

ADDENDUM THREE

DATE: October 31, 2012

TO: All Vendors

FROM: Robert Thompson, Buyer
 State Purchasing Bureau

RE: Questions and Answers for RFP Number 4141Z1
 to be opened **November 13, 2012**

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
<p>1. With regards to the opportunity for the winning bidder to renew for two additional one (1) year periods as mutually agreed upon, will the State accept at that time mutually agreed upon price increases if bidder can show hardship due to changes in cost of doing business?</p>	<p>Yes, the State will consider price changes and the RFP is hereby amended as follows:</p> <p>Prices quoted shall be firm for one (1) year from date of award. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from the mill / manufacturer). Further documentation may be required by the State, to authenticate the increase (such as mill / manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract.</p> <p>No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau.</p>

QUESTIONS	ANSWERS
<p>2. In order to provide compliance with Page 20, Section XX will the are bidders allowed to provide their hardcopy responses double sided (as applicable) to conserve paper?</p>	<p>Yes, response may be provided double sided.</p>
<p>3. In regards to Page, Section F “Insurance Requirements” Our company maintains a self insured status. In previous RFP opportunities for service to state governments where insurance requirements were required, We have been able to provide verification of self insurance to meet said criteria. Will the State of Nebraska find this acceptable as well?</p>	<p>Yes, that is acceptable.</p>
<p>4. In regards to Page 22, Section C “Project Requirements” that requires winning bidder to provide access to a vehicle within 150 minutes of TSB placing the reservation request. Can this be amended to indicate “as weather permits”?</p>	<p>Yes, Section IV, Item C is amended (see below) and now includes “as weather permits”.</p>
<p>5. In regards to Page 23, Section E “Scope of Work” it states <i>“rental vehicles....will be delivered....or alternate pick-up options will be made available.”</i> Is this an indication that if delivery of a rental vehicle is not available that TSB will accept a pick up service at the renter’s office or home as an acceptable method as long as it meets the stated 150 minute criteria?</p>	<p>Yes, providing “renter” refers to the contractor.</p>
<p>6. In regards to Page 23, Section F “Technical Requirements” it states <i>“Any TSB-authorized State of Nebraska employee or representative may drive a third party short term rental vehicle”</i>. As individuals 18 years or younger cannot enter into a contract without written consent of a parent or legal guardian we would ask that this be restated to indicate <i>“Any TSB-authorized State of Nebraska employee or representative <u>19 years of age or older</u> may drive a third party short term rental vehicle”</i>. Is this acceptable to the state</p>	<p>Yes. Section F, Page 23 of the RFP is amended (see below) to reflect “19 years of age or older.”</p>

QUESTIONS	ANSWERS
<p>7. In regards to Page 25, Section I “Rental Vehicle Reservation Requirements” it states “...rental vehicles will be held for three (3) hours after the driver’s estimated time of arrival” This is a longer period of time than is currently provided under similar State or Municipal rental agreements. Will the state be amenable to a lesser amount of time to be defined in the final Master Rental Agreement?</p>	<p>No, the condition will remain.</p>
<p>8. In regards to Page 28, Section L “Vehicle Requirements” it states that vehicles should be “in like new condition with no body damage”. As each rental car vendor has different thresholds for wear and damage evaluation is the state willing to take this into consideration in regards to this requirement?</p>	<p>Yes. Any vehicle body damage should be clearly identified and recorded at time of rental.</p>
<p>9. In regards to Page 30, Section M “Proper Use of Vehicle” it states “Vehicle will not be used.....to tow unless the....rental vehicle...is equipped for towing.” None of the vehicle classes listed within the vehicle cost sheet would meet that criteria so would it be acceptable to the State of Nebraska for a vendor to include pricing for vehicles not listed on the included sheet in order to provide a broader opportunity for vehicle overflow outsourcing?</p>	<p>Yes, bidder may provide pricing for vehicles not listed. Optional vehicle pricing will not be included in the cost evaluation and will not be a factor in award determination.</p>
<p>10. Does TSB intend to provide parking at the designated motor pool facilities for delivery and pickup of rental vehicles, and if it is not can it be negotiated as part of the final Master Rental Agreement between the winning bidder and the State of Nebraska?</p>	<p>Yes, dependent on availability at those locations.</p>

The Request for Proposal is also amended as follows

C. PROJECT REQUIREMENTS

It is desired to have the following classes of vehicles available for third party short-term vehicle rentals. Bidders shall indicate which third party short-term rental vehicles are available and enter the cost for the vehicles specified on the Form B - Cost Sheet.

