

IN-STATE MOTOR POOL VEHICLE RENTAL CONTRACT

PURPOSE

This mandatory contract is for vehicle rental services within the State of Louisiana for State of Louisiana agencies, boards and commissions, colleges and universities' employees traveling on official state business or those persons authorized to be on official state travel, such as state contractors. For the purpose of this document, "traveling on official state business" shall be defined as travel expenses paid for by the State of Louisiana or travel that is performed for the best interest of the State. Services shall include, but are not limited to the requirements contained herein. Services set forth that contain words "shall" or "must" are mandatory and shall be provided as specified with no alteration, modification or exception unless an alteration, modification or exception would enhance the services provided to the State of Louisiana.

BACKGROUND

In 1988 the State of Louisiana established a centralized Travel Management Program to oversee all official state government travel. The State of Louisiana has over 90,000 employees, with approximately 30,000 that travel in the performance of their jobs.

ANNUAL ESTIMATED VOLUME

Note: During calendar year 2010, the state contract rental volume was approximately \$2,207,225.00 The annual volume for State of Louisiana's mandatory Motor Pool Vehicle Rental Contract is based on the period of January 1, 2010 through December 31, 2010. Also, the State makes no guarantee as to amount or type of vehicles to be rented under this contract.

METHOD OF AWARD

The intent of this contract will be to award to one primary vendor bidding all classes for in-state (Louisiana) rentals. For 12 and/or 15 passenger vans, both are not required, however, at least one size must be bid. The State reserves the right to eliminate 12 and/or 15 passenger vans when determining successful contractor

The bidder's total for each line item will be determined by extending the bidder's price by

the estimated quantities.

The Office of State Purchasing and Travel reserves the right to reject any and all bids submitted in response to this Invitation to bid (ITB) and waive any informalities.

CONTRACT PERIOD

The term of any contract resulting from this solicitation shall begin July 1, 2011 through June 30, 2014, with an option to renew for two additional twelve (12) month periods not to exceed a total of sixty (60) months.

SCOPE OF WORK – GENERAL COMPANY REQUIREMENTS

Contractor shall maintain a sufficient number of vehicles on hand to meet the needs of State's travelers with advanced reservations. Contractor shall secure, maintain and pay for all licenses required to provide the services referenced herein, if any, whether they be federal, state or local.

Contractor shall be responsible for obtaining the state travelers name, agency name, billing address and phone number for each rental.

Contractor shall have a toll-free telephone number 24/7 available for accepting reservations, at no cost to the State. Contractor shall have on-line booking options through a secured Internet site capable of displaying and booking the state's contracted rate. Reservations should also be allowed via individual rental locations or by the State's contracted travel agency. Reservations shall guarantee vehicle availability including automatic/no-added cost upgrades in those cases identified herein. Reserved vehicle will be held for three hours after the traveler's estimated time of arrival prior to release. Whenever possible, the state's traveler and/or reserving travel agency will advise the contractor of any change of travel plans necessitating vehicle rental cancellation or delayed pickup, a minimum of eight hours in advance, however, in no situation shall the State be liable for payment of "no shows" and/or cancellation for all rentals reserved under this contract.

Contractor shall provide a designated customer service representative, accessible 24/7 by a toll-free telephone number and e-mail, to handle questions, incidents, and customer service matters for all State of Louisiana travelers.

Contractor shall have an "express" service, at no extra cost, which accepts a state identifier code, which will be given to ensure contract pricing at time of rentals. This "express" type service shall be given in order to minimize the traveler's time in the pickup and return of vehicles by allowing the traveler's record/information to be kept on file. Details of your "express" service should be submitted.

Reservations for State of Louisiana travelers shall be confirmed with the same priority as reservations are confirmed for other travelers.

Vehicles will not be used for: a school bus; or for driving training, however, may be used for any official state business purpose conducted by or on behalf of the State including but not limited to contractors, recruits, etc.

LOUISIANA LOCATIONS IN-STATE:

Contractor shall have service at every Louisiana airport location.

