

VENDOR

DATE PRINTED

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

TERMS OF SALE

## Request for Quotation

CRENTAL 08

PAGE 1

FREIGHT TERMS

.....ADDRESS:CORRESPONDENCE TO ATTENTION OF:

JO ANN ADKINS 304-558-8802

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ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

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### GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part. or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

#### SIGNED BID TO:

Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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RFQ NUMBER CRENTAL 08

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JO ANN ADKINS 304-558-8802

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Purchasing Division
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#### **CRENTAL08**

#### **SPECIFICATIONS**

The State of West Virginia Travel Management Section is seeking to establish a pricing agreement with a car rental supplier for rental car services within the United States. Presently, a credit card is used for the purpose of paying for all travel expenditures. The state will continue to use a travel agency and credit card.

The rates will be for daily, weekly, and monthly day rental of passenger vehicles by employees and designees of the State of West Virginia and its political subdivisions traveling on official State of West Virginia business.

The State agencies and political subdivisions spent approximately \$540,000 for car rental in 2007. This information is for informational purposes only and is not to be construed as a guarantee of any future contract usage.

Evaluation will be the lowest cost, most complete bid based on the attached CRENTAL08 Evaluation Page.

#### **VEHICLE SPECIFICATIONS**

The State makes use of passenger vehicles classified as: Compact,
Intermediate, Full Size 2 dr, Full Size 4 dr., SUV, Pickup Trucks and Vans.

Vendor must furnish freshly cleaned vehicles maintained in safe, satisfactory operating condition, no more than three years old (from time of purchase).

Vehicles must have a full tank of gasoline at the time of pick-up.

#### SERVICE SPECIFICATIONS

The vendor must provide services either on-site or near an airport at major airports in the U.S. and must be an established national car rental firm with all required licenses, bonding, facilities, equipment, vehicles and trained personnel necessary to perform the specified services. The vendor shall have a network of corporate-owned or corporate-franchised car rental locations operating under one corporate name or one national name abiding by the terms of the resulting price agreement. The vendor shall inform his/her network of the terms of said price agreement.

At airport locations, vendor must have personnel on hand to meet all incoming flights during hours of airport operation. Off-airport locations must provide periodic shuttle bus service or timely pick-up such that the renter does not wait longer than 20 minutes.

Pickup time should not exceed 15 minutes from the time of call from an airport location. Any vehicle to be rented will be ready for dispatch and rental agreement essentially complete and ready to sign when renter arrives at the location. The vendor shall make every attempt to minimize the renter's time and confusion in the pickup and

return of vehicles. For each rental, a rental agreement shall be signed by the renter solely to (1) give evidence of the delivery of the vehicle, (2) provide the time and place of the return of the vehicle and, (3) show the applicable rates and to register the credit card charge. Upon return, a completed copy of the agreement form or a hand-held computer output referencing all charges billed is to be provided to the renter.

The Vendor must provide the Travel Management Office information reports normally supplied to a corporate client with ad hoc reports upon request with reasonable notice.

The Vendor must make one-way rental available at no additional drop-off charge among the following cities: Charleston, WV; Huntington, WV; Morgantown, WV; and Pittsburgh, PA.

A secondary driver who is also a State employee may be added to the rental agreement at no additional cost, and is subject to all terms and conditions as if he were renting the vehicle himself.

Accommodate renter over 21 years of age with no additional charge.

Vendor shall provide emergency roadside assistance, 24 hours per day, 365 days per year, for any location within the United States. A toll free assistance line will be provided with each rental agreement and each renter will be notified of the number.

#### **INSURANCE SPECIFICATIONS**

The successful vendor must provide proof of the following insurance coverage: General, personal injury, professional, automobile liability (including bodily injury, personal injury and property damage) with the following minimum coverage:

- 1) Occurrence basis policy, combined single limit of \$5,000,000 or greater.
- 2) Annual aggregate limit policy of not less than \$10,000,000 or greater.

#### **RATE SPECIFICATIONS**

Vendor must charge only car rental rates as quoted for cities identified on the price schedule. The vendor will charge the renter only the basic rate bid in this request for quotation. The vendor shall provide a pricing schedule and means of allowing the State Travel Manager to audit the charges. No charges will be allowed for (1) reservations, (2) shuttle service baggage handling, (3) supplemental insurance or (4) prepaid fuel charges.

The vendor must guarantee franchises/local outlets will comply with the terms of the State of West Virginia car rental price agreement.

**Daily rates**: Vendor must calculate the daily rate as a 24 hour period beginning at the date and time of the vehicle rental.

**Weekly rates:** Vendor must calculate weekly rates as five times (or less) the daily rate at each location. Vendor is to provide calculation for weekly rate.

**Monthly rates:** Vendor must calculate the monthly rate at 20 times (or less) the daily rate for West Virginia locations only. Vendor is to provide calculations for monthly rate.

Vendor must accept such form of payment as tendered by the employee whether it be personal credit card, State Travel Card and State P-Card.

A grace period of not less than 59 minutes shall be employed with additional hours calculated at not more than 1/3 of the daily rate, never to exceed the cost of one rental day.