1. Subcompacts – those vehicles having a minimum wheel-base of 102” and a maximum wheel-base of 106”;
2. Compacts – those vehicles having a minimum wheel-base of 107” and a maximum wheel-base of 112.5”;
3. Intermediate - those vehicles having a minimum wheel-base of 110” and a maximum wheel-base of 120”;
4. Minivans, Cargo;

5. Minivans, - Passenger – seats seven (7) adults;
6. 12-Passenger Vans; and
7. Light-duty Pick-ups, Half Ton Capacity, 2-wheel drive and 4-wheel drive.

Contractor will direct-bill TSB (see additional information under Technical Requirements).

Contractor shall offer unlimited mileage for third party short-term rental vehicles for round trip rentals.

Contractor shall offer one-way third party short-term vehicle rentals of up to 500 miles for no additional mileage or drop fees.

Contractor must be able to generate monthly reports showing loss claims and damages caused by State drivers, on third party short-term rental vehicles.

~~TSB requires a contractor to deliver third party short-term rental vehicles or have access to third party short-term vehicle rental facilities within 150 minutes of TSB's placing the reservation request, Mondays through Fridays, excluding holidays between the standard core business hours of 8:00 AM and 5:00 PM within the regions identified on the attached Form C Nebraska Regions Map as listed below:~~

TSB requires a contractor to have available for the State driver to pick-up third party short-term rental vehicles within 150 minutes as weather permits of TSB's placing the reservation request, Mondays through Fridays, excluding holidays between the standard core business hours of 8:00 AM and 5:00 PM at the cities identified within those regions noted on the attached Form C – Nebraska Regions Map and as listed below:

1. Region 1 (Lincoln and Omaha NE);
2. Region 2 (Norfolk and Kearney NE); and,
3. Region 3 (North Platte and Scottsbluff NE).

~~The State of Nebraska reserves the right to add, change, or delete cities currently identified above within the regions noted on the attached Form C – Nebraska Regions Map if mutually agreed upon by both parties.~~

Bidders shall provide a list of city and neighborhood locations throughout the State of Nebraska within the regions identified on Form C – Nebraska Regions Map and hours of operations. Include and indicate airport locations.

Contractor will offer emergency roadside assistance (see Emergency Roadside Assistance Requirements under Technical Requirements).

At the time of reservation, the contractor will provide a list of types of alternative fuel (e.g. E85, CNG, Electric) and hybrid third party short-term vehicles available in the requested location.

Projected peak cycle times/timeframes include but are not limited to April 1 through October 1. The peak cycle times may differ year-to-year due to variances in the multitude of State programs. Special events may require additional third party short-term rental vehicles (the bidder will identify options within their Technical Approach). Historical data varies between events and may require up to, but not limited to, 25 vehicles.

D. BUSINESS REQUIREMENTS

The business requirements dealing with third party short-term vehicle rental agreements will be handled as follows: The third party short-term vehicle rental service will provide vehicle(s) at the ~~requested~~ required location within 150 minutes as weather permits of contacting the contractor. ~~The State reserves the right to pick-up third party short term rental vehicles at contractor branch locations.~~ In the event the State's need exceeds the contractor's location capacity the contractor shall alert TSB-designated staff and provide available options.

E. SCOPE OF WORK

Upon request, the contractor will provide third party short-term vehicle rental options to TSB for utilization by State agencies, boards, and commissions. TSB will serve as the authorized agent for the third party short-term vehicle rental contractors. Third party short-term rental vehicles, deemed appropriate for State use by TSB, will be ~~delivered to available at the specified site location~~ within 150 minutes as weather permits ~~or alternate pick-up options will be made available.~~ The third party short-term vehicle rental contractor will provide vehicle fueling options. Third party short-term vehicle rental billing will be provided to TSB within defined parameters in a format compatible with Administrative Services billing requirements.

F. TECHNICAL REQUIREMENTS

Driver(s) requirements:

1. Any TSB-authorized State of Nebraska employee or representative 19 years of age or older may drive a third party short-term rental vehicle; and,
2. Must possess a valid driver's license.

