

## REQUEST FOR BIDS

### RFB COVER SHEET

#### Administrative Information

<b>Title of RFB</b>	Vehicle Rental Services for Fleet Overflow	<b>RFB Number</b>	RFB1119005046
<b>Agency</b>	Iowa Department of Administrative Services (DAS)		
<b>State Issuing Officer:</b> Nancy Wheelock Phone: 515-725-2268 Fax: 515-725-0038 E-mail: nancy.wheelock@iowa.gov			
<b>All Bids should be Mailed or Delivered to:</b> Nancy Wheelock Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105			
<b>PROCUREMENT TIMETABLE—Event or Action</b>		<b>Date/Time (Central Time)</b>	
State Posts Notice of RFB on TSB website		October 26, 2018	
State Issues RFB		October 29, 2018	
RFB written questions, requests for clarification, and suggested changes from Bidders due		November 5, 2018 3:00PM CST	
<b>Bids Due</b>		<b>November 15, 2018 3:00PM CST</b>	
***NO LATE BIDS WILL BE ACCEPTED***			
<b>Relevant Websites</b>			
Internet website where Addenda to this RFB will be posted <a href="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a>			
Internet website where contract terms and conditions are posted: <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a>			
Number of Copies of Bid Documents Required to be Submitted: 1 Original and 1 Digital each of all Vehicle Data Sheets, RFB Criteria Document and Insurance Certificate.			
<b>Firm Bid Terms</b> The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.			

# RFB1119005046 – Statewide Vehicle Rental Services

## SECTION 1 - INTRODUCTION

### 1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. If this document is not included with the bid response, the Bidder's bid may be disqualified.

### 1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

### 1.3 Request for Bid (RFB) Definitions

**Definitions** – For the purposes of this RFB and the resulting contract, the following terms shall mean:

**“Agency”** means the agency identified in the solicitation that is issuing the RFB and any other agency that purchases from the Contract.

**“Alternative Bid”** means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

**“Bid”** means the Bidder's bid submitted in response to the RFB.

**“Bidder”** means a vendor submitting a bid in response to this RFB.

**“Contract”** means the contract(s) entered into with the successful Bidder(s).

**“Lead Agency”** means the agency facilitating the procurement and establishing the Contract.

**“Participating Agency”** means the agency utilizing the established contract.

**“Political Subdivisions”** means cities, counties, and educational institutions.

**“Purchasing Entity”** means any state of Iowa agency, department, and division including the Iowa Department of Transportation and Regents Universities and also other governmental entities within the state of Iowa that chooses to purchase products and services under the terms of the resulting Contract for this RFB.

**“Responsible Bidder”** means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

**“Responsive Bid”** means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the Agency.

**“RFB”** means this Request for Bids and any addenda hereto.

**“State”** means the State of Iowa, the Agency identified in the solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

**“Traveler”** means the person authorized by the purchasing entity to operate vehicles rented under the Contract.

#### **1.4 Contract Term**

The initial term of the contract will begin December 1, 2018 and end on November 30, 2020. The Contract may be renewed by mutual agreement of both parties for two, two year renewal periods for a total contract term of six years. The resulting contract will be available to all State Agencies.

#### **1.5 Background Information**

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency’s and Participating Agencies’ benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

The Department of Administrative Services is conducting a bid for Vehicle Rental Services for rent to State of Iowa agencies, departments, and divisions including the Department of Transportation and Regents Universities. Other governmental entities will also have the ability to use the resulting contract(s). Bidder will provide overflow car rentals when State entities are unable to accommodate a rental request with their own fleets.

The purpose of this RFB is to provide a price agreement for RENTAL OF PASSENGER CARS, SPORT UTILITY VEHICLES, 7 PASSENGER MINI VANS, 12 PASSENGER VANS and optional vehicles classes such as CARGO VANS, LIGHT DUTY PICK-UP TRUCKS, and 15 PASSENGER VANS as listed in this RFB. This is a multiple-award opportunity.

The rental of vehicles to State of Iowa employees for personal use is an optional service offered in this bid. A separate account would be required for personal use rentals.

Contractor will provide overflow car rentals when Regents Universities are unable to accommodate a rental request with their own fleets.

The Department of Administrative Services intends to enter into a pricing agreement with the successful vendor. The pricing agreement will be for firm pricing for the initial term of the Contract. The Rental Vehicle Services Provider will provide service for State of Iowa personnel primarily within the State of Iowa but pricing must also be valid for use throughout the United States.

The State does not guarantee purchase of any amount or type of vehicle rental services under the resulting Contract.

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

The Issuing Officer identified in the solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

### 2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB through an addendum.

### 2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

### 2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment to the Bid must be submitted by the Bidder and received by the time set for the receipt of Bids.

### 2.5 Submission of Bids

The Agency must receive the Bid on or before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Emailed and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory specifications and requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

### 2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

## **2.7 Costs of Preparing the Bid**

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

## **2.8 Rejection of Bids**

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

## **2.9 Disqualification**

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

## **2.10 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change

the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

**2.11 Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid, to verify information contained in the Bid and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Bid.

**2.12 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the Bidder's financial stability, past or pending litigation, and other publicly available information.

**2.13 Verification of Bid Contents**

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

**2.14 Bid Clarification Process**

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.

**2.15 Disposition of Bids**

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

**2.16 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Bid be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

**2.17 Form 22 Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S BID. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.***

**2.18 Copyrights**

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

**2.19 Release of Claims**

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFB.

**2.20 Bidder Presentations**

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

**2.21 Evaluation of Bids Submitted**

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

**2.22 Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

**2.23 Determination of Responsible Bidder & Responsive Bid**

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.



**2.24 Evaluation Criteria**

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award. If the apparent successful Bidder fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

**2.26 Definition of Contract**

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

**2.27 Choice of Law and Forum**

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

**2.28 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders are responsible to determine the applicability of Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.29 Appeals**

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

**2.30 Unit Price**

If a discrepancy between the unit price and the item total exists, the unit price prevails.

**2.31 Price Adjustments to Term Contract(s)**

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

**2.32 Registration**

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

[https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

**2.33 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by November 5, 2018 no later than 3:00 pm central time (CT). Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

## SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

### 3.1 Mandatory Specifications

To be considered responsive, Bidder must meet the following mandatory specifications at the time of the bid opening. Bidder must check “Yes” or “No” to indicate whether they meet each of the following specifications. By indicating “Yes”, a Bidder agrees that it shall comply with that specification throughout the full term of the resulting Contract, if the Bidder is successful.

- 3.1.1** Bidder must be an established national car rental company with branch locations (locations owned and franchised locations) for vehicle pickup and return in Iowa and nationwide. Bidder shall provide a list of each of their Iowa locations that will participate in the Price Agreement with its Bid. The list should include the store number or name, address, phone number, and hours of operation if all stores do not have consistent hours of operation.

**Bidder has read and meets this specification:** Yes ☒ No ☐

#### BIDDER RESPONSE:

Enterprise and National have provided the operating hours and contact information of Iowa's rental locations in [Attachment – 3.1.1 Iowa Locations Information](#).

