

RFB0319005010 Exhibit A - Rental Vehicle Requirements

Bidder will read and agree to the following rental vehicle requirements for this RFB. Any exceptions to the rental vehicle requirements must be noted and revised language provided in the bid. Bidder should not anticipate the negotiation of special terms and conditions in Exhibit A during the contracting period other than the noted exceptions provided in its Bid.

Section 1 – Rental Vehicle Requirements

3.1 Rental Conditions

The RFB is for the purpose of rental or lease and nothing herein contained may be construed as transferring to the State any ownership right, title, or interest in or to any vehicle rented hereunder. The State is not granted hereby and must not have any right or option hereunder to purchase any rental vehicle either during the term or on expiration of a rental contract. **This is not a financing agreement.**

3.2 Bidder Requirements

Services listed below will be considered minimum and must be identified and addressed in your bid.

3.2.1 Bidders must be located in Iowa or within fifteen (15) miles of a bordering state in order to perform vehicle services to perform vehicle servicing.

3.2.2 Bidder must include unlimited mileage in the daily, weekly, and monthly, lease standard rental and emergency rental rates for all rental vehicles listed in Section 3.8

3.2.3 Bidder is not guaranteed a maximum or minimum number of rental days or vehicle rentals in the resulting contract(s).

3.2.4 Bidder must accept rental orders of one (1) or more vehicles. All rates must be priced for single vehicle rental pricing.

3.3 State and Driver Requirements

3.3.1 Bidder must allow more than one authorized Driver to drive a rental truck under the same terms and conditions.

3.3.2 Driver must not allow anyone other than the properly authorized Driver to operate a rented truck

3.3.3 Rental Vehicle Non-allowed Use

- A Driver who is under the influence of alcohol or any prohibited drugs.
- For any illegal purpose.

- To push or tow another truck unless the truck is equipped for towing and is specified to do so in the rental agreement.
- To carry passengers or property for hire, in a test, race or contest.
- To be operated by unlicensed State employees.
- A person other than an authorized Driver outside of the United States except where such use is specifically authorized by the Contract.
- Off paved, graded or maintained roads, or driveways, except when the Bidder has agreed to this in writing beforehand.
- A Driver who allows more passengers to occupy the truck than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.
- The State must not use passenger vans with a capacity of 10 or more passengers to transport children in the twelfth (12th) grade or younger for school related functions.
- The State must not operate or use passenger vans with a capacity of 10 or more passengers in the in the District of Columbia, the States of Florida, Iowa, Maine, Massachusetts, New York, and Rhode Island.

3.4 Standard Vehicle Requirements

3.4.1 Bidder must be responsible for all maintenance and operating expenses for the vehicle rentals.

3.4.2 Minimum Equipment Required

Minimum standard equipment must include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags (if available from manufacturer) and all season radial tires. Bidder must equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances. **NO AIR BRAKES.**

3.4.3 Vehicle Condition Requirements

Bidder must only provide the State with rental vehicles three model years old or newer with fewer than 40,000 miles and be in good working condition (systems and physical body) and have received routine maintenance as required by the manufacturer.) Bidder must certify that odometer and original miles are the same and are accurate. At the

time of rental, vehicles rented to the State will meet all State of Iowa DOT and Federal safety requirements and all safety recall modifications must have been completed.

3.4.4 Vehicle Fluids and Physical condition upon Vehicle Pickup

At time of vehicle pickup, Bidder must provide to the Driver a vehicle with a full tank of gas; proper fluid levels; coolant protected to –20 degrees; and in clean condition (inside and out). All vehicles should be in a like-new condition with no body damage or mechanical problems.

3.4.5 Vehicle Upgrades Due to Unavailability

If the vehicle size classification reserved by the State and/or Driver is not available at the time of vehicle pickup, the State and/or Driver will be so advised and offered an upgrade at no additional cost

3.4.6 The decision of the State will be final in determining the acceptability of any vehicles not fully meeting the specifications.

3.4.7 Bidder must provide the State and Driver a list of inspection items and instructions that the Driver should perform.

