southern California locations to complete **Participating Locations, Attachment 2.**

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



## 5. Cost Proposal Requirements

Proposers must submit a Cost Proposal as described in this section.

- a. If competing for short term commercial car rental services only, complete and submit **Exhibit F – Short Term Cost Table**.
- b. If competing for long term commercial car rental services only, complete and submit **Exhibit G – Long Term Cost Table**.
- c. If competing for short and long term commercial car rental services submit both **Exhibit F** and **Exhibit G**, which will be evaluated and scored separately.

## 6. Proposal Submission

- a. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, shall be rejected.
- b. An original proposal marked "ORIGINAL COPY" and five (5) copies are required.
- c. Wet-ink signatures will be required for documents contained in the original proposal package. All additional proposal sets may contain photocopies of the original package. Due to limited storage space, the proposer should staple pages in the upper left-hand corner; do not use fancy bindings such as spiral binding or 3-hole punch.
- d. All proposals shall be submitted in two separately sealed, clearly marked envelopes. Envelope No. 1 shall contain Administrative and Technical Proposal requirements as identified in the **Proposal Checklist**. Envelope No. 2 shall contain Cost Proposals consisting of **Exhibits F** and/or **Exhibit G**. Proposals not submitted in two separately sealed envelopes will be rejected.
- e. Proposals must be submitted by the due date and time specified in **RFP section C.1 Key Action Dates**. Late proposals will be rejected and returned unopened.
- f. Plainly mark your proposal envelopes with the RFP number and title, firm name, address, and "DO NOT OPEN", as shown in the following example:

Agency/Firm Name Address RFP Number 5159905 RFP Title: Statewide Commercial Car Rental Services MSA <b>DO NOT OPEN</b> <b>ATTENTION: STACY JARVIS</b>
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- g. Proposals not submitted under sealed cover and marked as indicated may be rejected. If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided in **Proposal/Proposer Cover Sheet**.

- h. Proposers are advised to use the **Proposal Checklist** to ensure submission of required documents.
- i. Proposals must be mailed or delivered to the following location:

MAILED OR DELIVER TO:

Department of General Services  
Procurement Division (PD)  
Multiple Award Programs Section (MAPS)  
Attention: Stacy Jarvis  
707 3rd Street, MS 2-202  
West Sacramento, CA 95605

- j. If your proposal is hand delivered, you must date and time stamp it immediately upon arrival. The date/time stamp machine is located in the reception area of the 2<sup>nd</sup> floor at the address noted above.
- k. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject a proposal that is not responsive, does not meet the technical standards, or is not from a responsible proposer, or may reject all proposals. A non-responsive proposal is one that does not meet the basic proposal requirements. The State may also waive any immaterial deviation in a proposal. The State waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if the proposer is awarded the MSA.
- l. A deviation from a requirement is material if the response is not in substantial accord with the solicitation document requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed, amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.
- m. Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the State of California.
- n. A proposer may modify or withdraw a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o. The State reserves the right to reject all proposals.
- p. Proposers are cautioned to not rely on State during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Before submitting their documents, proposers should carefully proof them for errors and adherence to the RFP requirements.

## 7. Evaluation Process

- a. Administrative

At the time of proposal opening, each proposal will be checked for the presence and/or absence of required information in conformance with the RFP.

b. Evaluation of Proposals

DGS will evaluate each proposal to determine its responsiveness to the RFP requirements. Evaluation will be a two phase process: Phase I –Technical Proposal; and Phase II - Cost Proposal Evaluation with Short Term and Long Term costs evaluated separately. Proposals will be scored in accordance to the tables below.

Table C.7.1 Short Term Commercial Car Rental Services Scoring

Requirement	Evaluation Methodology	Points Possible
<i>Administrative</i>	Pass/Fail	N/A
<i>Technical</i>		
Technical Proposal	Scored	100
Participating Locations	Pass/Fail and Scored	300
Technical Subtotal:		400
<i>Cost</i>		
Exhibit F – Short Term Cost Table	Scored	600
Revenue Share	Scored	100
Cost Subtotal:		700
Total:		1100

Table C.7.2 Long Term Commercial Car Rental Services Scoring

Requirement	Evaluation Methodology	Points Possible
<i>Administrative</i>	Pass/Fail	N/A
<i>Technical</i>		
Technical Proposal	Scored	100
Participating Locations	Pass/Fail and Scored	300
Technical Subtotal:		400
<i>Cost</i>		
Exhibit G – Long Term Cost Table	Scored	600
Revenue Share	Scored	100
Cost Subtotal		700
Total		1100

c. Phase I – Technical Proposal Evaluation

- i. **Technical Proposal, Attachment 1** will be evaluated and scored in accordance to the table below:

Table C.7.3 Technical Proposal Scoring

Section	Points Possible
Reservations	25
Payment and Billing	25
Planning	25
Emergencies	20
Organization	5
<b>Total</b>	<b>100</b>

A proposal evaluation committee will evaluate Technical Proposals meeting proposal submission requirements. The evaluation committee will use a consensus approach to assign points for each Sectional Topic outlined in **RFP Section C) 4.** Topic points will be summed to arrive at a total score for the Technical Proposal.

**Exceptional (5)** – Proposer’s narrative demonstrates a thorough understanding of the methods, approaches and procedures required to perform services. Response is well thought-out and well presented. Overall, proposer’s response is complete, addresses all aspects of the topic and does not require clarification.

**Very Good (4)** – Proposer’s narrative demonstrates a thorough understanding of the methods, approaches and procedures required to perform services. Response is well thought-out and well presented. Overall, proposer’s response is complete, addresses major aspects of the topic, requiring minimal clarification.

**Satisfactory (3)** – Proposer’s narrative demonstrates a satisfactory understanding of the methods, approaches and procedures required to perform services. Overall, proposer’s response addresses major aspects of the topic, but requires multiple areas of clarification.

**Marginal (2)** – Proposer’s narrative did not demonstrate a satisfactory understanding of the methods, approaches and procedures required to perform services. Overall, proposer’s response did not address major aspects of the topic, some of a serious nature.

**Unsatisfactory (1)** – Proposer’s narrative did not demonstrate satisfactory understanding of the methods, approaches and procedures required to perform services. Overall, proposer’s response did not address a majority of the aspects of the topic.

**Zero (0)** – Proposer’s narrative was blank or missing.

EXAMPLE

Technical Proposal Total

Proposer 1 is assigned 100 Points

Proposer 2 is assigned 100 Points

Proposer 3 is assigned 80 Points

- ii. **Participating Locations, Attachment 2** will be evaluated and scored in accordance to the table below:

Table C.7.4 Participating Locations Scoring

Region	Points Possible
Northern California	85
Central California	75
Southern California	80
National Locations outside of California	60
<b>Total</b>	<b>300</b>

The seventeen (17) California locations listed in Table B.1: Required Participating Locations is scored as a Pass/Fail. A fail score will occur if all seventeen (17) California locations are not included on **Attachment 2** and will cause the proposal to be deemed non-responsive and rejected.

The proposer with the greatest number of locations per region shall receive the maximum points possible for that region. That proposer's number of locations will be used as the DENOMINATOR and NUMERATOR to calculate to the number 1. For all other proposers, the greatest number of locations in that region will be used as the DENOMINATOR to calculate a fraction using the other proposer's number of locations as the NUMERATOR. The number 1 and fractions will be multiplied by the points possible for that region to assign points rounded to two digits to the right of the decimal. All regions will be assigned points. The final total points for Participating Locations will be rounded to a whole number. Decimals less than .50 will be rounded down. Decimals greater than or equal to .50 will be rounded up.