Contractor SHALL have a minimum of two participating locations, other than airport location, in Baton Rouge, New Orleans, Shreveport, Monroe, Alexandria, Lafayette and Lake Charles, along with at least twenty other participating locations spread throughout the State of Louisiana in other cities. Contractor shall have a location on-site at the Department of Transportation state owned land and building located at 1143 Leesville Ave., Baton Rouge, LA 70802. The DOTD location is to be used for official state travel rentals only and never as a public/personal rental location. There shall be no licensing fee. Contractor shall be willing to accept such occupancy, subject to and in accordance with terms and conditions of State of Louisiana Cooperative Endeavor Agreement for the DOTD location and any other on-site state locations. All participating locations shall provide at least eight (8) hours of service compatible with the State's core working hours, 8 a.m. to 5 p.m., Monday through Friday. Holiday schedules should compliment the state's schedule. Emergency services outside the normal working hours will be provided by the contractor through the traveler's 24 hour, toll-free telephone number.

The State will not be responsible for any claims/damages to rental vehicles while stored at an on-site state location since the State will not have care, custody or control of these vehicles until actual possession is taken through a rental agreement.

Contractor shall setup any/all necessary accounts for individual agency billing. These accounts will be established to allow appropriate reporting required in the original terms and conditions of this contract.

In helping to serve the needs of the State during a disaster, Contractor will adhere to the following:

- Opening a Command Center, preferably in Baton Rouge, for displaced employees of affected area/region. (Trailer offices opened if necessary in affected areas). This will allow for more manpower in helping serve the needs of the State and other Relief Organizations. Command Center will also be suitable for drop shipment of hundreds/thousands of vehicles dependent upon the needs of State Agencies, Business Rental Corporate Accounts, citizens of Louisiana in need of transportation and Federal Relief Organizations. Contractor will work to the best of its ability to fill the needs in a timely manner, including but not limited to, importing of vehicles from other branches across the country.
- Contractor will stage vehicles at designated branches upon demand for use as official State vehicles.
- Contractor will dedicate an assigned Customer Service Representative that will work with the State to manage the fleet in terms of maintenance, purchase or job orders, and accounts payable issues.

Contractor shall have provisions for serving disabled travelers which are in compliance with the Americans with Disabilities Act (ADA), such as: wheelchair-accessible rental locations; wheelchair-accessible shuttles equipped with lift to take disabled travelers to pick up rental vehicles or rental vehicles brought to disabled travelers and hand controls installed on rental vehicles for reservations made 48 hours in advance. There will be no additional charge allowed for any special request outlined in this section.

If a contract vendor does not have the "reserved vehicle" type available when a traveler arrives at the rental location with a confirmed reservation, the vendor is required to provide the traveler a free upgrade to the next higher vehicle class. In this case, only the price of the traveler's requested car class may be charged.

Each rental agreement will be required to be signed by the traveler solely for the purpose of evidencing the delivery of the vehicle, to provide the time and place of return of the vehicle, the applicable contract rate and the computation and method of payment of charges. In the event of a conflict in the terms of the signed rental agreement and this contract, this contract shall prevail.

A completed copy of the agreement form showing total charges to be billed shall be provided to the traveler. For after hour vehicle return, the contractor shall fax a legible copy of the agreement showing all of the charges incurred to the traveler by the next business day.

At the daily contract rental rate, contractor shall rent to any person as defined above who possesses a valid driver's license issued in the state in which such person resides and must be at least 18 years of age or older and age 25 or older for rental of 12 and/or 15 passenger vans. These rates shall be applicable three hundred sixty five days a year without regard to holidays or specific days of the week. The contractor shall also allow an additional driver(s), which would include any persons authorized to travel on behalf of the State of Louisiana, under that same terms and conditions of this contract with no additional paperwork. The additional driver(s) should be identified at time of vehicle rental, or through a notification to the contractor's toll free telephone number. No additional pre-qualification shall be required either via verbal or written inquiry and NO surcharge(s) shall be added under any condition. A copy of your policy is to be submitted regarding any additional driver other than a fellow state employee.

Contractor will have an on-line service directory that shows at a minimum all participating contractor's locations, hours of operation and services available. If a rental location is moved to a new address or is closed, or a new location is opened, the contractor shall provide notice to the State Travel Office thirty days prior to the change. If the contractor cannot provide thirty calendar days' prior written notice, notification should be given as soon as possible.