G. SERVICE AREA REQUIREMENTS

Bidder to specify coverage of third party short-term rental vehicle service area within identified regions (see Form C – Nebraska Regions Map) within Nebraska's state lines:

1. Identify dispatch and/or branch locations within each region;
2. The branch locations or in-terminal counters will be in a permanent structure, well-lighted, clean, properly maintained, and clearly identified as the vehicle rental contractor with whom the reservation was made;
3. Attach map of areas/locations; and
4. Third party short-term rental vehicles ~~to be delivered to site or provide driver pick-up options~~ are to be available for State driver pick-up at the required location within 150 minutes of TSB reservation request as weather permits.

The Bidder shall list any associated fees on Form B – cost. The contractor shall assist any investigative unit of TSB and the State of Nebraska concerning alleged wrongdoing or suspected fraud or abuse by any driver or those entities doing business with the contractor.

1. Reciprocal assistance from TSB and the State of Nebraska with regard to investigations shall be provided to the contractor.

I. RENTAL VEHICLE RESERVATION REQUIREMENTS

The contractor shall provide an authorized account representative as the point of contact for third party short-term rental reservations.

The contractor ~~shall~~ should maintain a sufficient number of third party short-term rental vehicles on hand to meet the needs of TSB with advance reservations. Advance reservations include, but are not limited to, reservations made at least 24 hours prior to rental vehicle pickup.

The contractor shall accept reservations made at least 24 hours in advance on local third party short-term vehicle rentals and seven (7) calendar days in advance on one-way third party short-term vehicle rentals.

Third party short-term rental vehicle reservations will be authorized and facilitated by TSB.

The contractor shall provide a 24-hour customer service number accessible by a toll-free number.

Third party short-term rental vehicle reservations will guarantee vehicle availability, including automatic, no added cost substitution. Third party short-term rental vehicle substitutions will consist of those vehicle types deemed appropriate and approved by TSB prior to State use. Restricted vehicle classes include, but are not limited to - convertibles, luxury, premium, and elite. TSB reserves the right to waive restrictions when deemed appropriate.

The contractor shall not charge additional fees for short notice third party short-term rental vehicle reservations.

Reserved third party short-term rental vehicles will be held for three (3) hours after the driver's estimated time of arrival prior to release.

Whenever possible, TSB will advise the contractor a minimum of eight (8) hours in advance of any change of travel plans necessitating third party short-term rental vehicle rental cancellation or delayed pickup. However, in no situation shall the State or TSB be liable for payment of "no shows." TSB will cancel third party short-term rental vehicle reservations in the same manner they were made when possible.

The contractor's personnel at all contractor locations must have access to the third party short-term rental vehicle rates, terms, and conditions contained in this contract.

The contractor ~~shall~~ should attempt to meet 100% of TSB's requests and ~~shall~~ should meet 100% of confirmed third party short-term rental vehicle reservations when 24-hours notice is given.

If a reserved third party short-term rental vehicle is not available at the time of pickup by the driver, the contractor shall substitute a vehicle deemed appropriate and approved by TSB prior to State use, of similar or greater quality at no additional cost. Restricted vehicle classes include, but are not limited to - convertibles, luxury, premium, and elite. TSB reserves the right to waive restrictions when deemed appropriate.

1. The contractor shall note on the invoice that a vehicle of same or greater quality was substituted at same or lower cost.

The contractor will make all reasonable efforts to expedite the pickup and return of third party short-term rental vehicles.

1. At airport locations with counters, the contractor's personnel will be available during terminal hours of operation to meet all incoming flights;
2. For locations without airport counters, a courtesy phone or clearly identifiable sign indicating the telephone number to call for contractor's shuttle is required;
3. The shuttle van service pickup is to be accomplished within 15 minutes of the driver's notification to the contractor; and
4. Third party short-term rental vehicle pickup should routinely be accomplished within a total of 150 minutes from initial contact with the contractor.

The contractor may request the driver to sign the contractor's invoice to document the delivery of the third party short-term rental vehicle, and to provide the time and place of return of the third party short-term rental vehicle.

1. Area maps will be provided free of charge upon request;
2. The third party short-term rental vehicle will be furnished with an initial full tank of fuel;
3. The contractor personnel will also provide the driver with vehicle return instructions;
4. Upon return of the third party short-term rental vehicle to off-airport locations, the contractor personnel ~~shall~~ **should** transport the driver to the airport terminal within 30 minutes of turn-in **as weather permits**; and
2. The contractor ~~shall~~ **should** provide the driver a completed copy of the third party short-term rental vehicle form.