**EXAMPLE**

Northern CA Participating Locations (85 points possible)

Proposer 1 120  
Proposer 2 100  
Proposer 3 95

For Proposer 1, the number 120 is used as a DENOMINATOR and NUMERATOR to calculate to 1. For other proposers, the number 120 is used as the DENOMINATOR and the other proposers locations as the NUMERATOR to calculate a fraction expressed as a decimal.

Proposer 1  $\frac{120}{120} = (1)$   
Proposer 2  $\frac{100}{120} = (.83)$   
Proposer 3  $\frac{95}{120} = (.79)$

The number 1 and fractions will be multiplied by 85 to assign points for Northern CA Participating Locations.

Proposer 1 (1) x (85) = 85.00 Points  
 Proposer 2 (.83) x (85) = 70.55 Points  
 Proposer 3 (.79) x (85) = 67.15 Points

All regions will be calculated and summed.

	Northern	Central	Southern	National	Total
Proposer 1	85.00	60.75	70.50	50.00	266.25
Proposer 2	70.55	75.00	80.00	59.50	285.05
Proposer 3	67.15	50.00	60.00	60.00	237.15

The final total will be rounded to a whole number. Decimals less than .50 will be rounded down. Decimals greater than or equal to .50 will be rounded up.

Proposer 1 is assigned 266 Points  
 Proposer 2 is assigned 285 Points  
 Proposer 3 is assigned 237 Points

d. Phase II – Cost Proposal Evaluation

- i. At the conclusion of Phase I, all cost envelopes for responsive proposals shall be publicly opened at the time/date indicated in **RFP section C.1 Key Action Dates. Exhibit F** and/or **Exhibit G** will be evaluated and scored in accordance to the tables below:

Table C.7.5: **Exhibit F** Scoring

<b>Short Term Rentals</b>	
<b>Vehicle Class Type (VCT)</b>	<b>Points Possible</b>
Compact	150
Mid-Size/Intermediate	150
Full-Size	90
Mini Van	60
Four Wheel Drive (4WD)/Sport Utility Vehicle (SUV)	60
Pick-up Truck	30
Ultra Low Emission Vehicle	30
Zero Emission Vehicle	30
Subtotal	600
<b>Revenue Share (Minimum of 3% required)</b>	100
<b>Total</b>	<b>700</b>

Table C.7.6: **Exhibit G** Scoring

<b>Long Term Rentals</b>	
<b>Vehicle Class Type (VCT)</b>	<b>Points Possible</b>
Compact	110
Mid-Size/Intermediate	110
Full-Size	90
Mini Van	60
Four Wheel Drive (4WD)/Sport Utility Vehicle (SUV)	60
Pick-up Truck	110
Ultra Low Emission Vehicle	30
Zero Emission Vehicle	30
Subtotal	600
<b>Revenue Share</b> (Minimum of 3% required)	100
<b>Total</b>	<b>700</b>

For evaluation purposes, VCT rates are weighted as follows:

Exhibit F: Short Term Cost Table

Daily Rate: (.5)  
 Weekly Rate: (.2)  
 Max Cap Rate (MCR) Daily : (.3)

Max Cap Rate is defined in the Proposed Form of Agreement in Exhibit A. Section 7. DEFINITIONS, subsection I. MAX CAP RATE (MCR) DAILY and in Exhibit B. Section A. RATES. subsection 4. Short Term Rates. subparagraph c).

Exhibit G: Long Term Cost Table

Daily Rate: (.3)  
 Weekly Rate: (.2)  
 Monthly: (.5)

For each Exhibit, VCT rates will be multiplied by the identified weight factor and summed per VCT. The subtotal will be rounded to two digits to the right of the decimal.

The proposer with the lowest subtotal per VCT shall receive the maximum points possible for that VCT. That proposer's VCT subtotal will be used as the DENOMINATOR and NUMERATOR to calculate to the number 1. For all other proposers, the lowest VCT subtotal will be used as the NUMERATOR to calculate a fraction using the other proposer's VCT subtotal as the DENOMINATOR. The number 1 and fractions will be multiplied by the points possible for that VCT to assign points rounded to two digits to the right of the decimal. All VCT rates will be assigned points and summed. The final total points for VCTs will be rounded to a whole number. Decimals less than .50

will be rounded down. Decimals greater than or equal to .50 will be rounded up.

The proposer shall provide the State a minimum three percent (3%) Revenue Share of all Base Rate charges. The proposer with the highest percentage greater than 3% shall receive the maximum points possible for Revenue Share. Proposers with the same Revenue Share percentage will receive the same number of points.

The highest Revenue Share percentage will be used as the DENOMINATOR and NUMERATOR to calculate to the number 1. For all other proposers, the highest Revenue Share percentage will be used as the DENOMINATOR to calculate a fraction using the other proposer's Revenue Share as the NUMERATOR. The number 1 and fractions will be multiplied by the points possible to assign points rounded to a whole number. Decimals less than .50 will be rounded down. Decimals greater than or equal to .50 will be rounded up.

VCT points and Revenue Share points will be summed to assign total Cost points.

#### EXAMPLE

Short Term Compact VCT (150 points possible)

	Daily	Weekly	Max Cap
Proposer 1	\$10.00	\$65.00	\$17.25
Proposer 2	\$10.25	\$66.00	\$18.00
Proposer 3	\$10.30	\$66.25	\$18.00

VCT rates are multiplied by weight factors and summed per VCT.

	Daily	Weekly	Max Cap
Proposer 1	$\$10.00 \times (.5) + \$65.00 \times (.2) + \$17.25 \times (.3) = \$23.18$		
Proposer 2	$\$10.25 \times (.5) + \$66.00 \times (.2) + \$18.00 \times (.3) = \$23.73$		
Proposer 3	$\$10.30 \times (.5) + \$66.25 \times (.2) + \$18.00 \times (.3) = \$23.80$		

For Proposer 1, \$23.18 is used as a DENOMINATOR and NUMERATOR to calculate to 1. For other proposers, \$23.18 is used as the NUMERATOR and the other proposers' subtotal VCT as the DENOMINATOR to calculate a fraction expressed as a decimal.

Proposer 1	$\frac{\$23.18}{\$23.18}$	=	(1)
Proposer 2	$\frac{\$23.18}{\$23.73}$	=	(.98)
Proposer 3	$\frac{\$23.18}{\$23.80}$	=	(.97)

The number 1 and fractions will be multiplied by 150 to assign points for Short Term Compact VCT.

$$\begin{aligned} \text{Proposer 1} & (1) \times (150) = 150 \text{ points} \\ \text{Proposer 2} & (.98) \times (150) = 147 \text{ points} \\ \text{Proposer 3} & (.97) \times (150) = 145.5 \text{ points} \end{aligned}$$

All VCT rates will be assigned points and summed. The final total points for VCTs will be rounded to a whole number.

