

## STATE OF OREGON



### COVER PAGE

The State of Oregon Acting by and through its Department of Administrative Services, Procurement Services, on behalf of the member States of the NASPO ValuePoint Cooperative Purchasing Program

## NATIONWIDE CAR RENTAL SERVICES

Request for Proposal (RFP)

**DASPS-2262-18**

Date of Issue: October 22, 2018

Closing Date and Time: December 6, 2018

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## SECTION 1: SECTION 1 GENERAL INFORMATION

### 1.1 INTRODUCTION

The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services, (“DAS”), is conducting this permissive cooperative procurement on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program (“Valuepoint”) and other Participating Entities and is issuing this Request for Proposals (“RFP”) to establish a Master Agreement to provide Nationwide Car Rental Services.

Additional details on the Scope of the services or both are included in the Scope of Work section.

DAS anticipates the award of one or more Master Agreement(s) from this RFP. The initial term of the Master Agreement is anticipated to be 2 years with options to renew up to a maximum of 6 years.

### 1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
Pre-Proposal Conference	October 29, 2018	10:00 AM
Questions / Requests for Clarification Due	November 5 , 2018	10:30 AM
Answers to Questions / Requests for Clarification Issued (approx.)	November 16, 2018	
RFP Protest Period Ends	7 calendar days prior to RFP Closing	
Closing (Proposal Due)	See RFP cover page	
Opening of Proposal	December 6, 2018	2:45 PM
Issuance of Notice of Intent to Award (approx.)	February 15, 2018	
Award Protest Period Ends	7 calendar days after Notice of Intent to Award	

### 1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

## SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

### 2.1 AUTHORITY AND METHOD

DAS is issuing this RFP pursuant to its authority under ORS 279A.215 and OAR 125-246-0140, and OAR 125-246-0170(3)(I).

DAS is using the Competitive Sealed Proposals method, pursuant to ORS 279B.060 and OAR 125-247-0260. DAS may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

### 2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in OAR 125-246-0110 or as defined below.

**“Authorized User Data”** means all data created by or in any way originating with Authorized User, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with Authorized User, whether such data or output is stored on Authorized User’s hardware, Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by Authorized User or by Contractor.

**“Authorized User”** includes Valuepoint, employees of Participating Entities and Authorized Travelers.

**“Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW)”** insurance coverage waives the right to make the Traveler/Participating Entity pay for damages to the rental vehicle.

**“Embedded Software”** means one or more software applications which permanently reside on a computing device.

**“Intellectual Property”** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**“Lead State”** means the state conducting this cooperative procurement, evaluation, and award.

**“Master Agreement”** means the underlying agreement executed by and between the Lead State, acting on behalf of ValuePoint, and the Contractor, as now or hereafter amended.

**“NASPO ValuePoint”** means the NASPO Cooperative Purchasing Organization LLC, doing business as ValuePoint (see section 2.3.1). ValuePoint is the entity managing the ValuePoint Cooperative Purchasing Program on behalf of the member states.

**“Participating Addendum”** means a bilateral agreement executed by the Contractor and a Participating Entity incorporating the Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, or other terms and conditions.

**“Participating Entity”** means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states, authorized by a state to enter into a Participating Addendum and who establishes a Contract under the Master Agreement for the issuance of certain Requests for Services and becomes financially committed to the purchase the Products or the Services. The conditions for participation are set forth in Attachment A, Exhibit D, section 5.

**“Personal Accident Insurance or (PAI)”** covers medical, ambulance, and death benefits to the driver and passengers in the Rental Vehicle.

**“Product”** means any software (including embedded software), documentation, or deliverable supplied or created by Contractor for use by Authorized User pursuant to the Master Agreement.

**“Political Subdivision”** means a county, city, school district, educational entity, law enforcement authority, special district, or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to law.

**“Request for Services”** means any Authorized User initiated transaction(s), whether in person, in writing, by phone or other electronic means used by a Purchasing Entity to order the Products or Services.

**“State Chief Procurement Official”** means the primary individual designated and authorized by law or administrative rule to administer the authority of the state government for procurement of services.

**“Services”** means the rental car services to be provided by Contractor pursuant to a Request for Services as described in Attachment A, Exhibit A.

**“Supplemental Liability Insurance (SLI)” or Liability Protection (LP)”** Provides the Traveler and authorized drivers with insurance for a third party liability claims (bodily injuries and property).

**“Traveler”** means the person authorized (for official business) to acquire Services under this Master Agreement.

**“User Information”** means all information directly or indirectly obtained from Travelers accessing the Services where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor’s supervision or control.