- 3.1.2** Bidder must have all required licenses, bonding, facilities, equipment, vehicles, and trained personnel necessary to perform the requirements specified in this Bid.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.3** Bidder must have a minimum of five (5) years of successful commercial experience providing rental car services comparable to those required under this Request for Bids.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.4** Bidder's personnel at all Bidder locations must be knowledgeable with the terms and conditions of the Price Agreement. Bidder must have service available to accommodate 95% of estimated total aggregate volume for State entities.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.5** All of Bidder's franchises shall operate under one corporate name. Bidder must assure 100 percent contract adherence at all locations in its bid. Bidder must have the capacity to bind all Bidder owned and franchised locations to the terms and conditions and pricing of the resulting Contract.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.6** Bidder must have nationwide direct billing capabilities.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.7** Bidder must have branch locations at all major commercial airline airports. The branch location may be an on-site, airport consolidated facility, or off site location within close proximity to the airport.

For branch locations located off airport grounds, Bidder must have a shuttle bus that runs a minimum of 15 minute incremental to and from airport and branch location. Branch locations serving major airports must remain open to meet the standard of 90% of all incoming flights. Shuttle busses must run when branches are open.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.8** Bidder must provide one main contract manager who will manage all of the services of this RFB and service issues not resolved at the local level.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.9** Bidder must have on-line booking capabilities. Bidder's rates for this RFB must be accessible through all major Global Distribution Systems (GDS).

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.10** Bidder must accept all major credit cards including central billing accounts for purchases via phone, internet or email.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.11** Bidder must offer unlimited mileage for vehicles for round trip rentals.

**Bidder has read and meets this specification:** Yes ☒ No ☐

#### **BIDDER RESPONSE:**

This will be offered for classes up to FCAR in addition to SFAR and minivans.

- 3.1.12** Bidder must rent vehicles to Travelers 18 years or older without additional fees or surcharges.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.13** Bidder must provide liability insurance and collision damage waiver at no additional cost for rentals within the United States. Contractor shall not charge any loss of use fees to the State, or Other Governmental Entity or Traveler for a rental vehicle operated in compliance with the terms of the Contract. Bidders shall include in Attachment #5 of the bid, the Bidder's fee for loss of use of a rental vehicle only when operated in a manner prohibited by the Contract.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.14** Bidder must be able to generate quarterly reports to view sales and rental history. These reports must be in Microsoft Excel format and include the date and location of rental, the purchasing entity and base and total cost of rental.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.15** Bidder must be able to generate quarterly reports showing at-fault accidents on vehicles caused by State entity Travelers.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.16** Bidder must have a 24 hour customer service number accessible by a toll free telephone number.

**Bidder has read and meets this specification:** Yes ☒ No ☐

- 3.1.17** Bidder must offer one way rentals of up 500 miles for no additional mileage or drop fees.

**Bidder has read and meets this specification:** Yes ☐ No ☒

#### **BIDDER RESPONSE:**

We ask that you review the attached pricing in addition to the below:

One-way rentals are inter-city rentals within the United States that are outside of established local rate zones. We offer one of the most extensive one-way rental networks in the industry, and a portion of our midsize and fullsize fleet is dedicated to inter-city rentals within the United States. Our one-way program offers more than convenience, it is a great way to control travel budgets and schedules for commercial accounts, especially for companies with scattered operations or rentals booked for multiple travelers.

One-way rental availability is determined at the time of reservation. Should a traveler need to make arrangements to return the vehicle to a different location other than what is specified in the rental agreement, the traveler must call the renting brand and advise us of their plans. At that time, the daily rental rate will be recalculated to the applicable one-way rate.

Enterprise offers a one-way rental solution at airports and select home-city locations. This option can be discussed in greater detail should this be desired. However, because National has such an extensive one-way network, we recommend using National for all of the State's one-way travel. A full list of the Local Rate Zones can be found in [Attachment – 3.1.1 Local Rate Zones](#).

### 3.1.18 Vehicle Fuel Level

At the time of pick up vehicle must be provided to the renter with a full tank of fuel. Vehicles must be returned to the rental location with a full tank of fuel. Purchasing Entities who do not return vehicles with a full tank of fuel will be charged at ten percent (10%) above the current market price for fuel.

**Bidder has read and meets this specification:** Yes ☐ No ☒

### BIDDER RESPONSE:

At all Enterprise and National airport locations, vehicles are provided with a full tank of gas. At off-airport locations, vehicles may be provided with less than a full tank of gas. If a vehicle is returned without the same level of fuel as when rented, the renter will be charged the refueling rate based on current local, per-gallon price, plus a fee of up to 50 percent. Corporate locations will cap the maximum refueling charge at \$2 per gallon above current per-gallon prices.

### 3.1.19 Vehicle Classes

Bidder must have the following required vehicle classes available for rent. The vehicles must be the same or an approved equivalent of the vehicles, as shown below. For purposes of size classifications, "intermediate" or "standard" is defined as a mid-sized four door sedan automobile capable of comfortably transporting four adult passengers and four pieces of luggage (luggage to fall within the size category of airline "carry on"). The vehicle provided for each class may vary during the life of the Contract. Bidder will provide a full list of the actual vehicle make and model available for each class in its bid. Bidder shall indicate which Optional Vehicle Classes it can provide and provide the vehicle make and model for those vehicle classes.

#### Required Vehicle Classes:

1. **Compact Sedans** – Nissan Versa, Ford Focus or similar
2. **Standard/Midsize Sedan** – VW Jetta, Kia Soul or similar
3. **Full Size Sedans** - Toyota Camry, Dodge Charger or similar
4. **7 Passenger Minivan** Dodge Caravan, Chrysler Pacifica or similar
5. **12 Passenger Vans** – Ford Transit Wagon or similar
6. **5 Passenger Midsize SUV** – Hyundai Santa Fe, Jeep Grand Cherokee or similar
7. **8 Passenger Large SUV** – GMC Yukon, Chevrolet Suburban, Ford Expedition or similar

#### Optional Vehicle Classes

Bidder shall indicate in its bid which optional vehicle classes, if any, it can provide from the list below:

8. **Cargo Vans** – Chevrolet Express Cargo or similar
9. **15 Passenger Van** – Ford Transit Wagon or similar
10. **Small Pickup** – Nissan Frontier or similar
11. **Standard Pickup** – Ford F150 or similar

Bidder will provide the number of vehicles in each class that are currently available for use in the state of Iowa in Attachment #6.

**Bidder has read and meets this specification:** Yes ☐ No ☒

### **BIDDER RESPONSE:**

Enterprise and National have more of the cars your business travelers need. With a wide range of vehicle classes to meet various needs, our fleet is equipped to comply with the State's business rental program requirements.

As a privately held company, it is not our standard business practice to share specific breakdowns regarding our fleet of more than 2 million vehicles.

At Enterprise and National, our fleet management process requires our operations and headquarters staff to analyze vehicle availability for each location on an hourly basis. Revenue management, the Fleet department, and the rental city closely monitor rental and reservation activity to determine appropriate levels of fleet inventory needed based on supply and demand. These processes allow us to ensure availability when a customer arrives.

**3.1.20** Rented vehicles shall receive routine maintenance and be inspected for safety and overall appearance periodically.

**Bidder has read and meets this specification:** Yes ☒ No ☐

**3.1.21** All vehicles assigned to the state shall be smoke free and shall have the appropriate signage in each vehicle issued to the state.

**Bidder has read and meets this specification:** Yes ☒ No ☐

**3.1.22** The Bidder shall call to the attention of the director (or designee) of an elected official or the head of any state agency to which a motor vehicle has been assigned any evidence of the mishandling or misuse of a leased and rented motor vehicle. This includes traffic violations.

**Bidder has read and meets this specification:** Yes ☒ No ☐

**3.1.23** Bidder shall have sufficient inventory of passenger vehicles within the state of Iowa to accommodate the needs of the state.