	All Short Term VCT Totals (600 points possible)
Proposer 1	600
Proposer 2	575
Proposer 3	570

#### EXAMPLE

Short Term Revenue Share (100 points possible)

$$\begin{aligned} \text{Proposer 1} & 4\% \\ \text{Proposer 2} & 3.7\% \\ \text{Proposer 3} & 3.7\% \end{aligned}$$

For Proposer 1, the number 4 is used as a DENOMINATOR and NUMERATOR to calculate to 1. For other proposers, 4 is used as the DENOMINATOR and the other proposers' revenue share as the NUMERATOR to calculate a fraction expressed as a decimal.

$$\begin{aligned} \text{Proposer 1} & \frac{4.0}{4.0} = (1) \\ \text{Proposer 2} & \frac{3.7}{4.0} = (.93) \\ \text{Proposer 3} & \frac{3.7}{4.0} = (.93) \end{aligned}$$

The number 1 and fractions will be multiplied by 100 to assign points for Revenue Share.

$$\begin{aligned} \text{Proposer 1} & (1) \times (100) = 100 \text{ points} \\ \text{Proposer 2} & (.93) \times (100) = 93 \text{ points} \\ \text{Proposer 3} & (.93) \times (100) = 93 \text{ points} \end{aligned}$$

VCT points and Revenue Share points will be summed to assign total Cost points

	VCT		Revenue Share		
Proposer 1	600	+	100	=	700 points
Proposer 2	575	+	93	=	668 points
Proposer 3	570	+	93	=	663 points

e. Contractor Selection

- i. The Agreement(s) will be awarded to the proposer(s) with the highest combined scores from Phase I - Technical Proposal and Phase II - Cost Proposal evaluations including any applicable Preference Programs set forth in this RFP. In the event of a precise tie, lots will be drawn to determine the successful proposer, or if applicable, the tie will be broken in accordance with Government Code 14838 (f).

EXAMPLE

Short Term Commercial Car Rental Services (1100 points possible)

	Technical		Cost			
	Proposal	Locations				
Proposer 1	100	266	+	700	=	1,066 points
Proposer 2	100	285	+	668	=	1,053 points
Proposer 3	80	237	+	663	=	980 points

No proposers claimed a SB or TACPA preference. Proposer 1 is the intended awardee of the Short Term Commercial Car Rental Services MSA.

**8. Award and Protest**

- a. Notice of the proposed award shall be posted in a public place at Department of General Services (DGS), Procurement Division (PD), 707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, West Sacramento, CA 95605 for five (5) working days prior to awarding the contract.
- b. Proposers have the right to protest the award of DGS, PD subject to the following grounds, processes and procedures.
  - i. If any proposer, prior to the award of Agreement, files a protest with DGS, PD, and the DGS, Office of Legal Services, on the grounds that the (protesting) proposer would have been awarded the Agreement had the DGS, PD correctly applied the evaluation standard in the RFP, or if the DGS, PD followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the State has decided the matter. It is suggested that you submit any protest by certified or registered mail to:

<p><b>DEPARTMENT OF GENERAL SERVICES PD/MAPS</b> Attn: Stacy Jarvis 707 3rd Street, MS 2-202 West Sacramento, CA 95605 <b>Phone Number:</b> (916) 375-4378 <b>Fax No.:</b> (916) 375-4663</p>	<p><b>DEPARTMENT OF GENERAL SERVICES</b> Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7<sup>th</sup> Floor West Sacramento, CA 95605 <b>Phone Number:</b> (916) 376-5080 <b>Fax Number:</b> (916) 376-5088</p>
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- ii. Within five (5) calendar days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Department of General Services, Procurement Division a detailed statement specifying the grounds for the protest.

## **9. Disposition of Proposals**

Upon proposal opening, 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. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted. We recommend that you register the copyright for any proprietary material submitted.

## **10. Contract Execution and Performance**

Performance of this contract shall start after all approvals have been obtained and the contract is fully executed. The contract is considered fully executed upon approval by DGS, Office of Legal Services. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) calendar days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposed price and the actual cost of acquiring services from another contractor.

## **ATTACHMENTS**

**PROPOSAL CHECKLIST**

A complete proposal package will consist of the items identified below. Complete this checklist to confirm the items are included in your proposal. Place a check mark or "X" next to each item submitted to the State.

<b>Envelope No. 1: Administrative and Technical Proposal(s)</b>	
	<b><u>Attachment Name/Description</u></b>
	<b>Proposal/Proposer Cover Sheet with wet-ink signature</b>
	<b>Technical Proposal(s), RFP Attachment 1. A separate and distinct Technical Proposal for:</b> <ul style="list-style-type: none"> <li>• <b>Short Term Commercial Car Rental</b></li> <li>• <b>Long Term Commercial Car Rental</b></li> </ul>
	<b>Participating Locations, RFP Attachment 2:</b> <ul style="list-style-type: none"> <li>• Part A summary in hardcopy</li> <li>• Part B listing participating locations on one (1) CD-ROM or DVD</li> </ul>
	<b>Contractor Certification Clauses (CCC 307), RFP Attachment 3 with wet-ink signature</b>
	<b>Darfur Contract Act, RFP Attachment 4 with wet-ink signature</b>
	<b>Iran Contract Act, RFP Attachment 5 with wet-ink signature</b>
	<b>Certificate of Status with California Secretary of State</b>
	<b>Bidder Declaration Form, GSPD-05-105 with wet-ink signature to identify subcontractors and applicable SB preference</b>
	<b>If claiming a Small Business Preference include:</b> <ul style="list-style-type: none"> <li>• Proposer's SB Certification</li> </ul> <b>For Non-SB claiming 25% Subcontracting Preference:</b> <ul style="list-style-type: none"> <li>• Subcontractors' SB Certifications and quotes</li> </ul>
	<b>If claiming Target Area Contract Preference Act (TACPA) Preference include with wet-ink signatures:</b> <ul style="list-style-type: none"> <li>• STD 830</li> <li>• DGS/PD 525</li> </ul>
<b>Envelope No. 2: Cost Proposal</b>	
	<b><u>Attachment Name/Description</u></b>
	<b>Exhibit F Short Term Rental Cost Table</b>
	<b>Exhibit G Long Term Rental Cost Table</b>

PROPOSAL/PROPOSER COVER SHEET

Only an individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Cover Sheet. The signature must indicate the title or position that the individual holds in the firm. This document must be signed and returned along with the entire proposal with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Our all-inclusive proposal is submitted in a sealed envelope marked "Proposal in accordance with this RFP's Section C.6, Proposal Submission".
- B. All required attachments are included with this cover sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period.

**An Unsigned Proposal/Proposer Cover Sheet May Be Cause for Proposal 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 employer and/or corporation number:		
7. Federal Employer ID No. (FEIN)	8. California Corporation No.	
9. Proposer's Name (Print)	10. Title	
11. <b>Signature</b>	12. Date	
13. Are you claiming a small business preference and are certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise    Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number: _____	If yes, enter your certification number below: _____	
<b>NOTE:</b> 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: _____		
14. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation?    Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your proposal.		
15. Are you a using subcontracts?    Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your proposal.		

### Completion Instructions for PROPOSAL/PROPOSER COVER SHEET

Complete the numbered items on the Proposal/Proposer Cover Sheet by following the instructions below.

Item Numbers	Instructions
1	Provide legal business name. If using a dba, submit a Fictitious Business Name Statement. Refer to California Business and Professions Code 17900 et seq.
2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employer tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9, 10, 11, 12	Must be completed. These items are self-explanatory.
13	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your certification number on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.
14, 15	Check the applicable box. Complete and return GSPD-05-105 with your proposal.

**EXHIBIT F****SHORT TERM RENTAL COST TABLE  
(BASE RATES)**

**Complete the table below:** Enter the Daily, Weekly and Maximum Cap Rate Daily rate for each VCT in U.S. dollars and cents up to two (2) decimal digits. If offering more than minimum Revenue Share percentage, enter a percentage on Additional Revenue Share line.