3.4.8 Bidder must provide Driver instruction on the proper and safe operation of equipment at no additional cost.

3.4.9 Bidder must equip rental Vehicle with snow tires as appropriate and furnished with an ice scraper in inclement winter weather, upon request by the State or Driver

3.4.10 Bidder must provide first aid kits, flares and fire extinguishers with the rental vehicle on request from and at no additional cost to the Driver or State.

3.5 Requirements for Availability of EMERGENCY Rental Vehicles

The State of Iowa must respond to emergency events, such as flooding, tornados and public health events. These events may require deployment of short term rental vehicles.

3.5.1 The need for deployed vehicles may be as high as six (6) box trucks and three (3) pickups at one time or more from a single location.

3.5.2 The deployment of these trucks may be required during any type of weather event or public health emergency or disaster at any time of day or night. **Therefore, the State of Iowa requires 24 hour, 7 days a week, 365 day per year availability for these emergency rental vehicles. This means that the state will require the Bidder to provide a 24/7 telephone number to call for emergency rentals.**

- 3.5.3** Once the Bidder is notified of the need for emergency vehicle rentals, the State requires the equipment to be made available within a **2-4** hour time frame from initial request. The State of Iowa reserves the right to seek services from other contracted Bidders if equipment is not available from Bidder within **2-4** hours of the request by the State.
- 3.5.4** Should a disaster occur in the area which the Bidder is located, Bidder will explain if they have the capability to provide vehicles from outside the affected area and the approximate maximum length of time needed for delivery.
- 3.5.5** All emergency rental vehicles found to be deficient after pick up or receipt of the vehicles by the State period must be returned and replaced with fully functional vehicles of similar model and/or size at Bidders expense within two hours of State notification.
- 3.5.6** Bidder is responsible for having sufficient inventory of rental vehicles within the areas indicated in Iowa or a bordering state to accommodate the rental vehicles needs of the State.

3.6 Roadside Assistance and Accident Response

- 3.6.1** The Bidder must provide emergency road service for rental vehicles, including towing service for disabled vehicles the Bidder has rented to the State.
- The Bidder must have staff on call to expeditiously handle vehicle breakdowns.
 - The Bidder must be responsible for all towing charges incurred.
 - Bidder is responsible for replacing the disabled vehicle at Bidder's expense with a fully functional vehicle of similar model and/or size within four (4) hours of receipt of emergency service call from the State (to a location determined by the State or Driver) unless all routes needed to reach the stranded vehicle are impassable.
 - Bidder must be responsible for all repairs of the vehicle.
- 3.6.2** Bidder must immediately replace trucks that, in the State or Driver's judgement, become impaired or unsafe to operate at no additional charge,
- 3.6.3** Bidder must provide procedures for roadside assistance dispatch and monitoring to stranded State drivers.
- 3.6.4** The State will require Driver to promptly notify the Bidder of all accidents involving any truck in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damaged, the place at which Bidder may examine the truck and such other

information as may be known by the Driver, and must promptly advise Bidder of all third party correspondence, papers, notices and documents delivered to the Driver in connection with any claim or demand involving or relating to any truck or its operation. State and Driver must reasonably cooperate with Bidder in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

3.6.5 Bidder must track all accident and incidents involving the use of rented vehicles used by the State. Include procedures the State drivers must follow to report accidents, as well as your procedures for forwarding information to the State. Bidder must call to the attention of the head of the State to which a motor vehicle has been assigned, any evidence of the mishandling or misuse of a rented motor vehicle. This includes traffic violations.

3.6.6 Bidder must be responsible for processing accident repairs including appraisals, obtaining repair bids, transportation of vehicle to and from repair site, repair quality and timeliness. Bidder must be responsible for administration, including the payment of invoices. Bidder must provide all documentation regarding vehicle accidents to the State upon request.

3.7 Vehicle Reservation Systems and Vehicle Rental Orders

3.7.1 DAS Fleet Services is the only authorized entity who can make rental reservations for Executive Branch Agencies. Political subdivisions will provide the successful bidder(s) with their respective guidelines for rental reservations.

3.7.2 An authorized representative from DAS Fleet Services or political subdivision must request the specific rental vehicle needed by telephone or other means available. A written confirmation of the order must be sent via email. The email must outline the requested rental vehicle, the anticipated rental term, and the delivery location (if applicable).