For the purposes of contractor performance, participating franchises are considered to be subcontractors to the contractor. Contractor and contractor's participating franchises agree to the terms and conditions of the contract and all offers submitted by the contractor.

The State of Louisiana's travel policy states that a compact/intermediate model is reimbursable unless the vehicle will be used to transport more than two persons. Therefore, compact/intermediate is our primary rental. The contractor's fleet shall not exceed twenty-four months in age and/or an odometer reading of 30,000 miles. Minimum standard equipment shall include automatic transmission, power steering, air conditioning, air bags and all season radial tires. Standard/Mid size and above must have cruise control and lighter/a/c adapter. The vehicle shall be properly licensed, equipped and maintained to meet all federal, state and local vehicle safety standards, codes and ordinance. At time of rental, vehicles shall be clean (inside and outside). Vehicle will be furnished with an initial ½ tank of gas.

Maintenance and operating expenses, except gasoline, shall be the responsibility of the contractor. Operating maintenance will be conducted in accordance with manufacturer's requirements, industry standards, and all applicable laws.

The only operating expense that State travelers shall be responsible for is gasoline, upon

return of the vehicle. If fuel charges are necessary, it shall be based on actual, not estimated, fuel consumed rather than a fixed fuel service charge. When applicable, weekly discounts will be calculated and applied. No other charges shall be reflected on invoices as all rentals shall be for official state business, therefore, shall be tax exempt, excluding airport rentals.

Vehicle recalls must be handled by contractor promptly upon notification from manufacturer and prior to vehicle being released as a rental for State Motor Pool Vehicle Rental Contract.

Contractor may, with agency permission and for agency use, obtain any toll passes or speed passes for use on official state business. Contractor may invoice agency/employee any associated charges without any markups or administrative fees.

The following types of cars in the car classes are standard for the State of Louisiana contract. The contract vendors shall include these types of cars or similar models.

Compact: Versa, Accent

Intermediate: Focus, Cobalt, G5

Standard: G6, Fusion, Sonata, Avenger,

Full-size (2- or 4-door): Malibu, Altima, Charger, Impala

Premium: Avalon, LaCrosse, Taurus, Maxima

Minivan (7-8 Passenger): Grand Caravan, Sedona

Twelve Passenser Vans – In-state use only. Please specify fleet available.

Fifteen Passenger Vans - In-state use only. Please specify fleet available.

Intermediate SUV - Liberty, Escape

Standard/Midsize SUV - Grand Cherokee, Equinox, Explorer

Large/Fullsize SUV - Tahoe, Expedition,

Pickup Small - Colorado, Dakota

Pickup Fullsize Extended Cab - Silverado, F150

Hybrid - Prius, Fusion

A fleet guide is to be submitted including the average age/miles of fleet and the percentage of fleet which is compact/intermediate.

Area road maps are to be furnished free upon request at the rental location.

If the traveler brings to the contractor's attention any unsafe condition or unacceptable conditions that is in violation of contract specifications, a suitable replacement vehicle shall be provided immediately at no additional charge. Also, contractor is to note any vehicle damages prior to vehicle leaving rental location.

Contractor shall have a 24-hour, 7 day a week emergency roadside service hot line available, anywhere in the United States, with no additional fees being charged. This hot line number shall have the capability to immediately dispatch a service vehicle and/or a replacement vehicle to put the vehicle renter back in service. If a vehicle becomes substantially impaired or unsafe to operate due to a mechanical breakdown, in traveler's judgment, while in possession of traveler, contractor shall immediately replace the vehicle upon notification by traveler, at no extra charge. Contractor shall deliver the replacement vehicle to a location determined by traveler. Contractor shall be responsible for all repairs and towing of vehicle. If the vehicle becomes substantially impaired or unsafe to operate due to an accident or physical damage while in the possession of traveler, contractor shall deliver a replacement vehicle to a location determined by participant at no extra charge.

In case of an accident, the traveler will notify the police and/or medical response if needed. After the police have arrived and filed an accident report, the traveler will contact the rental location as soon as possible and complete an accident report form, if necessary. Traveler will notify the contractor of the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damage, the place at which contractor may examine the vehicle and such other information as may be known by traveler, as required by rental contractor. The State of Louisiana requires that the contractor make every effort possible to report any cases/accidents to the State of Louisiana, Office of Risk Management at 225-342-8414 within thirty days of claim filed.