<b>VEHICLE CLASS TYPE:</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MAXIMUM CAP RATE DAILY</b>
<b>Compact</b>	\$	\$	\$
<b>Mid-Size/Intermediate</b>	\$	\$	\$
<b>Full-Size</b>	\$	\$	\$
<b>Mini Van</b>	\$	\$	\$
<b>Four Wheel Drive (4WD)/Sport Utility Vehicle</b>	\$	\$	\$
<b>Pick Up Truck</b>	\$	\$	\$
<b>Ultra Low Emission Vehicle</b>	\$	\$	\$
<b>Zero Emission Vehicle</b>	\$	\$	\$

<b>REVENUE SHARE</b>	<b>Percent of all Base Rate Charges per Quarter</b>
Minimum Requirement:	3%
Additional Revenue Share above 3%: (i.e. 0.70% )	
Total Revenue Share: (i.e. 3.70%)	

**EXHIBIT G****LONG TERM COST TABLE  
(BASE RATES)**

**Complete the table below:** Enter the Daily, Weekly and Monthly rate for each VCT in U.S. dollars and cents up to two (2) decimal digits. If offering more than minimum Revenue Share percentage, enter a percentage on Additional Revenue Share line.

<b>VEHICLE CLASS TYPE (VCT):</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>
<b>Compact</b>	\$	\$	\$
<b>Mid-Size/Intermediate</b>	\$	\$	\$
<b>Full-Size</b>	\$	\$	\$
<b>Mini Van</b>	\$	\$	\$
<b>Four Wheel Drive (4WD)/Sport Utility Vehicle</b>	\$	\$	\$
<b>Pick Up Truck</b>	\$	\$	\$
<b>Ultra Low Emission Vehicle</b>	\$	\$	\$
<b>Zero Emission Vehicle</b>	\$	\$	\$

<b>REVENUE SHARE</b>	<b>Percent of all Base Rate Charges per Quarter</b>
Minimum Requirement:	3%
Additional Revenue Share above 3%: (i.e. 0.70% )	
Total Revenue Share: (i.e. 3.70%)	

**ATTACHMENT 1****TECHNICAL PROPOSAL**

- A. Proposers must submit Technical Proposal(s) as described RFP section C) 4.. Use this sample format to submit narrative responses to all Topics identified below.
- B. If awarded a contract, the proposer's Technical Proposal(s) shall be incorporated into the final Agreement.
- C. An original proposal marked "ORIGINAL COPY" and five (5) copies will be required for the Technical Proposal(s). Each Technical Proposal shall contain at a minimum, all required items listed below. Each requirement's location should be listed in a Technical Proposal, Table of Contents.
- D. Page Headers and Page Numbering  
All pages of the Technical Proposal(s), including cover pages, Table of Contents, should have the following header and page numbering format in the upper right-hand corner:

**Technical Proposal**  
Date  
Agreement No. 5159905  
**Attachment 1**  
Page # of ##

**Table of Contents****Section I : Reservations**

Provide a narrative response to **RFP section C) 4. a. i.** Topics 1 through 5

**Section II: Payment and Billing**

Provide a narrative response to **RFP section C) 4. a. ii.** Topics 1 through 5

**Section III: Planning**

Provide a narrative response to **RFP section C) 4. a. iii.** Topics 1 through 5

**Section IV: Emergencies**

Provide a narrative response to **RFP section C) 4. a. iv.** Topics 1 through 4

**Section V: Organization**

Provide a narrative response to **RFP section C) 4. a. v.** Topic 1



**ATTACHMENT 3**

**CONTRACTOR CERTIFICATION CLAUSES**

**CCC-307**

*CERTIFICATION*

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm 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 of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

**ATTACHMENT 3**

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code (PCC) section 10286 and 10286.1, and is eligible to contract with the State of California.

6. **SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <https://www.dir.ca.gov/sweatfreecode.htm>, and PCC section, 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**ATTACHMENT 3**

7. **DOMESTIC PARTNERS**: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with PCC section, 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency 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 leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**ATTACHMENT 3**

4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA**:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION**: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 4****Darfur Contracting Act**

**Instructions:** Complete, as applicable, and submit with proposal.

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.

**OPTION #1 - CERTIFICATION**

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete and sign this section and submit with bid package.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below has not, within the previous three years, had any business activities or other operations outside of the United States. 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.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	

**OPTION #2 - 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.

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

**OPTION #3 – 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.**

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

**ATTACHMENT 5****Iran Contracting Act Certification**

**Instructions:** Complete, as applicable, and submit with proposal.

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>PRINT VENDOR NAME/FINANCIAL INSTITUTION</i>		<i>FEDERAL ID NUMBER (OR N/A)</i>
<i>BY (AUTHORIZED SIGNATURE)</i>		
<i>PRINT NAME AND TITLE OF PERSON SIGNING</i>		<i>DATE EXECUTED</i>

**ATTACHMENT 6**  
 Proposed Form of Agreement

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**Department of General Services**

CONTRACTOR'S NAME

2. The term of this Agreement is: **To Be Determined** or upon DGS approval, through **December 31, 2017** with three one-year options to extend

3. The maximum amount of this Agreement is: **\$0.00**

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.

<b>Exhibit A</b> – Scope of Work	12 Pages
<b>Exhibit B</b> – Budget Detail and Payment Provisions	2 Pages
<b>Exhibit C*</b> – General Terms and Conditions (GTC 610)	
<b>Exhibit D</b> - Special Terms and Conditions	3 Pages
<b>Exhibit E</b> – Insurance Terms and Conditions	4 Pages
<b>Exhibit F</b> – Short Term Rental Cost Table (ST)	2 Pages
<b>Exhibit G</b> – Long Term Rental Cost Table (LT)	1 Page
<b>Attachment 1</b> – Technical Proposal	Pages
<b>Attachment 2**</b> – Participating Locations	Pages
<b>Attachment 3</b> – Contractor Certification Clauses (CCC-307)	Pages
<b>Attachment 4</b> – Proposer Declaration, GSPD-05-105	Pages

**Note to Bidders:**  
 The following 24 pages represent a sample Agreement. Please review it carefully and present any questions in writing to the contact identified for this RFP.

Items shown with an Asterisk, are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: (\*)<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> or (\*\*) <http://www.dgs.ca.gov/travel/Programs/RentingaVehicle.aspx>

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>Department of General Services</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
707 3 <sup>rd</sup> Street, West Sacramento, CA 95605-2811		

Exempt per:

## EXHIBIT A

*THE FINAL AGREEMENT MAY BE MODIFIED TO REFLECT CONTRACTOR'S RESPONSIBILITIES BASED ON SHORT TERM OR LONG TERM CONTRACT AWARD(S). PROVISIONS SHOWN IN ITALICS AND IDENTIFIED WITH PARENTHESIS AS EITHER SHORT TERM (ST) OR LONG TERM (LT) PROVISIONS ARE VARIABLE ELEMENTS APPLICABLE TO EITHER ST OR LT COMMERCIAL CAR RENTAL SERVICES.*

### 1. SCOPE OF WORK

- A. The Department of General Services (DGS), Office of Fleet and Asset Management (OFAM), Statewide Travel Program (STP) hereinafter referred to as "State" or "DGS/STP" is contracting for services for rental vehicles used by all State employees and Optional Users traveling on official State business.
- B. The State and \_\_\_\_\_ (hereinafter referred to as the "Contractor"), hereby agree that the Contractor will provide the State and Optional Users with statewide and national commercial car rental services in accordance with the terms and conditions of this Agreement.
- C. *The Contractor shall provide direct billing accounts set up and online reservation verification activities in accordance with its Technical Proposal dated ( DATE), **Attachment 1**, attached hereto and incorporated by reference. Activities described in the Technical Proposal shall be provided by the Contractor at no-cost to the State.*
- D. The Contractor agrees that the terms and conditions set forth herein take precedence over any contrary policies and provisions of any Contractor rental document that a State of California and Optional User 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.