**Bidder has read and meets this specification:** Yes ☒ No ☐

**3.1.24** Bidder shall have adequate personnel in any county within the state of Iowa where rental activity can be supported to satisfy the terms and conditions of the Contract.

**Bidder has read and meets this specification:** Yes ☒ No ☐

### **3.2 Billing**

Bidder will bill the State purchasing entity directly unless instructed differently by the purchasing entity. Bidder must indicate the master agreement number on the invoice / billing statement to facilitate payment. For other governmental entities, Bidder will provide billing according to their specifications.

The Attachment #5 prices are exclusive 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. The State of Iowa is exempt from sales tax and federal excise tax. Contractor agrees to look only to the Purchasing Entity for payment of account charges.

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder. Unless such charges are in dispute, for amounts not paid within sixty (60) days after the end of the rental transaction or receipt of the invoice whichever is later, beginning with the sixty-first (61st) day the State purchasing entity agrees to pay a late charge of 1% per month, which is the maximum rate allowable by Iowa law.

### **3.3 Roadside Assistance**

Bidder shall check the box below for each of the services it provides. Costs for these services will be provided in Attachment #5. The bid price will be the maximum amount charged for each service.

- ☒ Key Replacement – Keys become lost or unusable due to damage, or routine use.
- ☒ Lockout Service – Driver needs access into vehicle when keys are locked inside
- ☒ Jump Start – Driver experiences a depleted battery and requires a jump start
- ☒ Flat Tire Service Assistance – Driver needs assistance replacing a flat or damaged tire
- ☒ Fuel Delivery – Driver runs out of gas

### **3.4 Hours of Operation, Reservations, Website Link**

**a. Bidder will enter its hours of operation for customer service calls:**

#### **BIDDER RESPONSE:**

Enterprise and National Roadside Assistance is available 24 hours a day, seven days a week.

Enterprise customer service can be reached 24 hours a day at 1-800-261-7331 or by email from the Enterprise website.

National's Account Customer Service team is available toll free at 1-800-468-3334 from 7 a.m. to 10 p.m. CST, seven days a week.



- b. Bidder will enter its hours of operation for vehicle pick-up and return.** If hours are different at various locations, Bidder will indicate this in its bid and include the hours of operation for each of the locations within the State of Iowa in its list of locations requested in Section 3.1.1 above.

**BIDDER RESPONSE:**

The elasticity of Enterprise and National's network allows each of our locations to have flexible operating hours according to the need of the location. Information about specific locations, including hours of operation, contact information, and directions to the facility may be found on our websites, [enterprise.com](http://enterprise.com) and [nationalcar.com](http://nationalcar.com).

Airport authorities govern daily business hours for most airport rental locations. At some of our busiest locations, Enterprise and National are open for your travelers 24 hours a day. Home-city locations are generally open from 8 a.m. until 5 p.m. Monday through Friday and 9 a.m. until noon on Saturday.

Enterprise and National have provided the operating hours of Iowa's rental locations in [Attachment – 3.1.1 Iowa Locations Information](#).

**After-Hours Return**

For locations that have a secured lot, renters are required to return vehicles during business hours.

At locations offering Express Return service, the renter need only follow a few simple procedures when returning a vehicle to the National lot after hours:

- Complete the Car Return Information in the Travel/RA folder, providing National with the odometer reading, date, time of return, and fuel tank level.
- Lock the vehicle and place the keys and the contract into the Travel/RA folder.
- Drop the folder in the Return box at the front of the counter.

After-hours returns may vary by location. Please contact the location directly for specific instructions.

Our rental station will mail the customer a return document or if the customer prefers (and provides a fax number on the Travel/RA folder), we will fax the return document.

At Enterprise off-airport locations, the vehicle return process may differ based on how Enterprise secures the vehicle return area. If the vehicle is at the location after hours, a receipt may be mailed, faxed, delivered, or accessed online. Enterprise receipts are always available to print 24 hours per day at [enterprise.com](http://enterprise.com) for any State of Iowa traveler.

- c. Bidder will provide its toll-free 800 number for making reservations:**

**BIDDER RESPONSE:**

Enterprise: 800-261-7331

National: 877-222-9058

- d. Bidder will provide the link to its online reservation website:**

**BIDDER RESPONSE:**

[enterprise.com](http://enterprise.com)

[nationalcar.com](http://nationalcar.com)

### 3.5 Optional State Employee Personal Rental Use

State employees may rent vehicles for personal use through the current vehicle rental contract. A separate account is set up for personal rental use and State employees must purchase their own rental insurance from the Contractor or provide proof of insurance coverage on their personal insurance policy. All terms and conditions of the business contract apply to the personal use vehicle rentals with the exception of the inclusion of rental insurance in the rental rates.

**Will Bidder provide a separate account for State employee personal rentals, yes or no?**

#### **BIDDER RESPONSE:**

Yes.

If yes, please provide the rental rates excluding insurance coverage in Attachment #5.

#### **BIDDER RESPONSE:**

The rates in our proposal will apply to:

- State employees on business or personal travel
- applicants to your company
- consultants
- contractors
- distributors
- independent agents
- training program participants.

These renters need only book using the State's Leisure Account Number. While renters on personal travel are eligible to receive your corporate rate, coverages will apply only to business-related rentals.

### 3.6 Implementation Timeframe

Bidder shall provide a timeframe for setting up the State's account(s) and having the pricing available online for reservation purposes.

#### **BIDDER RESPONSE:**

Enterprise Rent-A-Car and National Car Rental are the State's current car rental providers and have provided your agencies, departments, and divisions with a dedicated account management team and customer service representatives. Mandi Lockwood, your account manager is available to:

- Develop a customized program with contracted rates, terms, and provisions.
- Proactively manage your account.
- Provide ongoing support.
- Conduct account reviews.
- Personally address customer service issues.

All stages of the reimplementation and management processes are handled directly by your team with support from an administrative staff.

As part of the reimplementation process, we will announce your continued relationship with Enterprise and National to your organization. This will provide an opportunity for your new employees to enroll in Emerald Club and will help remind current travelers to rent using the State's Account Number.

Mandi will conduct regular meetings with the State to review the success of your rental program.

## SECTION 4 - FORM OF BID

**Instructions** – Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted on Attachment 3.

### 4.1 Bidder Information

Business Name:

**BIDDER RESPONSE:**

Enterprise Rent-A-Car and National Car Rental

Official Address:

**BIDDER RESPONSE:**

4509 Brady Street  
Davenport, IA 52806

Firm's State or Foreign Country of Residence:

**BIDDER RESPONSE:**

Iowa

Sales contact:

**BIDDER RESPONSE:**

Mandi Lockwood

Telephone Number:

**BIDDER RESPONSE:**

563-391-9999 Ext. 229

Fax Number:

**BIDDER RESPONSE:**

866-738-3231

Email:

**BIDDER RESPONSE:**

[Mandi.L.Lockwood@ehi.com](mailto:Mandi.L.Lockwood@ehi.com)

### 4.2 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the

Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in the solicitation, the special terms and condition of the solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder's objection or amendment in writing. The contract terms and conditions contained in the solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

**Bidder has read and agrees to this section:** Yes ☒ No ☐

#### 4.3 Terms and Conditions

The parties agree to comply with the terms and conditions provided on the Cover Sheet of this solicitation which are by this reference made a part of the Agreement. Should Bidder not agree to the general terms and conditions of this solicitation, Bidder shall submit exceptions and revisions to language with its bid.