3.7.3 Bidder must have the capacity to allow for an adjustment in the rental term based on a change in need of the State.

3.7.4 Bidder must accept reservations made at least forty eight (48) hours in advance on local rentals and seven (7) calendar days in advance on one way rentals.

3.7.5 Bidder must meet 95% percent of State reservations when forty eight (48) hours' notice of reservations is given by State.

3.7.6 If a reserved vehicle is not available at the time of pickup by the Driver, Bidder must substitute a vehicle of similar or greater quality at no additional cost. Bidder must note on the invoice that a vehicle of same or greater quality was substituted at same or lower price.

3.7.7 Bidder will hold a reserved vehicle for three (3) hours after the Driver's estimated time of arrival prior to release. Whenever possible, the State will advise the Bidder a minimum of eight (8) hours in advance of any change of travel plans necessitating vehicle cancellation or delayed pickup, however, in no situation must the State be liable for payment of "no shows". The State will cancel reservations in the same manner they were made when possible.

3.7.8 Rental Vehicle Cancellation

A reservation may be cancelled up to twenty four (24) hours prior to the scheduled pick up of the rental vehicle without additional costs to the state. Bidder will enter their cancellation fee for cancellations made within the twenty four (24) hour period before the scheduled rental on Attachment A.

3.7.9 Short Notice Reservations

Bidder must not charge additional fees for short notice reservations.

3.7.10 Bidder may maintain an internet reservation system where Driver is able to access the rates under the Contract.

3.8 Vehicle Pickup, Delivery and Return

3.8.1 Bidder will make all reasonable efforts to expedite the pickup and return of vehicles.

3.8.2 The authorized representative will specify either delivery to the DAS Fleet Service address or pickup by the State when the vehicle rental is initially reserved.

3.8.2.1 If the State requested pick up, the Bidder must provide a flat rate per vehicle for delivery within a 20 mile radius and a flat rate per vehicle price per mile (one way) charge for locations beyond the 20 mile radius. If delivery to DAS Fleet Services is requested pricing per mile for delivery will be entered. Google Maps will be the reference to determine mileage between the dealer's location and the State location. Bidder must submit delivery flat fee on Attachment A.

3.8.2.2 All vehicles will be delivered within the time frame requested by the State at time of order.

3.8.2.3 Exact mileage to the delivery location must be mutually agreed upon between the Bidder and the State and the delivery charges are to be listed as a separate line item on the invoice.

3.8.3 Bidder may request the Driver to sign and provide to the Driver a copy of the standard completed rental form solely to:

- Document the delivery of the vehicle DAS Fleet Services or State.
- Provide the time and place of return of the vehicle.
- The applicable Contract rates showing total charges to be billed for the rental.
- Method of payment of charges.

Outside of these specific items, no other terms and conditions contained in any rental form will apply to rentals under the Contract.

3.8.4 Bidder must hold the, State and Driver harmless from any physical damage, loss, vandalism, fire or theft of the truck provided truck was not used by the State or Driver in any manner listed in Section 3.3.

3.9 Liability for Rental Vehicle

Bidder shall hold the State, Purchasing Entity and Driver harmless from any physical damage, loss, vandalism, fire or theft of the rental vehicle provided rental vehicle was not used by the State, Purchasing Entity or Driver in any manner listed in Section 3.3. The Bidder shall not charge the State, Purchasing Entity or Traveler any collision/loss damage waiver fee. On behalf of itself and its franchisees, Bidder specifically waives any right to submit any claim against the State, Purchasing Entity or Driver for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Contract, provided rental vehicle was not used by the State, Purchasing Entity or Driver in any manner listed in Section 3.3. Notwithstanding above, Drivers shall not smoke in Contractors vehicles, and Driver may reasonably charge Purchasing Entity for any smoking damages caused by Traveler or Traveler's passengers in the vehicle while in Traveler's possession.