### 2. AGREEMENT

- A. The Contractor agrees to provide State employees and Optional Users *short term (ST) and/or long term (LT)* statewide and national commercial car rental (CCR) services for official State business.
- B. The Contractor must maintain a participating location and provide express service at the seventeen (17) California airport and high volume off airport locations shown below:
  - 1) Sacramento (SMF)
  - 2) Ontario (ONT)
  - 3) Burbank (BUR)
  - 4) San Diego (SAN)
  - 5) Los Angeles (LAX)
  - 6) Orange County (SNA)
  - 7) Oakland (OAK)
  - 8) Fresno (FAT)
  - 9) San Francisco (SFO)
  - 10) San Jose (SJC)
  - 11) San Luis Obispo (SBP)

**EXHIBIT A**

- 12) Long Beach (LGB)
- 13) Santa Rosa (STS)
- 14) Monterey (MRY)
- 15) Downtown Sacramento
- 16) Elk Grove
- 17) Redding

- C. All Participating Locations, hours of operation and express service availability are identified in **Attachment 2** hereby incorporated by reference and made part of this agreement as if attached hereto. Full compliance with the terms of this Agreement is required of the Contractor and all its Participating Locations listed in **Attachment 2**. Contractor shall provide the Statewide Travel Program, Contract Administrator an updated listing of Participating Locations as part of the Quarterly Review process.
- D. The rates specified in **Exhibit F (ST)** and/or **Exhibit G (LT)** are in effect for the current contract term; however, Contractor may request a price increase for contract extensions in accordance with the following procedure:
  - 1) The State may authorize rate increases should the State decide to execute the option to extend the contract(s). The rate price increase shall in no case exceed the Consumer Price Index (CPI) for the previous calendar year. A written request for the rate increase must be submitted to the DGS/STP Contract Administrator at least ninety (90) days prior to the effective date. The CPI is calculated according to the Consumer Annual Average for California which Contractor will find at the State of California, Department of Finance, Economic Research Section, Sacramento, California, telephone number (916) 322-2263.

**3. TERM**

- A. The term of this contract is upon execution of the contract through December 31, 2017. This Agreement cannot be considered binding on either party until contract execution. This contract is considered executed upon approval by DGS, Office of Legal Services.
- B. *Direct billing accounts set up and online reservation verification activities will commence as stated in the Schedule contained in the Contractor's Technical Proposal, **Attachment 1**. Such activities shall begin at least thirty (30) days prior to Period of Performance stated in Paragraph C. below. (ST)*
- C. The Period of Performance for providing statewide commercial car rental services shall be January 1, 2016 through December 31, 2017. 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.

**EXHIBIT A****4. RESERVATIONS**

- A. Contractor shall fulfill all rental vehicle requests from State employees and Optional users made through the authorized *short term (ST)*, *long term (LT)* or emergency reservation process.
- B. *Short Term Vehicles (ST)*
- 1) *Contractor shall load CALIFORINA STATE CONTRACT RATES and contract terms for all participating locations listed in **Attachment 2** into the Global Distribution System (GDS). The State of California will verify online booking tool contains appropriate BASE RATES at a random number of participating locations prior to the Period of Performance for providing statewide commercial car rental services.*
  - 2) *Except during an emergency, reservations can only be made through the online booking tool or through the State's authorized travel agency.*
  - 3) *Contractor will not charge the State more than the contract rates set forth in **Exhibit F**.*
  - 4) *Rates shown in **Exhibit F** must be available at all California and national locations shown in **Attachment 2**.*
- C. *Long Term Vehicles (LT)*
- 1) *State employees and Optional Users shall make all long term reservations directly with the Contractor. Contractor shall provide a contact for State and Optional Users to book all long term reservations. However, in the future at the State's option, the Contractor may be required to load long term rates into the GDS. The State shall formally notify the Contractor in writing should long term rates and contract terms require entry into the GDS and be made available at all participating locations listed in **Attachment 2**.*
  - 2) *State long term vehicle rentals require advance approval from OFAM. Prior to fulfilling a long-term reservation, Contractor must receive an approval form that has been signed by the OFAM Chief, and/or Assistant Chief or delegate prior to fulfilling long term vehicle reservations. This process will not apply to Optional Users.*
  - 3) *Contractor will not charge the State more than the contract rates set forth in **Exhibit G**.*
  - 4) *Rates shown in **Exhibit G** must be available at all California and national locations shown in **Attachment 2**.*
  - 5) *Contractor shall create direct billing accounts as needed to fulfill a reservation.*
- D. *Emergency Vehicles*
- 1) *State employees shall make all emergency reservations directly with the Contractor and as further described in Contractor's **Technical Proposal, Attachment 1-** Section IV. Emergencies.*

**EXHIBIT A**

- 2) Contractor must fulfill requests for emergency vehicles within eight (8) hours.
- 3) When multiple entities are responding to an emergency Contractor shall grant recognized public agencies as ordered in the State of California Governor declared "Proclamation of a State of Emergency" priority consideration when fulfilling emergency vehicle reservations.

**5. CONTRACT ADMINISTRATION**

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

DGS/STP Contract Administrator  
 XXXXXXXXXXXXXXXX  
 707 3<sup>rd</sup> Street, MS 600  
 West Sacramento, CA 95605  
 PH: (916) 376-XXXX  
 FAX: (916) 376-XXXX  
 Email: [XXXXXXXX@dgs.ca.gov](mailto:XXXXXXXX@dgs.ca.gov)

Contractor's Contract Administrator  
 TBD

**6. PERFORMANCE**

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

**EXHIBIT A****7. DEFINITIONS**

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

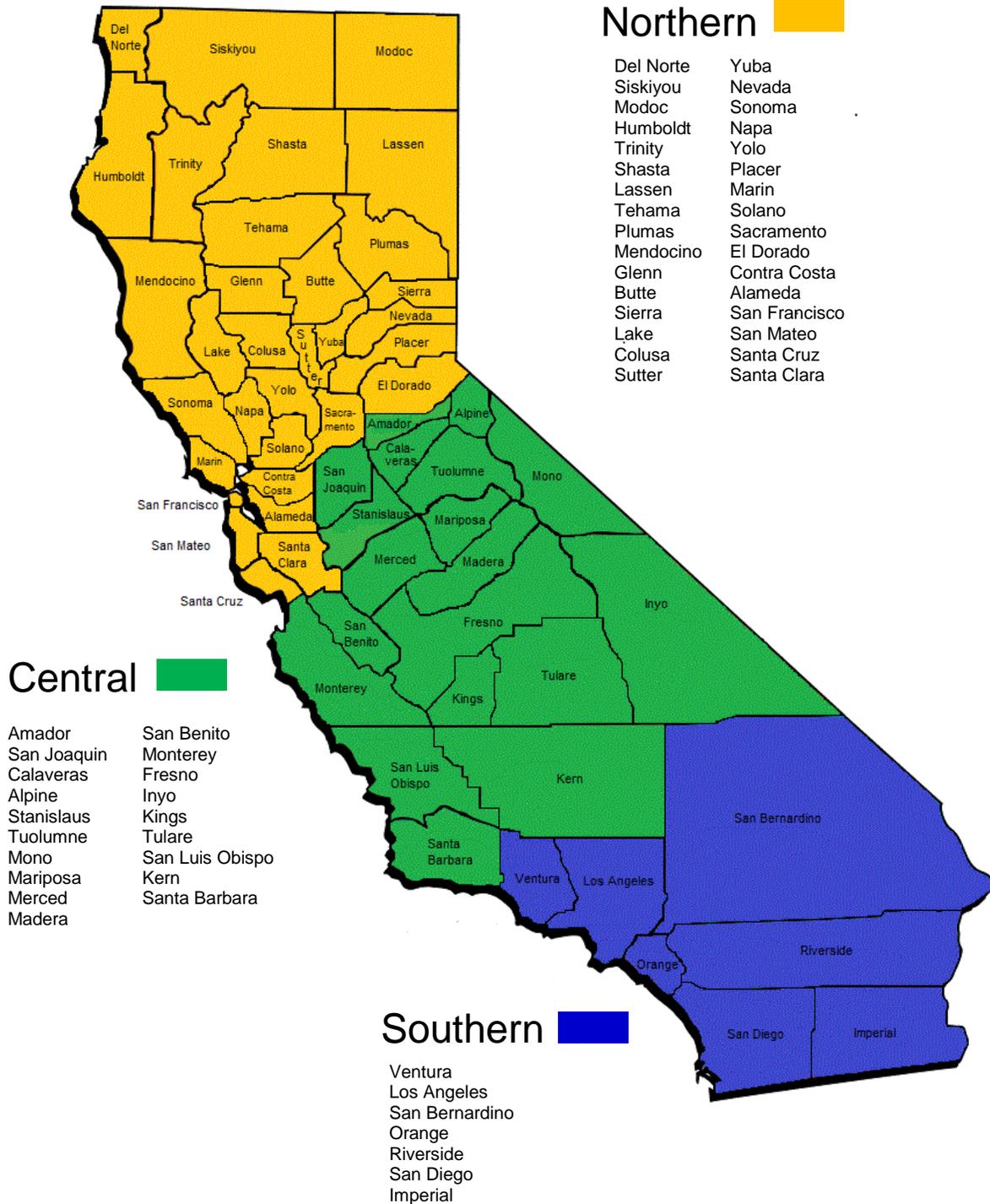
- 1) STATE EMPLOYEE - a State employee is an officer or employee of the Executive Branch of California State Government.
- 2) OPTIONAL USERS - In addition to the officers and employees of the Executive Branch, the following may, but are not required to, obtain services under these contracts providing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