**Bidder has read and agrees to this section:** Yes ☒ No ☐

#### 4.4 Bidder Experience

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of services sought by the solicitation.
- Describe the level of technical experience in providing the types of services sought by the solicitation.
- List all services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

#### **BIDDER RESPONSE:**

##### Executive Summary



Enterprise Rent-A-Car and National Car Rental are internationally recognized brands owned and operated by Enterprise Holdings. As North America's largest and most comprehensive car rental company, our brands operate a fleet of 2 million vehicles and a network of more than 10,000 car rental locations in neighborhoods and at airports worldwide. We lead the industry with more than 50 percent of the overall rental market in the U.S. and Canada.

## History

In 1957, Enterprise Rent-A-Car opened its doors and became known for low rates, neighborhood convenience, and outstanding service. Pioneering customer service and location expansion led Enterprise to develop our popular "We'll Pick You Up" service in 1974.

Founded in 1947, National Car Rental is a premium brand serving the daily rental needs of the frequent airport business traveler throughout the United States, Canada, Mexico, the Caribbean, Latin America, and Asia. National helped pioneer the corporate account business in the 1970s and introduced the car rental industry's first comprehensive frequent-renter program, Emerald Club, in 1987.

## Dedication to Service

Today, our brands remain the rental company of choice for our business customers. The Emerald Club continues to expedite the car rental process for time-sensitive corporate travelers by offering counter bypass and automatic e-receipts as well as car choice. The Emerald Club enables customers in the United States to quickly choose their own vehicles without any paperwork and simply drive away.

Enterprise now has more than 7,300 neighborhood and airport locations in the United States, Canada, and Europe. There are more than 5,600 U.S. Enterprise offices to serve our clients wherever they do business — all within 15 miles of 90 percent of the U.S. population.

Our brands are uniquely positioned to serve all the State's car rental needs — both at the airport and locally — with more vehicles and locations than all of our major competitors.

## Customer Satisfaction

Customer service is the highest priority at Enterprise and National. Our brands consistently take the top spots for satisfaction among rental customers around the world.

In addition to numerous industry awards and third-party surveys, we use a variety of internal processes to measure our customers' satisfaction, including our Service Quality index (SQi), Quality Service Process, and Brand Integrity Assessments. All of this ensures we are exceeding expectations worldwide while continually improving and distinguishing our service from the competition.

## Looking Toward the Future

We are committed to managing our business sustainably and for the long term — continuously working to balance the interests of our customers, our employees, and the parts of the world we touch with our business. Our environmental initiatives include:

- Embracing new, cleaner fuels
- Offsetting carbon emissions
- Planting 50 million trees in 50 years
- Increasing our fuel-efficient fleet
- Offering hybrid vehicles
- Funding alternative fuel research

Ranked No. 13 on the *Forbes* America's Largest Private Companies list, our operating company Enterprise Holdings is unparalleled in size, strength, and stability — the only investment-grade company in the car rental industry. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your rental program.

Enterprise Rent-A-Car and National Car Rental combine the expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We are committed to providing a wide array of options to more State of Iowa travelers in 2018, 2019 and beyond.

## Business Rental Program

Enterprise and National have always been at the forefront of delivering the most efficient and cost-effective way for business travelers to rent cars. Now, the Enterprise and National Business Rental Program affords our corporate customers even more value, speed, and convenience.

### Special Contracted Rates

Contracted rates with Enterprise and National provide the satisfaction and security of knowing that your travelers will not be charged a higher rate, regardless of the impact of peak travel seasons or limited car availability.

- Midsize compliance
- Unlimited mileage — economy to premium cars
- Industry-exclusive 100 percent licensee participation
- Insurance and/or liability coverage
- Waived fee for additional drivers
- Underage renter option

### Complimentary Emerald Club Membership

Emerald Club membership offers privileges that get your travelers on the road as quickly and efficiently as possible. Benefits include:

- Counter bypass
- Access to the Emerald Aisle
- Increased benefits for more frequent renters
- Only frequent renter program accepted at two rental car brands
- Choice of reward
- Automatic e-receipts
- 24-hour roadside assistance
- One Click Reservations
- Online member profile management tool

### We'll Pick You Up

The Enterprise “We'll Pick You Up” service is available to our customers who require pick-up or delivery services. Enterprise has a location within 15 miles of 90 percent of the U.S. population. This means we can pick up your traveler or even deliver a vehicle with advance notice to a State of Iowa renter anywhere in North America, be it an office, hotel, or home. Our local Enterprise branch will work closely with you to meet all your pick-up and delivery needs.

### Mileage Reimbursement Alternative

Enterprise's industry-exclusive Mileage Reimbursement Alternative (MRA) cost calculator compares the cost of your company mileage reimbursement program to the cost of car rental from Enterprise. The State could save up to 50 percent on intra-city business trips by renting vehicles rather than reimbursing employees for their mileage. By implementing this tool, Enterprise has saved large corporations more than \$1 million by transitioning their employees to renting vehicles when they travel more than 125 miles in a day. Enterprise's MRA also reduces liability exposure, personal vehicle breakdown costs, and provides the added convenience of roadside assistance.

### One-Way Rentals

National Car Rental's Local Rate Zones are groups of locations in which a renter may pick-up a vehicle at one branch and drop it off at another without incurring drop-off charges (provided the renter notified National of the drop-off location at the time of reservation). National's expansive one-way drop system affords a great deal of flexibility. National does not charge an additional drop-off fee for one-way rentals booked in our local rate zones in the United States.

## Cost Savings

Daily rates make up only 60 percent of overall rental costs; taxes and fees complete the total rental cost.

Approximately 40 percent of what determines total cost will be overlooked if daily rental price is the only focus.

## Instant Savings

Enterprise and National can save you money before your renter even reserves a vehicle. Because we do not charge certain unnecessary fees like our competitors, invoices will not have:

- Fuel recovery fees
- Cancellation fees
- Early return fees
- Drop fees at most locations
- No-show fees
- Rental extension fees

## Refueling

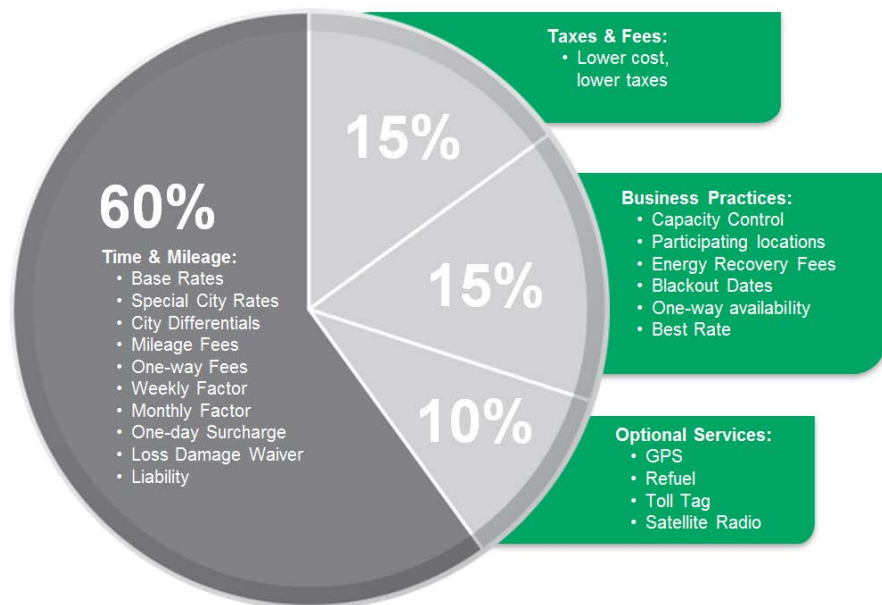
In the event that Enterprise or National refuels your rental vehicle, the renter will be charged the refueling rate based on current self-service, per-gallon pricing, plus a fee of up to 50 percent, never to exceed \$2 at corporate locations.