The State's travelers agree that rental vehicle will not be used:

- By a driver who is under the influence of alcohol or any prohibited drugs for any illegal purpose.

- To push or tow another vehicle.
- To carry passengers or property for hire.
- In a test, race or contest.
- By an unlicensed driver.
- Off paved, graded or maintained roads, or driveways, except when the contractor has agreed to this in writing beforehand.
- By the driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.
- By a driver under the age of 18 or under the age of 25 for rental of 12 and/or 15 passenger vans.

Payment for vehicle rentals may be made by one of the following:

- 1) Individual Liability Corporate Card
- 2) Personal Credit Card
- 3) Direct Bill to Agency
- 4) LaCarte Card

Contractor shall accept a state sponsored corporate purchasing and/or travel card or the LaCarte Card for payment of rental charges, currently VISA. All corporate cards are embossed with the State of Louisiana and with the individual traveler's name. Some agencies may wish to rent a vehicle in the form of a monthly direct bill to the agency or the traveler may pay for the vehicle with a personal credit card. The method of payment will be determined at the time of reservations.

For those agencies requiring monthly billing, the Contractor may invoice the agency at the billing address designated by the agency. Payments will be made by the Agency within thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided. Invoices shall contain, at a minimum, the following transaction information:

- Agency Name
- Travelers Name
- Billing Address
- Travelers Phone Number
- Contract and/or order number
- Using Department
- License Plate Number

- Delivery Date and Time
- Odometer at time of Delivery
- Return Date and Time
- Odometer at time of Return
- Reservation Number
- Driver's Name
- Renting City
- Return City

Contractor will charge only the contract price for a 24-hour round trip rental of vehicle at ALL rental locations. Rate includes all charges for reservations, shuttle service, unlimited mileage, and one-day rentals. Contractor's invoice may show city surcharge, airport surcharge/concession fees and other federal, state or local governmental charges. Such charges shall be on a pass-through basis and not subject to contractor's markup.

Overtime rentals should have a 59-minute grace period. Charge of ¼ daily rate (up to daily rate) for each additional hour after grace period.

Participating Louisiana locations will provide pickup of vehicle or transportation for the traveler to and from the traveler's work location and/or home with advance notice to the rental location.

The Contractor may only charge for the reservation time or actual time of rental requested, not from time/date of delivery/pickup and return.

There will be no drop-off fees or mileage charges allowed on one-way rentals between any two Louisiana locations. Therefore, drop off charges will not apply for vehicles rented and returned in Louisiana where contractor has rental locations. Drop off charges may apply when rented in Louisiana and returned in another state. If so, indicate drop-off charge on price page where designated.

REPORTING REQUIREMENTS

Contractor shall furnish to the State Procurement Office monthly reports of goods and services provided in this contract. Reports shall provide, at a minimum, information in the following specific categories

- Agency Name
- Vehicle Size
- Quantity Rented

- Number of Days Rented
- Unit Price
- Total Dollar Amount
- One-way rentals
- Number of miles driven

Reports will be due by the 15th of the month following the end of the monthly period being reported. All reports not in Excel format shall need to be a format accepted by the State.

Contractor shall maintain and keep all accessible records relevant to Contractor's performance of the contract for a minimum of FIVE years, or such longer period as may be required by applicable law following expiration or termination of the contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the contract, whichever date is later.

RENTERS INSURANCE

Collision Damage Waiver ("CDW") and One (\$1) million dollar liability protection for Business Rentals, with no retained limit, shall be required and shall be in the contract prices bid. The State of Louisiana shall be named as an "additional named insured".

In regards to any claims:

1. Contractor shall provide the Office of Risk Management with notice of a liability claim within 30 days of the claim being made.
2. Contractor shall provide the Office of Risk Management with Quarterly Loss Runs to include the following:
Loss Date, State Driver, State Agency, Incurred, Paid, Outstanding and Case Status
3. Contractor shall require State Agency's name along with driver's name on all rental contracts.

Mileage Charges: Rental Charges for Louisiana based rentals include unlimited mileage for all vehicle classes.

Vehicle Availability: Hybrid vehicles and 12 and/or 15 passenger vans should be available at various locations.