**EXHIBIT A**

- B. BASE RATE - The charge for vehicle rental not including transactional taxes, fees and surcharges.
- C. CITY AND SUBURBAN LOCATIONS – Any location that does not meet the definition of on-airport or off-airport location shall be referred to as a city or suburban location. These locations participating in the State of California program will comply with the provisions of this Agreement.
- D. DAILY BASE RATE - The Base Rate charge per day (24 hours) for vehicle rental.
- E. EMERGENCY - An urgent circumstance officially identified by the Governor of the State of California as a “Proclamation of a State of Emergency” and requiring an immediate response by recognized public agencies as ordered in the Proclamation.
- F. EXPRESS SERVICE – No service counter contact is required to pick up a reserved vehicle. At airport locations renter is transported directly to a pre-selected vehicle via a shuttle. At non airport locations renter is able to identify, and proceed directly to a pre-selected vehicle. Rental agreement and key are in vehicle. Driver’s license checks can be done at the gate, at the Express Service counter where available, by a roving employee of the Contractor or in any manner consistent with industry/government laws, rules, and regulations. This will not be applicable for long term rentals.
- G. GLOBAL DISTRIBUTION SYSTEM (GDS) – The automated reservation systems used by the commercial travel industry for booking available vehicles, e.g., Sabre, Galileo/Apollo, Worldspan, Amadeus, etc.
- H. LONG TERM RENTAL – *Transaction where rental period is at least thirty (30) days. State long term rentals require the advance approval by OFAM, Chief and/or Assistant Chief or delegate prior to fulfilling reservation. (LT)*
- I. MAX CAP RATE (MCR) DAILY – *The maximum daily rate Contractor can charge per vehicle class type rented at any airport. It is comprised of the Daily Base Rate plus fees as applicable to a specific airport, up to the maximum rate. Sales tax and refueling charges are not included in the Rate. (ST)*
- J. MONTHLY BASE RATE - *The Base Rate charge per month [thirty (30) continuous days] for vehicle rental. (LT)*
- K. NORTHERN, CENTRAL AND SOUTHERN LOCATIONS – The map below defines the regions the State identifies as Northern, Central and Southern California locations.

**EXHIBIT A**

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



**EXHIBIT A**

- L. OFF-AIRPORT LOCATION – Office located outside the airport terminal property or an area so designated specifically for car rental services for the airport. Shuttle services are provided for these locations. Hours of operation for an off-airport location or office shall be consistent with normal business hours.
- M. ON-AIRPORT LOCATION - Office located within the airport terminal, or an area within the airport property so designated specifically for car rental services. Vehicles may be located in a satellite location. Hours of operation for an on-airport location or office shall be consistent with airport operating hours.
- N. OVERAGE CHARGE – Incremental overtime charge Contractor can apply for vehicles returned outside of the rental period.
- O. PARTICIPATING LOCATIONS – Contractor locations that offer vehicles for rent under the terms and conditions of this Agreement.
- P. SHORT TERM RENTAL - Transaction where rental period is less than thirty (30) days.
- Q. WEEKLY BASE RATE - The Base Rate charge per week [seven (7) continuous days] for vehicle rental.

**8. DESCRIPTION OF SERVICES****A. RENTAL OFFICES**

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

**B. RENTAL AGREEMENT PROCEDURES**

- 1) Contractor shall fulfill all rental vehicle requests from State employees and Optional users made through the authorized *short term (ST)*, *long term (LT)* or emergency reservation process. Persons who are 21 or older are authorized to operate vehicles rented under this Agreement and, if properly licensed, include the renter, and without additional charge, the renter's fellow employees traveling on official State business. Such additional drivers need not be listed on the rental agreement.
- 2) The vehicle to be rented will be ready for dispatch with a full tank of gas, to the extent possible. The renter will be furnished a copy of the Contractor's rental agreement and will not be bound by any stipulation therein which is inconsistent with this Agreement.
- 3) The Contractor shall provide market fuel prices for any vehicle returned with less than the level of fuel it had when the renter picked it up. This rate will not exceed the

## EXHIBIT A

U.S. and Energy Administration weekly average rate as published at <http://www.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. In accordance with the California State Constitution, Article 16, section 6, prepayment is not allowed under any circumstance.

- 4) The Contractor will provide a toll free number for State employees, in the event of an accident and/or a vehicle becomes inoperable and a replacement vehicle is required. The Contractor shall be available to provide instructions for the disposition of the disabled vehicle.
- 5) At the completion of each rental, the Contractor will provide an itemized receipt of services that will contain all charges for the vehicle. The receipt should also contain the renters name and information provided prior to the rental. Should a credit be issued, the Contractor will provide receipt reflecting such correction at the time of vehicle return.

### C. VEHICLE REQUIREMENT

Rental vehicles will be properly licensed, clean and maintained in a safe operating condition, be no more than two (2) years old, and have no more than 40,000 miles on the odometer. Pickup Trucks and 4WD pickup trucks should be at least ½ ton, full-size, two door regular cab with a 6' bed. Minivans must contain at least seven (7) seatbelts to accommodate a driver and six (6) passengers. The Contractor shall provide vehicles with no advance notice with the exception of American with Disabilities Act vehicles.

### D. AVAILABLE INVENTORY FOR STATE EMERGENCY VEHICLES

- 1) Short term Contractor shall maintain a vehicle inventory capable of meeting the State's vehicle rental needs necessary to respond to emergencies. Contractor may be required to relocate inventory from other participating locations to meet such demands. The State shall not be responsible for costs incurred by the Contractor to relocate vehicles in order to meet State emergency vehicle demands.
- 2) In the event the short term commercial car rental Contractor cannot meet emergency vehicle demands, the long term commercial car rental Contractor may be called upon to allow the State to rent vehicles for less than thirty (30) days at the open market rates applicable at the time of actual car rental.
- 3) If a single Contractor is awarded both short term and long term commercial car rental services agreements, Section D. 2) above shall be of no effect under this Agreement.