## Energy Recovery Fees

As opposed to our competitors, Enterprise and National do not charge energy recovery fees.

## Best Rates

By searching your reservation details for our lowest rates, National will save you money. When using our Best Rates, your daily rate could be on average 15 percent less than when using our competitor's best rate tools.



## Emerald Club

For more than 30 years, Emerald Club has been synonymous with National Car Rental and our reputation as premium supplier to the corporate traveler. Members enjoy faster transactions, greater choice, and special recognition while renting across our worldwide network. We offer complimentary Emerald Club membership for each traveler.

			
	Emerald Club	Emerald Club Executive	Emerald Club Executive Elite
Dedicated Phone Line	800-328-1234	800-732-2109	888-836-3725
Requirements	Complimentary Membership	12-24 Rentals or 40-84 Days	25+ Rentals or 85+ Days
Speed & Choice Counter bypass; pay midsize rate Drop & Go	The Aisle (Midsize or better)	Executive Area (Fullsize or better)	Executive Area (Fullsize or better)
Emailed rental receipts	✓	✓	✓
Earn with Enterprise At participating Enterprise locations	✓	✓	✓
Free Rental Days Credits required for one rental day	<b>7</b>	<b>6</b>	<b>5</b>
Online Reservations	✓	✓	✓
Special Offers	✓	✓	✓
Free Additional Driver Family members and business associates	✓	✓	✓
Guaranteed Upgrades Vehicles reserved at Midsize rate		✓	✓
Guaranteed Vehicles with 24-hour notice, up to fullsize vehicle			✓
FBO Service Private airport delivery			✓

## Competitor Status Match

National will work with the State to identify current travelers who qualify for higher levels of membership in Emerald Club based on either existing membership in a competitive loyalty program or on the number of rentals or rental days completed during the past 12 months. By providing travelers with appropriate levels of membership, we ensure that your travelers will experience the quality of service that they deserve.

National Membership Levels	Hertz Membership Levels	Avis Membership Levels
Emerald Club	Hertz Gold	Preferred
Emerald Club Executive	Five Star Hertz Gold	Avis Preferred Plus
Emerald Club Executive Elite	President's Circle	Avis President's Club



## Emerald Club Aisle Service

At most major North American airport locations, members with a midsize car reservation can bypass the rental counter and proceed to the Emerald Aisle. There they may simply choose any vehicle — midsize or larger — parked on the Aisle and, after a brief stop at the exit booth, be on their way. Regardless of the vehicle selected, a member pays only the reserved midsize rate.

## Free Upgrades at Midsize Rate

Approximately 80 percent of all Emerald Club rentals include a one car-class upgrade. Our award-winning Emerald Club program provides choice of vehicle from the Emerald Aisle and Emerald Reserve. Emerald Club Executive and Executive Elite members are rewarded with an upgrade for every rental with a midsize reservation.

## Mobile App

The National Car Rental App caters to all National travelers, with additional features for Emerald Club members. The app features a Trip Tracker, which detects where in the rental cycle the member is and provides timely actions at each stage, from booking a reservation to returning the car. Using the app, customers may make reservations and review location information. Emerald Club members may also manage their upcoming trips, renter profile, and view reward balance.

## Virtual Aisle

The National app's Virtual Aisle provides Emerald Club members with efficiency and control over their vehicle selection at locations where Emerald Aisle service is not available. Now with expanded service at 21 of National's U.S. rental facilities, the Virtual Aisle allows Emerald Club members to see the real-time inventory available at select airport locations, then choose the specific car they wish to drive.

## Emerald Checkout

The Emerald Checkout feature of the National Car Rental app is now available for use more than 60 locations across North America. Emerald Club members simply scan a bar code on the car they've selected from the Emerald Aisle, confirm rental details, and show their phone and driver's license at any exit booth. Emerald Checkout decreases the time at the booth from roughly 90 to 30 seconds.

## Arrival and Return Alerts

Available in North America, Arrival Alerts are sent one hour before the scheduled rental time and include reservation details and instructions for picking up the vehicle. Members renting two days or longer in North America will also receive an email four hours in advance of their scheduled return which will include location details, a link to a map guiding the customer to the return location, and contact information.

## Drop & Go

At the time of rental return, Emerald Club renters may leave the key in the car and depart the lot if the car has not been damaged during the rental. There is no need to wait for an agent to check them in, and the renter will receive an e-receipt automatically. This service is available at any of our participating North American locations.

## Priority Service in Europe

Emerald Club members who book their rental at National Car Rental in Europe can use Priority Service at participating airport locations serviced by Enterprise Rent-A-Car. Priority Service at select European destinations means the renter can bypass the counter and go directly to the car park, show the driver's license, sign the rental contract and go. Members renting in Europe will continue to earn rental credits and tier status on their rentals.

## The Emerald Club at Enterprise Rent-A-Car

Members of Emerald Club enjoy faster reservations, quicker rentals, and member discounts. The Emerald Club allows Enterprise travelers to create personal profiles, including payment information, further expediting the reservation process for repeat renters. Emerald Club members who rent from Enterprise will earn rental credits toward higher status and free rental days. This gives travelers more than 6,000 additional locations where they can earn credits with our loyalty program.

## Fleet

### Availability

Having a car ready to drive at the right place and time requires careful fleet management, and our operations and headquarters staffs analyze vehicle requirements hourly for each location. In addition, our representatives behind the counter are empowered to make adjustments to ensure customer satisfaction.

### Car Class and Manufacturers

Enterprise and National have more vehicles to suit your business needs. With more than 450 makes and models, you are able to choose from a variety of specialty vehicles, such as cargo vans, passenger vans, pickup trucks, SUVs, commercial trucks, and luxury cars.

### Fleet Maintenance

An appropriately maintained fleet promotes safety, enhances customer satisfaction, saves on significant repair costs, and lessens the environmental impact.

Through the Preventative Maintenance (PM) program, vehicle mileage and service history are monitored, and vehicles are flagged for regular service. These inspections at manufacturer-specified intervals ensure the safety and reliability of every vehicle. The service program adjusts or replaces any component as needed to conform to manufacturer specifications, including brakes, tires, and lubrication.

In accordance with the manufacturer's specified interval, a PM-generated control is issued. Vehicles may be removed from operation until they can be restored to our safety and comfort standards. All of this ensures travelers do not encounter problems.

### Navigational Systems

Portable GPS devices are currently available at participating Enterprise and National locations across North America and can be used in any vehicle. GPS devices feature simple touch-screen operation with automatic route calculation. Renters are also able to make hands-free calls with Bluetooth wireless technology when pairing with a phone.

### TollPass

In participating states, Enterprise and National can provide your renters with multiple streamlined toll solutions. Our TollPass programs allow renters to bypass the cash toll lanes and use the quicker express lanes and open video tolling options on toll roads and highways. Renters will incur toll pass charges only on days that the traveler uses toll roads. In contrast, our competitors apply toll charge fees for the entire rental period, even on days when the traveler does not use toll roads.

### Dedicated Account Management

Enterprise and National offer account management tools to help track car rental usage and expenditures:

- Personal account representatives ready to help meet your needs.
- Billing options — personal and business credit cards or centralized billing.