Vendor must be able to provide one central billing account for the travel management office.

Where sales taxes apply, the renter will pay any state and local taxes levied on the rental, unless using State P-Card.

Exclusion of Collision Damage Waiver: State renters shall not be charged nor pay any fee for loss or collision damage waiver when using State P-Card.

Vendor must provide your "One Way Rental Policy" preferable with the bid when using the State P-Card or the State Travel Card.

#### **BIDDER REQUIREMENTS**

Vendor is to provide the following bid information and assurances with the bid quotation. Failure to provide this information may result in bid disqualification:

- 1) A description of the reservation system features and capabilities and other reports available to the Travel Management Office.
- 2) Vendor must guarantee that the individual franchises/local outlets will comply with the terms of the State of West Virginia car rental agreement.
- 3) Vendor must describe the action to be taken if a reserved vehicle is unavailable at the schedule time of pick-up.
- 4) Vendor must provide the cost and terms and conditions of collision and damage waiver for renters who may not have a Travel Card or are using personal credit card.
- 5) Vendor must list additional charges for age-restricted drivers.
- 6) Vendor must provide the formula or method of determining overtime charges.
- 7) A signed WV-96 (included with this RFQ).
- 8) Vendor is to provide a car rental agreement that is applicable to the car rental services being provided.
- 9) Vendor is to provide the maximum daily weekday rental charges for the following vehicle classifications for State Government employees:

## **EVALUATION PAGE** CRENTAL08

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Charleston, WV   43   Company   Co	A - I PRICING IS "PER DAY"	ER D	AY"							7	VENDOR:							
43         2         B         C         D         E         F         G         H         C         H         F         H         C         H         F         H         C         H         F         H         F         H         F         H         F         H         F         H         F         H         F         H         F         H         F         H         F         H         F         F         H         F	Panial Vehicle and indical and indicate	Estimas	edujos	16 Aleniis 2	eges entrein	yeu,	OSIS DIEDINE	96es 15 11n	Eslimate Car	ebesh ps	10 Stemiles	1/0.	egesu belenile	1 "% 20	egesu perent	10n,	evinim sevinim	lejo <sub>T</sub>
43         234         589         737         265         136         64         105			A			200 A				ш		2000	O	15年18年 1840年	Ŧ	對機能	1	Total A-I
4         29         219         151         21         77         106         5         6         5         6         7         106         5         7         10         1         <	Charleston, WV	43		234	58	<b>О</b>	737		265	-	36	64		105		424		
8         78         97         61         20         5         0         1 <td>Morgantown, WV</td> <td>4</td> <td></td> <td>29</td> <td>21</td> <td><u>ග</u></td> <td>151</td> <td></td> <td>21</td> <td>17</td> <td>- 22</td> <td>10€</td> <td>3</td> <td>5</td> <td></td> <td>109</td> <td></td> <td></td>	Morgantown, WV	4		29	21	<u>ග</u>	151		21	17	- 22	10€	3	5		109		
Airpt         1         10         198         22         18         6         0         4	Pittsburgh, PA	8		78	9.		61		20		5	0		_		4		
Airpt         1         35         48         16         12         4         4         1         4         1         4         1         4         1         4         4         4         1	Portland, OR	_		10	19	8	22		18		9	0		4		0		
Airpt         1         5         13         1         2         0         8         8         8           1         68         29         7         1         4         17         0         0         0         0           1         1         6         28         22         4         13         6         7         1         1           1         1         13         1         1         1         0         <	Huntington, WV	3		20	4	~	83		16		12	4		_		18		
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1         11         9         6         14         16         2         0	Tampa, FL			23	2,	3	12		1			0		0		12		
1 4 9 6 2 1 0	Miami, FL	1		11	6		9		14		16	2		0		0		
	Philadelphia, PA	~		4	6		<b>ω</b>		2			2		0		0		

NOTE: Listed quantities are not a guarantee of volumes, but are for evaluation purposes only.

TOTAL COST

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# CRENTAL08 PRICING PAGE

	MODELS	RATE PER DAY	RATE PER WEEK	RATE PER MONTH	ONE WAY RENTAL RATE	√ IF UNLIMITED MILEAGE	AVAILABLE AT ALL DOMESTIC LOCATIONS (if not list below)	√ IF RATES AVAILABLE AT ALL AIRPORT LOCATIONS
COMPACT						Andrew (Const.) The constraint of the constraint		
INTERMEDIATE								
FULLSIZE								
SUV								
LARGE SUV								
PICK-UP TRUCK								
MINI VAN								
15 PASSENGER VAN								
	VENDOR							
	NAME:						PHONE:	
	CONTACT PERSON:						FAX:	
		(Please print)						
	AUTHORIZED REPRESENTATIVE:						EMAIL.	
	AUTHORIZED		(Signature)	ture)		I		(Date)
	REPRESENTATIVE:	(P	(Print)					

RFO	NIa			
REU	INO.			

## STATE OF WEST VIRGINIA Purchasing Division

#### PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

#### **DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit **www.state.wv.us/admin/purchase/privacy** for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name:		
Authorized Signature:	Date:	

Purchasing Affidavit (Revised 06/15/07)