### E. ULTRA LOW EMISSION VEHICLES

The Contractor shall provide California certified Ultra Low Emission Vehicles (ULEV) in one of the following sizes: compact, mid-size or intermediate, at the contract rate. The California Air Resources Board Drive Clean web page <http://www.driveclean.ca.gov/> is a searchable tool for ULEV identification.

**EXHIBIT A****F. ZERO EMISSION VEHICLES**

Where available, the Contractor shall provide Zero Emission Vehicles (ZEVs) that emit no tailpipe pollutants from the onboard source of power. Available ZEV's must be loaded in the GDS.

**G. MAINTENANCE AND REPAIR**

All maintenance and repair of the rented vehicles will be the responsibility of the Contractor. For *long term* (LT) 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.

**H. AMERICAN WITH DISABILITIES ACT (ADA)**

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

**I. REVENUE SHARE**

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

**J. REPORTS**

1. **REPORTING REQUIREMENTS:** Reporting required will include *short term* (ST), *long term* (LT) and monthly reconciliation reports. Contractor will submit data utilizing the sample formats provided or in another format provided by the contractor and approved by the State. Reports must be in Excel format or another format where data can be sorted and manipulated. The data categories identified will be supplied in each report. Additional data categories and reports may be requested by the State in order to capture transaction detail and/or account performance. All reports will capture all transaction detail with a minimum of the following categories:
  - Agency Name
  - Driver Name
  - Check-out location and Check in location and dates (separate columns)
  - Total Days Rented
  - Miles Driven (odometer in/out)

**EXHIBIT A**

- Car Class (Vehicle Car Type)
- Rate Used (Daily, Hourly, Weekly, Monthly)
- Fuel Charges
- Other Charges
- Taxes/Fees
- Total Billed Charges
- Make, Model, Year, License Plate #, VIN# (separate columns)
- Invoice #, Billing #, Reservation # (separate columns)

2. REPORTS FOR ALL CONTRACT USE / SHORT TERM – The Contractor will provide one electronic report to the DGS/STP by the 25<sup>th</sup> day after the preceding month that includes all short term transactions under the contract with, at a minimum, the data categories identified above. The report must separate and total State transactions and Optional User transactions. (ST)

All Contract Use / Short Term Rental Report																							
Agency Name	Renter Name	Rental City	Date Out	Date In	Total Days	Miles Driven	Car Class	Daily Rate	Hourly Rate	Weekly Rate	Sales Tax	Fuel	Other taxes/fees	Credits	Total Amt Due	Cost Code	Time Out	Time In	Rental Office Address	Rental State	Year	Make	Model
SAMPLE																							

3. REPORTS FOR ALL CONTRACT USE / LONG TERM – The Contractor will provide one electronic report to the DGS/STP by the 25<sup>th</sup> day after the preceding month that includes all long term transactions under the contract with, at a minimum, the data categories identified above. The report must separate and total State transactions and Optional User transactions. (LT)

All Contract Use / Long Term Rental Report																					
Agency Name	Renter Name	Date Out	Date In	Total Days	Odometer In/Out	Miles Driven	Car Class	License Plate #	VIN #	Monthly Rate	Weekly Rate	Daily Rate	Sales Tax	Fuel	Other taxes/fees	Total Amt Due	Vehicle Type	Make	Model	Year	Date Approved by OFAM
SAMPLE																					

4. REPORTS FOR MONTHLY RECONCILIATION – The Contractor will email monthly reconciliation reports to each State department and Optional User for billing reconciliation. The STP Contract administrator must receive a copy of these reports at time of delivery. These reports use a similar format and contain the same minimum data requirements with additional data fields to capture additional rental time, adjustments and car class requested/received.

**EXHIBIT A**

Reconciliation Report																								
Department Name: _____ Account Number: _____ Invoice Date: _____ Vendor Name: _____																								
Invoice Number	Renter Name	Date Out	Date In	Total Days	Time Out	Time In	Total Rental Time	Rental Office Address	Odometer In/Out	Total Miles	Base Rate Daily, Weekly,	Additional Time Charges (Hourly)	Sales Tax	Fuel	Other Taxes/Fees	Total Amt Due	Adjustments	Requested Car Class	Car Class Rcvd	License Plate #	Make	Model	Year	Color
SAMPLE																								

5. The State will work with the Contractor to establish an acceptable reporting and delivery format.
6. The Contractor will provide additional detailed transaction reports as needed.
7. File Transfer Protocol (FTP) – If the Contractor supports FTP the Contractor shall set up an FTP account for the DGS and provide a download schedule. Data must be delivered by email.
8. QUARTERLY REVIEW:
  - a. The Contractor will meet quarterly with DGS/STP to review services, data reports, and projected revenue in the month succeeding the quarter in review. A quarterly meeting schedule will be established once Agreement is executed.
  - b. The Contractor shall provide the DGS/STP Contract Administrator an updated listing of Participating Locations.
  - c. The DGS/STP may periodically review airport fees with the Contractor to substantiate that the State of California is subject to fees listed on rental receipts.

**K. MARKETING AND PROMOTIONAL ADS**

All marketing and promotional ads regarding this contract must receive written approval by the DGS/STP Contractor Administrator, prior to distribution.

**EXHIBIT B**

*THE FINAL AGREEMENT MAY BE MODIFIED TO REFLECT CONTRACTOR'S RESPONSIBILITIES BASED ON SHORT TERM OR LONG TERM CONTRACT AWARD(S). PROVISIONS SHOWN IN ITALICS AND IDENTIFIED WITH PARENTHESIS AS EITHER SHORT TERM (ST) OR LONG TERM (LT) PROVISIONS ARE VARIABLE ELEMENTS APPLICABLE TO EITHER ST OR LT COMMERCIAL CAR RENTAL SERVICES.*

**BUDGET DETAIL AND PAYMENT PROVISIONS****A. RATES**

1. 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 will not be subject to blackout dates or a minimum rental period. If the Contractor provides a vehicle not included in **Exhibit F** (ST) and/or **Exhibit G** (LT) the terms and conditions of this Agreement will still apply.
2. The Contractor will not charge additional fees for all one-way domestic rentals.
3. There will be no late, no show, energy recouping and/or cancellation fees charged to State employees and Optional Users.
4. Short Term Rates (ST)
  - a) *The Daily Base Rate, Weekly Base Rate, and Maximum Cap Rate Daily, (as applicable), are set forth in **Exhibit F** and displayed in the GDS.*
  - b) *The vehicle must be returned with the same level of fuel it had when the renter picked it up, or the Contractor shall charge market fuel prices for vehicle refueling without requiring pre-payment. ZEV rate includes all charging costs. The renter is not required to return the ZEV at the same level of charge it had when it was picked up.*
  - c) *Applicable fees vary per airport. The State will not pay any fees for which it is exempted. Specific airport fees must be itemized in renter's receipt. If the Daily Base rate plus applicable airport fees is lower than the MCR, Contractor shall charge the lower amount. If the Daily Rate plus applicable fees is higher than the MCR, Contractor shall charge the MCR.*
5. Long Term Rates (LT)
  - a) *If long term rental procedures outlined in Exhibit A, Section 4. C.2. are followed, the monthly Base Rate shall apply provided the rental period is at least thirty (30) days. After the initial thirty (30) days, the rental vehicle will incur charges based on the daily or weekly rates provided in **Exhibit G**.*
  - b) *The vehicle must be returned with the same level of fuel it had when the renter picked it up, or the Contractor shall charge market fuel prices, for vehicle refueling without*