Enterprise Rent-A-Car and National Car Rental will provide you with dedicated account managers and customer service representatives. Your account managers, including Mandi Lockwood, are available to:

- Develop a customized program with contracted rates, terms, and provisions.
- Proactively manage your account.
- Provide on-going support.
- Conduct account reviews.
- Personally address customer service issues.



We are committed to managing your corporate travel program and overseeing the enforcement of your travel policy. All stages of the implementation process will be handled by your account managers, with support from an administrative staff. These processes provide the most efficient and trouble-free implementation of your rental program and guarantee our ability to provide your travelers with all agreed-upon conditions of your contract.

The education of both travelers and travel agents connected to your company is also an important component of the implementation process. To aid in communicating your

selection of Enterprise and National as your preferred suppliers, you will be provided with:

- Program documents for posting on internal websites or in traveler communication emails.
- Travel seminars, if necessary.
- Travel Agency Booking Guides.

While these processes are very effective in building a solid partnership, it is important to consistently review the success of implementation procedures. Therefore, your dedicated account manager will conduct regular overviews with you during your first several months partnered with Enterprise and National. Steps will be revised and repeated as needed until Enterprise, National and the State are satisfied with the results.

### Quarterly Account Review

It is our policy to meet with corporate accounts no less than once per quarter to conduct productivity meetings and uncover cost-saving opportunities. Our team of seasoned travel management experts will oversee the implementation and management processes of your corporate travel program with additional support coordinated from administrative staff in each of your key markets. Our processes ensure the most efficient implementation and maintenance of your rental program. Our ability to provide your travelers with all the agreed upon conditions of your contract anywhere in the world demonstrates our commitment to exceed your expectations with every rental.

### Highly Customizable Management Reporting

Our advanced information system has the capacity to collect, store, and analyze rental activity data to provide you with a full range of management reports tailored to your needs. Our reports offer a variety of standard and user-specified data fields, and are available when you want them: monthly, quarterly, or as needed. All standard management reports are available at no cost to the State. Reports can be provided on paper or in a variety of electronic formats.

## Environmental Initiative

At Enterprise Holdings, a commitment to environmental sustainability is integrated into every aspect of our business. We know that embracing sustainable practices will lead to good outcomes not only for our business, but also for the environment, our employees, and our customers.

### Hybrids and Fuel-Efficient Vehicles

Owning and operating the world's largest fleet of rental vehicles is a responsibility we take very seriously. Eco-friendly fleet vehicles are in high demand by the public and car rental companies. As production of these vehicles continues to rise, Enterprise and National will continue to increase our fleet inclusion of:

- Hybrid Vehicles
- Alternative Fuel Vehicles
- Electric Vehicles
- Highly Fuel-Efficient Vehicles

### Airport Shuttles

Beyond our passenger vehicles, we are also the first major company in our industry to shift our fleet of more than 500 airport shuttle buses to alternative fuels. Currently, 98 percent of our airport shuttle buses are hybrid models or operate on biodiesel, synthetic diesel or compressed natural gas. This move by Enterprise and National saves millions of pounds of carbon emissions.

### Enterprise CarShare and Commute with Enterprise

- Enterprise CarShare is an efficient, cost-effective, and convenient transportation solution, delivering speed and economy to organizations and individuals looking for a more sustainable transportation alternative.
- Commute with Enterprise reduces traffic congestion, commuter times, and driving costs, as well as vehicle emissions and fuel consumption. A typical Commute vanpool program involves seven to 15 coworkers riding together, with each paying a low monthly rate.

### Renewable Fuels and Environmental Technology

Our commitment to the future goes beyond investing in technologies already in the marketplace — we are also investing in research to find the next sustainable alternative. In 2006, our owners gave a \$35 million endowment to the Donald Danforth Plant Science Center to form the Enterprise Rent-A-Car Institute for Renewable Fuels. The Institute focuses on using algae to produce third-generation biofuels that could someday be used on a large scale to power cars, trucks, and aircraft.

### Repurposing and Recycling

Part of our mission for sustainability includes limiting the amount of material waste our company produces. For example, Enterprise Holdings refines/recycles:

- Approximately 95 percent of the oil used in our vehicles
- Virtually all used oil filters — more than 1 million annually
- More than 1,000 tons of damaged windshield glass
- Around 2,000 tons of spent tires each year

### Offsetting CO<sub>2</sub>

Enterprise Rent-A-Car and National Car Rental offer our customers the option of using carbon offsets through TerraPass. Renters can opt to contribute \$1.25 per rental to help fund projects that offset CO<sub>2</sub> in the environment. In a continued effort to support this project, we will match each contribution up to \$1 million.

### 50 Million Tree Pledge

For Enterprise's 50th anniversary, the company teamed up with The National Arbor Day Foundation and pledged to plant 50 million trees in the next 50 years in National Parks across the United States, Canada, and Europe. The 50 Million Tree pledge is our way of ensuring that the long-term effects of continued gasoline usage are being counteracted. More information about these environmental initiatives and much more may be found at [enterpriseholdings.com/en/corporate-social-responsibility/sustainability](http://enterpriseholdings.com/en/corporate-social-responsibility/sustainability).

## Strategic Choice

### Stability

Ranked No. 13 on the *Forbes* America's Largest Private Companies list, Enterprise Holdings, the operating company of Enterprise Rent-A-Car and National Car Rental, is unparalleled in size, strength, and stability. Our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry. This has made us the only investment-grade car rental company. Standard and Poor's Rating Services recently raised Enterprise Holdings' credit rating to BBB+ due to our improved financial profile, with "stronger credit ratios due to continued strong cash flow...and substantial debt reduction." Moody's Investors Service also upgraded its outlook on the company from stable to positive.

### Customer Service

Quality, customer service, and value are three elements that make Enterprise and National the logical choice for the State. We have developed an advanced global system dedicated to customer satisfaction. At Enterprise and National, we define value as providing our customers with a premium level of service for a fair price. Renting with Enterprise and National means your car will be there when you need it, our associates will ensure you know the way to your destination, and we will provide you with the fastest check-in and check-out services in the industry.

### Environmental Leader

At Enterprise and National, we continuously work to balance the interests of our customers, our employees, and the parts of the world we touch with our business. Our environmental policy is at the core of that desire to manage our business sustainability for the long term. Our policy focuses on increasing energy efficiency throughout the organization to help better control costs and reduce environmental impact.



### Cultural Compass



It is a simple, proven fact: diverse companies perform better. They compete more effectively for talent, they cultivate more loyal customers, they have fewer conflicts, and they can better spot opportunities. Our future success depends on our ability to reach out to people of all backgrounds, including new and existing customers, current and future employees, and service providers. We must build a workforce that reflects the diversity of the marketplace we serve, and we must continue to extend ourselves to new, growing and ever-changing communities and populations.

### Community Member

Enterprise and National are local companies that have a presence in thousands of neighborhoods and airports across the globe. We are a positive economic force in our communities, creating meaningful jobs, and purchasing millions of dollars' worth of goods and services through local businesses. We actively support thousands of organizations and donate millions of dollars each year to a variety of causes. Business cannot be a one-way street; good will makes good sense. But when we give back, we need to think strategically to make sure that we use our charitable dollars to do the most good in a given community. We also need to think out of the box: it is not always about dollars. It is about time, dedication, longevity, and maximum impact. The overall goal is to advance the interests and priorities of our company and of the people we serve.