3.10 Liability Insurance for Rental Vehicle

Bidder shall provide supplemental liability insurance with each vehicle rental transaction at no additional cost to Purchasing Entity. This supplemental liability insurance shall extend third party liability protection to Purchasing Driver and Traveler in a combined single limit amount per

occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

3.11 Order of Precedence

In the event of any conflict or inconsistencies among Contract documents, the following order of precedence shall apply:

- A.** the terms and conditions of the Contract;
- B.** the pricing contained in the Contract;
- C.** the transaction details contained in the Standard Rental Form.

3.12 Rental Rates

3.12.1 Bidder must submit Standard Rental Rates and Emergency Rental Rates for vehicles specified in Section 3.3 Vehicle Class on Attachment A. Emergency rentals may be priced separately from the standard rental rate.

3.12.2 Standard Rental Rates include, but are not limited to, costs associated with the preparations of all paperwork necessary for vehicle rentals, gas, unlimited mileage, insurance, maintenance costs and any other miscellaneous fees.

3.12.3 Standard Rental Rates do not include costs of; local and state sales and federal excise taxes, airport concession fees, city surcharges or city differential fees applicable in certain cities, and do not include refueling charges, legislative or mandated taxes, bond issues imposed by government bodies or any additional optional charges that Traveler may purchase.

3.12.4 The State of Iowa is exempt from sales tax and federal excise tax.

3.12.5 Per House File 622, a vehicle license recovery fee may be separately charged on a vehicle rental transaction originating in Iowa to recover fees paid to this state by a rental company to license, title, register, and plate rental vehicles.

3.12.6 Rental rates do not begin to accrue until the State accepts delivery or possession of the vehicle, and will be payable only for the day the vehicle is in the State's possession, and must cease upon return of the vehicle to the Bidder.

3.12.7 One Way Rentals

Bidder must charge the Attachment A base rate and other allowable charges identified in Section 3.2 for a one-way vehicle rental as if a round trip rental. Bidder must not charge any drop fee or mileage charge for one way rentals of 500 miles or less. For one way rentals greater than 500 miles, Bidder may charge the lesser of Bidder's established

retail drop fee for the one way route or a mileage charge. The mileage charge for the one way rental will be the product of actual miles driven during the rental period times.

3.12.8 Hourly Overtime

Bidder may charge hourly overtime at one third of daily rental rate up to a maximum of the daily rental rate

3.12.9 Damage Waiver/Liability Coverage

All rentals include a Damage Waiver (DW) with zero (0) dollars deductible that will protect Regents Universities from financial responsibility for loss or damage to the rental vehicle. Damage Waiver relieves the renter of financial responsibility for such loss or damage, as well as additional charges levied by rental companies such as fees for the vehicle's loss of use or claims processing expenses. Damage Waiver will be null and void if the vehicle was used in a manner prohibited by the rental agreement (see). For clarification, the business use of vehicles rented under the Contract as fleet overflow vehicles does not constitute use as a vehicle for hire as stated in Paragraph 16.a(8) or the corresponding paragraph in Contractor's rental agreement. In addition, business use of vehicles on maintained graded gravel roads does not constitute use on an unpaved road as stated in Contractor's rental agreement.

All rentals automatically include liability protection that provides primary insurance coverage of One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident with an added Fifty Thousand Dollars (\$50,000) of property coverage. Such coverage shall protect Regents Universities from financial responsibility for third party accident claims, including bodily injury, death and property damage resulting from the use of vehicles rented under this Agreement. In addition, for an extra fee, Regents Universities may purchase Supplemental Liability Protection (SLP) that provides an additional One Million Dollars (\$1,000,000) Combined Single Limit per accident liability insurance coverage, protecting Regents Universities from financial responsibility for third party accident claims including bodily injury, death and property damage resulting from the use of vehicles rented under the Contract. When operated consistent with the terms of the Standard Rental Agreement, Contractor and any of its insurance carriers agree to a waiver of subrogation in favor of the Regents Universities and their Eligible Renters and AAD's of vehicles.

3.13 Rental Agreements

Bidder Rental receipts must clearly itemize all surcharges as separate line items on the rental agreement. Surcharges may be local and state sales and federal excise taxes, airport concession fees, city surcharges or city differential fees applicable in certain cities, and do not include refueling charges, legislative or mandated taxes, bond issues imposed by government bodies or any additional optional charges that are not included in the Base Rental Rates.