**EXHIBIT B**

*requiring pre-payment. The renter is not required to return a ZEV at the same level of charge it had when it was picked up.*

**6. Overage Charges**

- a) *For short term vehicles rented on a daily or weekly basis, if overage charges apply for vehicles returned outside the rental period, the Contractor will charge one-third (1/3) of the Daily Base Rate per hour until the maximum Daily Base Rate is reached. (ST)*
- b) *For long term vehicles rented on a monthly basis, if overage charges apply for vehicles returned outside the rental period, the Contractor will charge the long term Daily Base Rate per day. (LT)*

**B. PAYMENT**

- 1. Payment by a State employee or Optional User must be made through the State's authorized Travel Payment System (TPS). Contractor acceptance of the TPS as the only authorized form of payment is mandatory.
- 2. **CHARGES AND BILLING:** The reservation will be made through the authorized *short term (ST), long term (LT)* or emergency reservation process utilizing an account identification number issued by the Contractor for each State or Optional User. The account identification number may contain: billing numbers that identify the traveler, the State or Optional User, the cost center, the Base Rate, and the insurance coverage. Monthly, the Contractor will charge all transactions to the TPS for payment. The State department or Optional User will receive a consolidated billing statement from TPS reflecting charges through the end of the billing cycle for that account. Detailed billing data shall come directly from the Contractor in accordance with Exhibit A., Section 8.J. REPORTS, including Agency Billing Code and Cost Center information. State and Optional Users are responsible for payment to the TPS.
- 3. Should the TPS change prior to the expiration of this Agreement, the DGS/STP Contract Administrator will notify the Contractor and provide new TPS account numbers.

**C. BILLING TO INDIVIDUAL DEPARTMENTS**

**THE CONTRACTOR WILL NOT BILL THE DGS/STP FOR VEHICLES RENTED BY EMPLOYEES OF OTHER OFFICES AND DEPARTMENTS.** The Contractor must invoice the employee's State department or Optional User direct billing account through the TPS and have an identified process for State departments and Optional Users to dispute incorrect charges.

**EXHIBIT D****SPECIAL 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 Contractor fails to meet the terms, conditions, and/or responsibilities of the

**EXHIBIT D**

contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

**4. COMPLIANCE WITH RECALL NOTIFICATIONS**

When the Contractor receives a recall notice to owners under Section 30118 of the Federal Motor Vehicle Safety Act pursuant to 49 CFR 577.5 from a manufacturer and the Vehicle Identification Number (VIN) allowing Contractor to identify vehicles subject to the recall, Contractor shall ground all such vehicles as soon as practicable. Pursuant to this policy such vehicles will not be made available for rental under the State of California contract until a remedy specified by the manufacturer has been completed.

**5. 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.

**6. RESOLUTION OF CONTRACT DISPUTES**

A. In the event of a dispute, Contractor will attempt resolution with the DGS/STP Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the DGS, Office of Fleet and Asset Management Office Chief within ten (10) days of the failed resolution at the following addresses:

Department of General Services  
Office of Fleet and Asset Management  
1700 National Drive  
Sacramento, CA 95834  
Attention: Office Chief

B. 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.

**7. EMPLOYMENT OF UNDOCUMENTED WORKERS**

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

**EXHIBIT D**

**8. SPECIFIC STATUTORY REFERENCE**

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

**9. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PARTICIPATION (WITHOUT GOALS)**

The State has established no goals for DVBE participation for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 *et seq.*, which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

**EXHIBIT E****INSURANCE TERMS AND CONDITIONS****1. GENERAL PROVISIONS APPLYING TO ALL POLICIES**

- A. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- D. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor’s obligations under the contract.
- H. Use of Subcontractors - In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured’s under Contractor’s insurance or supply evidence of subcontractor’s insurance to The State equal to policies, coverages, and limits required of Contractor.

**2. THIRD PARTY LIABILITY 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

**EXHIBIT E**

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 \$300,000 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.

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

**3. CONTRACT INSURANCE REQUIREMENTS**

Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

- A. Third Party Liability Insurance – Contractor shall provide a certificate of insurance in the amount of \$300,000 per occurrence for bodily injury and property damage combined. The Certificate of insurance must include the following provisions in their entirety:

- 1) The State of California, its officers, agents, employees and servants are included as additional insureds, but only so far as the operations under this contract are concerned.
- 2) The Certificate Holder shall be:

The State of California  
 Department of General Services  
 Statewide Travel Program  
 707 3rd Street, MS 600  
 West Sacramento, CA 95605

- B. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property

**EXHIBIT E**

damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

- 1) The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.
- C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations.
- 1) A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

**4. LOSS OF OR DAMAGE TO VEHICLE**

- A. 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.
  - 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.

**EXHIBIT E**

- 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, such as off-road operation.

**5. DAMAGE LIABILITY**

State and Optional User 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 Agreement.

**6. BILLING FOR DAMAGES**

When loss or damage is due to an exception stated in Paragraph 4. LOSS OF OR DAMAGE TO VEHICLE above, the Contractor will submit its bills directly to the State employee's department or Optional User agency. If the State department or Optional User agency denies liability on the basis that the 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 employee. Claims for damage to a vehicle will not include amounts for loss of use.

**EXHIBIT F (ST)**

**SHORT TERM RENTAL COST TABLE  
(BASE RATES)**

**Complete the table below:** Enter the Daily, Weekly and Maximum Cap Rate Daily rate for each VCT in U.S. dollars and cents up to two (2) decimal digits. If offering more than minimum Revenue Share percentage, enter a percentage on Additional Revenue Share line.

<b>VEHICLE CLASS TYPE:</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MAXIMUM CAP RATE DAILY</b>
<b>Compact</b>	\$	\$	\$
<b>Mid-Size/Intermediate</b>	\$	\$	\$
<b>Full-Size</b>	\$	\$	\$
<b>Mini Van</b>	\$	\$	\$
<b>Four Wheel Drive (4WD)/Sport Utility Vehicle</b>	\$	\$	\$
<b>Pick Up Truck</b>	\$	\$	\$
<b>Ultra Low Emission Vehicle</b>	\$	\$	\$
<b>Zero Emission Vehicle</b>	\$	\$	\$

<b>REVENUE SHARE</b>	<b>Percent of all Base Rate Charges per Quarter</b>
Minimum Requirement:	3%
Additional Revenue Share above 3%: (i.e. 0.70% )	
Total Revenue Share: (i.e. 3.70%)	

**EXHIBIT G (LT)**

**LONG TERM RENTAL COST TABLE  
(BASE RATES)**

**Complete the table below:** Enter the Daily, Weekly and Monthly rate for each VCT in U.S. dollars and cents up to two (2) decimal digits. If offering more than minimum Revenue Share percentage, enter a percentage on Additional Revenue Share line.

<b>VEHICLE CLASS TYPE (VCT):</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>
<b>Compact</b>	\$	\$	\$
<b>Mid-Size/Intermediate</b>	\$	\$	\$
<b>Full-Size</b>	\$	\$	\$
<b>Mini Van</b>	\$	\$	\$
<b>Four Wheel Drive (4WD)/Sport Utility Vehicle</b>	\$	\$	\$
<b>Pick Up Truck</b>	\$	\$	\$
<b>Ultra Low Emission Vehicle</b>	\$	\$	\$
<b>Zero Emission Vehicle</b>	\$	\$	\$

<b>REVENUE SHARE</b>	<b>Percent of all Base Rate Charges per Quarter</b>
Minimum Requirement:	3%
Additional Revenue Share above 3%: (i.e. 0.70% )	
Total Revenue Share: (i.e. 3.70%)	