### Total Transportation Solution

The total transportation solution provided by Enterprise and National can bring incremental value to the State in many ways. The following are some creative ideas leveraging the use of each brand, as well as different divisions within our company:

- Emerald Club membership allows your travelers to bypass the rental counter and choose the vehicle they would like to drive while saving your company money. Midsize rate compliance is maximized while also maximizing your travelers' satisfaction, making both the State and the traveler happy. Emerald Club also provides benefits such as free vehicle upgrades, expedited rental and return processes, and reward choices.
- Our off-airport network of more than 6,700 Enterprise locations helps reduce the amount of money spent on airport surcharges and fees. Reduction of airport surcharges can substantially reduce the cumulative amount spent for travel expenses.
- Travelers will have free pick-up and delivery service, within a five-mile radius and with advance notice, to any U.S. off-airport location.
- The "Virtual Car" works as an alternative to owning a pool of vehicles. By renting a vehicle, the State will incur charges only when the vehicle is needed. The expense of owning and maintaining a vehicle will be left to us.
- Our Mileage Reimbursement Alternative (MRA) cost calculator compares the cost of your company mileage reimbursement program to the cost of car rental from Enterprise. By implementing this tool, Enterprise has saved large corporations more than \$1 million by transitioning employees to rent a vehicle when traveling more than 125 miles per day. Enterprise's MRA also reduces liability exposure, personal vehicle breakdown cost, and provides the added convenience of roadside assistance.
- Whether you need to move or deliver products, the Truck Rental division can provide short- or long-term use of a truck. Enterprise's fleet of late model, well-maintained trucks are the perfect solution no matter what your rental needs are. Available for daily, weekly, or monthly rentals, our driver-friendly trucks and vans help get the job done whether it is a weekend household move, a supplement to your business fleet, or replacement for vehicles out for repair. Enterprise Truck Rental specializes in light- to medium-duty truck rental. All our trucks are commercially equipped and available when you need them, even during the end-of-the-month, holiday, or summertime crunches.
- Along with all the above solutions provided to meet all of the State of Iowa's transportation needs, Enterprise and National can provide marketing and public relations support for any co-branded press releases or marketing materials to promote our partnership.



#### 4.5 Terminations, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

#### BIDDER RESPONSE:

With a combined fleet of more than 1.2 million rental cars and a combined employee base of more than 90,000 in North America, at any given time the company is named in hundreds of lawsuits and occasional government investigations. The vast majority of these lawsuits pertain to auto liability claims, some of which may involve auto defects. Other representative litigation includes employment matters, antitrust, patent and/or copyright, etc. None of the pending litigations and investigations are believed to be material, nor would they affect our ability to perform the obligations under this RFP. Additional information can be furnished upon request.

#### 4.6 Preference

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder's residence. Enter the resident preference in the text box or indicate no preference.

**Bidder's state has a preference law:** Yes ☐ No ☒ **Bidder's state** No preference.

#### 4.7 Open Competition

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

**Bidder has read and agrees to this section:** Yes ☒ No ☐

#### 4.8 Silence of Specification

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

**Bidder has read and agrees to this section:** Yes ☒ No ☐

#### 4.9 Criminal History and Background Information

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

**Bidder has read and agrees to this section:** Yes ☐ No ☒

#### BIDDER RESPONSE:

Enterprise and National's candidate selection process is a tiered approach. Each applicant completes an employment application and goes through a face-to-face interview with a recruiter and a hiring manager. Management Trainee candidates have a third interview with senior leadership in the local market.

Final applicants are required to successfully pass a mandatory background check. The background screening includes a Social Security check, a motor vehicle record check, and a comprehensive criminal background search, which includes county and federal checks. The background checks are coordinated by a consumer reporting agency that complies with the regulations under the Fair Credit Reporting Act. Bus drivers, auto technicians and mechanics, and external applicants for level 2 positions and above must also pass a drug test.

#### 4.10 Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder's insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:



Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

#### **4.10.1 Certificates of Coverage**

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder.

#### **4.10.2 Waiver of Subrogation Rights**

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under

any policy of insurance required under this Contract, the Bidder shall, at the Agency's request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder's receipt of such proceeds or payments.

**4.10.3 Proceeds**

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

**Bidder has read and agrees to this section:**      Yes ☒ No ☐

#### 4.11 Standard of Quality

The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.

**Bidder has read and agrees to this section:**

Yes ☒ No ☐

#### **BIDDER RESPONSE:**

##### Fleet Philosophy

Enterprise Holdings, the largest car rental company in the world, owns and operates 2 million cars and trucks — the largest fleet of passenger vehicles in the world today. Our company, which owns the Enterprise Rent-A-Car and National Car Rental brands, is committed to providing quality vehicles to the business traveler. With more than 450 makes and models, we continually invest in and replenish our fleet to maintain an average fleet age of eight months.

Our vehicle acquisition team is focused on ensuring that our customers enjoy an optimal balance between the availability of new, low-mileage vehicles and the cost savings that benefit customers when we utilize vehicles in our fleet for longer periods. All of our vehicles are maintained as recommended by the vehicle manufacturer, and all repairs are conducted by Automotive Service Excellence (ASE) certified technicians.

In addition, Enterprise and National work in partnership with manufacturers to provide our customers with a variety of vehicles for all of their transportation needs. We also leverage our manufacturer relationships to introduce new vehicles and new vehicle technologies, as well as alternative-fueled vehicles, to the driving public.

With more locations than any other car rental company, we also have the flexibility to move our fleet from the airports to our home-city branches as necessary. This practice allows us to maximize fleet utilization, which benefits our customers by lowering costs and improving our ability to respond to irregular shifts in demand at specific locations.

##### Preventative Maintenance

Through the Preventative Maintenance (PM) program, vehicle mileage and service history are monitored, and vehicles are flagged for regular service. These inspections at manufacturer-specified intervals ensure the safety and reliability of every vehicle. The service program adjusts or replaces any component as needed to conform to manufacturer specifications, including brakes, tires, and lubrication.

In accordance with the manufacturer's specified interval, a PM-generated control is issued. Vehicles may be removed from operation until they can be restored to our safety and comfort standards. All of this ensures travelers do not encounter problems.

#### 4.12 Nonprofits

The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions.

**Bidder has read and agrees to this section:**

Yes ☒ No ☐

#### 4.13 Payment Terms

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder.

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

**Bidder has read and agrees to this section:** Yes ☒ No ☐

#### BIDDER RESPONSE:

Enterprise and National do not offer discount payment terms. Payment terms are net 60.

#### 4.14 Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining “best and final offers.” To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, schedule oral presentations; and request revised Bids.

**Bidder has read and agrees to this section:** Yes ☒ No ☐

#### 4.15 Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 24 months after the effective date of the contract.
- Be the result of increases at the manufacturer’s level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.

**Bidder has read and agrees to this section:** Yes ☒ No ☐

#### 4.16 Additional Items

The State reserves the right to add additional items to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Items may only be added upon the agreement of the Department of Administrative Services, Central Procurement Bureau and the Contractor.

**Bidder has read and agrees to this section:** Yes ☒ No ☐

**4.17 Substitution of Items During Term of Contract**

Substitute vehicle models may be considered during the contract period for discontinued vehicle models. The bidder shall not deliver any substitute item as a replacement to an awarded model without express written consent of the Purchasing Entity prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only in emergency situations or when vehicle models are no longer available in the market.

**Bidder has read and agrees to this section:**      Yes ☒ No ☐

**Attachment #1  
Certification Letter**

Alterations to this document are prohibited.