L. VEHICLE REQUIREMENTS

Contractor will only supply third party short-term rental vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

The contractor shall secure, maintain, and pay for any federal, state, and local licenses required to provide the third party short-term rental vehicle services referenced in this contract.

The third party short-term rental vehicles must be current model year, or within 3 years of the current model year and have fewer than 36,000 miles.

1. The contractor shall certify that the odometer and original miles are the same and are accurate;
2. The third party short-term rental vehicle's minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, air bags (if available from manufacturer) and all season radial tires;
3. The contractor shall equip and maintain all third party short-term rental vehicles to meet all federal, state, and local vehicle safety standards, codes, and ordinances;
4. At time of third party short-term rental vehicle pickup, the contractor shall deliver to the driver(s) a third party short-term rental vehicle with a full tank of fuel, proper fluid levels, coolant protected to -20 degrees, and in clean condition (inside and out); and
5. All third party short-term rental vehicles should be in a like-new condition with no body damage or mechanical problems. Any vehicle body damage should be clearly identified and recorded at time of rental.

All third party short-term rental vehicles under this contract shall be non-smoking, whereas previous renters did not smoke tobacco products inside the vehicle.

Bidder must list third party short-term rental vehicle types and availability at each branch location, including but not limited to -

1. Subcompacts – those vehicles having a minimum wheel-base of 102" and a maximum wheel-base of 106";
2. Compacts – those vehicles having a minimum wheel-base of 107" and a maximum wheel-base of 112.5";
3. Intermediate - those vehicles having a minimum wheel-base of 110" and a maximum wheel-base of 120";
4. Minivans, Cargo;
5. Minivans, - Passenger – seats seven (7) adults;
6. 12-Passenger Vans;

7. Light-duty Pick-ups, Half Ton Capacity, 2-wheel drive and 4-wheel drive; and
8. List any specialty vehicles.

Contractor will immediately replace a third party short-term rental vehicle at no extra charge when said vehicle becomes substantially impaired or unsafe to operate in the driver's judgment, while in possession of the driver.

1. Contractor will deliver the replacement third party short-term rental vehicle to a location determined by the driver; and
2. Contractor will be responsible for all repairs and towing of the third party short-term rental vehicle.

Contractor's models that are equipped with a blend of cellular and global positioning system (GPS) technologies are provided with the third party short-term rental vehicle at no additional charge. TSB acknowledges:

1. The third party short-term rental vehicle may be equipped with a GPS system, which provides emergency and other services such as roadside assistance, emergency services, airbag deployment contact, remote door unlock, stolen vehicle recovery, and remote diagnostics;
2. TSB expressly authorizes the use of indirect GPS services;
3. GPS systems require the third party short-term rental vehicle's electrical system and equipment, cellular service, and satellite technologies to be available and operating for the GPS system to function properly;
4. Not all GPS services are available on all third party short-term rental vehicles;
5. GPS services act as a link to existing emergency and other service providers;
6. Services are limited by, and the contractor is not liable for, conditions or services outside the control of GPS services or the contractor;
7. Any information (e.g. navigational route support) provided through the GPS service is on an "as is" basis;
8. The contractor is not liable to TSB or the driver(s) in connection with the use of such information; and
9. GPS service may provide law enforcement to locate the third party short-term rental vehicle, if the driver(s) fails to return the third party short-term rental vehicle when and where required under this agreement.

The contractor shall not rent a stand-alone/add-on Global Positioning System (e.g. Garmin, Tom-Tom, etc.) to the driver(s) without TSB's express advance consent.

The contractor can repossess the third party short-term rental vehicle if it is reported to be illegally parked, being used to violate the law or the terms of this contract, or it is reported by local law enforcement to be abandoned.

1. The contractor can also repossess the third party short-term rental vehicle anytime it discovers that a misrepresentation was made to obtain the third party short-term rental vehicle;
 - a. The contractor shall first notify TSB to attempt to solve any issues in advance of any contractor action to repossess the third party short-term rental vehicle.

Q. EXCEPTIONAL EVENT REQUIREMENTS

The contractor ~~shall~~ **should** provide additional third party short-term rental vehicles for the State of Nebraska's use in the event of an exceptional event upon TSB's request; The contractor shall provide and include an action plan for exceptional events with the proposal.