(Date) 11-13-18

Nancy Wheelock, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Dear Issuing Officer:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to Iowa Department of Administrative Services for RFB1119005046 for Vehicle Rental Services are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

**Certification of Independence**

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or party for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

I certify that, to the best of my knowledge, neither Bidder nor any of its principals are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of anti-trust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

**Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- ☐ Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- ☐ Bidder is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder's Bid or resulting contract void if the above certification is false. Bidder understands that a fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

  
Signature

Brian Scholsky 6/1/VP  
Name and Title of Authorized Representative

Nov 12, 2018  
Date

## Attachment #2

## Authorization to Release Information Letter

Alterations to this document are prohibited.

(Date)

11/13/18

Nancy Wheelock, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

**Bidder** hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB) 1119005046.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,

Signature

  
Brian Schalski, VP/GM  
Name and Title of Authorized Representative

Date

11/13/18



**Attachment #3**  
**Exceptions Form**

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:  
(Make additional pages if necessary)

<u><b>Section</b></u>	<u><b>Exception</b></u>
<b>1. <u>3.1.17 of Bid Criteria</u></b>	<p>We ask that you review the attached pricing in addition to the below:</p> <p>One-way rentals are inter-city rentals within the United States that are outside of established local rate zones. We offer one of the most extensive one-way rental networks in the industry, and a portion of our midsize and fullsize fleet is dedicated to inter-city rentals within the United States. Our one-way program offers more than convenience, it is a great way to control travel budgets and schedules for commercial accounts, especially for companies with scattered operations or rentals booked for multiple travelers.</p> <p>One-way rental availability is determined at the time of reservation. Should a traveler need to make arrangements to return the vehicle to a different location other than what is specified in the rental agreement, the traveler must call the renting brand and advise us of their plans. At that time, the daily rental rate will be recalculated to the applicable one-way rate.</p> <p>Enterprise offers a one-way rental solution at airports and select home-city locations. This option can be discussed in greater detail should this be desired. However, because National has such an extensive one-way network, we recommend using National for all of the State's one-way travel. A full list of the Local Rate Zones can be found in <a href="#">Attachment – Local Rate Zones</a>.</p>
<b>2. <u>3.1.18 of Bid Criteria</u></b>	<p>At all Enterprise and National airport locations, vehicles are provided with a full tank of gas. At off-airport locations, vehicles may be provided with less than a full tank of gas. If a vehicle is returned without the same level of fuel as when rented, the renter will be charged the refueling rate based on current local, per-gallon price, plus a fee of up to 50 percent. Corporate locations will cap the maximum refueling charge at \$2 per gallon above current per-gallon prices.</p>
<b>3. <u>3.1.19 of Bid Criteria</u></b>	<p>Enterprise and National have more of the cars your business travelers need. With a wide range of vehicle classes to meet various needs, our fleet is equipped to comply with the State's business rental program requirements.</p>

	<p>As a privately held company, it is not our standard business practice to share specific breakdowns regarding our fleet of more than 2 million vehicles.</p> <p>At Enterprise and National, our fleet management process requires our operations and headquarters staff to analyze vehicle availability for each location on an hourly basis. Revenue management, the Fleet department, and the rental city closely monitor rental and reservation activity to determine appropriate levels of fleet inventory needed based on supply and demand. These processes allow us to ensure availability when a customer arrives.</p>
<b>4. <u>4.9 of Bid Criteria</u></b>	<p>Enterprise and National's candidate selection process is a tiered approach. Each applicant completes an employment application and goes through a face-to-face interview with a recruiter and a hiring manager. Management Trainee candidates have a third interview with senior leadership in the local market.</p> <p>Final applicants are required to successfully pass a mandatory background check. The background screening includes a Social Security check, a motor vehicle record check, and a comprehensive criminal background search, which includes county and federal checks. The background checks are coordinated by a consumer reporting agency that complies with the regulations under the Fair Credit Reporting Act. Bus drivers, auto technicians and mechanics, and external applicants for level 2 positions and above must also pass a drug test.</p>
<b>5. <u>2.4 of Attachment #7 Special Terms and Conditions</u></b>	<p>We are open to discussing a mutually beneficial modification to existing vehicle delivery and pick up processes.</p>

Attachment #4  
Form 22 – Request for Confidentiality

**SUBMISSION OF THIS FORM 22 IS REQUIRED**

***THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.***

**1. Confidential Treatment Is Not Requested**

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

**2. Confidential Treatment of Information is Requested**

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears and **CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP.** The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

**Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder's request for confidentiality that does not comply with this form or a Bidder's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting the Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.**

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder's request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

## Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed **ONLY** if Bidder is requesting confidential treatment of any information submitted in its Bid.

### NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Bidder's submission does not guarantee the agency will grant Bidder's request for confidentiality. The Agency may reject Bid entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

Please provide the information in the table below. Bidder may add additional lines if necessary or add additional pages using the same format as the table below.

RFB Section	Bidder must cite the specific grounds in Iowa Code Chapter 22 or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.


This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid immediately following the transmittal letter. A copy of this document shall be placed in all Bids submitted including the Public Copy.

***\*If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder's submittal to request confidentiality or rejection of the Bid as being non-responsive.***

***\*Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Enterprise Holdings, INC.

Company

  
Signature (required)

1119005046

RFB Number

VP/GM  
Title

Vehicle Rental Services

RFB Title

Nov 12, 2018  
Date

### Attachment #5 – Pricing Worksheet

Bidder will provide its pricing information in Attachment #5 which is attached to this bid.

#### BIDDER RESPONSE:

Our pricing information has been added to Attachment #5 as requested.

### Attachment #6

#### Number of Vehicles Available in the State of Iowa Per Vehicle Class

Bidder will provide the number of vehicles in each class that are currently available for use in the state of Iowa using the template below. Bidder may add vehicle classes in the Optional Vehicle Classes section of the template if it wants to offer more classes of vehicles. It is at the discretion of the State to accept the additional vehicle classes.

Required Vehicle Classes	# of Vehicles	Vehicle Make and Model Inventory Examples
<b>Sedans</b>		
Compact		
Standard/Mid-Size		
Full Size		
<b>Vans</b>		
7 passenger minivan		
12 passenger van		
<b>SUV's</b>		
5 Passenger Midsize SUV		
8 Passenger Large SUV		
<b>Optional Vehicle Classes</b>		
<b>Trucks</b>		
Small Pickup (1/4 Ton)		
Standard Pickup (1/2 Ton)		
<b>Vans</b>		
15 Passenger		
Cargo		

#### BIDDER RESPONSE:

Enterprise and National have more of the cars your business travelers need. With a wide range of vehicle classes to meet various needs, our fleet is equipped to comply with the State's business rental program requirements.

As a privately held company, it is not our standard business practice to share specific breakdowns regarding our fleet of more than 2 million vehicles.

At Enterprise and National, our fleet management process requires our operations and headquarters staff to analyze vehicle availability for each location on an hourly basis. Revenue management, the Fleet department, and the rental city closely monitor rental and reservation activity to determine appropriate levels of fleet inventory needed based on supply and demand. These processes allow us to ensure availability when a customer arrives.

### **Attachment #7 – Special Terms and Conditions**

Bidder will review the special terms and conditions in Attachment #7 and provide any exceptions and revised language in its Bid.

#### **BIDDER RESPONSE:**

We have reviewed Attachment #7 – Special Terms and Conditions and noted one item in the previous Attachment #3 – Exceptions.