## 2.3 OVERVIEW AND PURPOSE

### 2.3.1 ValuePoint Overview and Background

ValuePoint is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices

in each of the 50 states, the District of Columbia and the territories of the United States. ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e. colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information about ValuePoint review the following websites [https://www.youtube.com/watch?v=8Vo\\_WX9q4F4](https://www.youtube.com/watch?v=8Vo_WX9q4F4), [www.naspo.valuepoint.org](http://www.naspo.valuepoint.org), and [www.naspo.org](http://www.naspo.org).

The ValuePoint travel sourcing team which consists of travel managers and procurement officials from six states, led by the State of Oregon. In 2017 the State of Oregon on behalf of the ValuePoint and other purchasing entities executed a travel management services master price agreement #7540 for a travel booking tool and fulfillment services to assist with managing travel bookings for lodging, rental car, and airline services. ValuePoint has two competitive discount rental car master price agreements (#9949 and #9950). The current nationwide car rental services providers master agreement term expires on October 18, 2019.

### 2.3.2 Participating States

The State of Oregon is serving as the Lead State for this procurement and is conducting a permissive cooperative solicitation for the Participating States and other participants as defined in the Master Agreement attached hereto as Attachment A.

Other entities may elect to participate in the Master Agreement resulting from this solicitation. Use of cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by Participating Entity's state statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Other entities electing to enter into an agreement with the selected Contractor for nationwide car rental Services may negotiate their own state specific terms and conditions through use of a Participating Addendum upon approval by the applicable State Procurement Official as set out in the Master Agreement, Attachment A. A sample Participating Addendum is attached to this RFP as Attachment A, Exhibit A.

In addition to Oregon, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Hawaii, Illinois, Louisiana, Maine, Maryland, Massachusetts, Missouri, Montana, Nevada, North Carolina, New York, North Dakota, Ohio, Oregon, Oklahoma, Rhode Island, South Dakota, Utah, Vermont, Washington, and Wisconsin. Other entities may become Participating Entities after award of the Master Agreement. ValuePoint and all other Participants do not guarantee to purchase any amount under the Master Agreement to be awarded. Estimated quantities, if any, are for informational purposes only and are not to be construed as a guarantee to purchase any amount. State-specific terms and conditions that will govern each state's Participating Addendum are included in Attachment G (State of Oregon); Attachment H (all other states terms and Conditions) or may be incorporated into the Participating Addendum after award. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating State shall negotiate these terms and conditions directly with the Contractor.

### 2.3.3 Project Overview and Purpose

DAS on behalf of the member states of ValuePoint program is looking for Proposers who offer nationwide and international car rental services, including but not limited to online booking through a Travel Management Contractor, internet based booking, and agent assisted services, related fulfillment services.

The purpose of the RFP is to solicit proposals from nationwide car rental services providers with the ability to provide domestic (North America) and international car rental services for public employees and other authorized users on official business within state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e. colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. Oregon is the Lead State for this RFP.

### 2.4 SCOPE OF SERVICES

The Scope of Services includes but is not limited to: Full reservation services for domestic (North America) and international car rental services, including but not limited to passenger cars, small and large pickup trucks half ton, sport utility vehicles, 7 passenger mini vans, premium class vehicles and 12 passenger vans. Reservations can be made via an online booking tool from Corporate Travel Management, on the car rental site, and full service agent services.

The Scope of Services is further described in Attachment A, Exhibit B.

## SECTION 3: PROCUREMENT REQUIREMENTS

### 3.1 MINIMUM QUALIFICATIONS

To be considered for evaluation, the Proposal must demonstrate how Proposer meets all requirements of this section:

- 3.1.1 Certification requirements:** Have all required licenses, bonding, facilities, equipment, vehicles, and trained personnel to perform these services.
- 3.1.2 Payment Acceptance:** Must accept all major credit cards including central billing accounts (ghost accounts and travel cards) and nationwide direct billing capabilities. No Pre-charging of a credit card for reservations.
- 3.1.3 Other Requirements:**
  - Carry full collision damage waiver, personal accident insurance, liability insurance in the amount at least \$1million on all rental vehicles at no additional charge to Participating Entities.
  - Have a minimum of \$500 million of gross sales nationally on annual basis for 5 years. This is demonstrated by a 1 page document that includes gross sales listed yearly signed by the chief financial officers of the Proposers entity.
  - All Proposer franchises shall operate under 1 corporate name. Proposer

must ensure 100% contract adherence at all locations. Proposer must have the capacity to bind all Proposer owned and Proposer franchised locations to the terms and conditions of the Proposal, Master Services Agreement, and States Participating Addendums.

## **3.2 MINIMUM SUBMISSION REQUIREMENTS**

### **3.2.1 Proposal Submissions**

To be considered for evaluation, Proposal must contain each of the following elements (further detailed in Proposal Requirements section below):

- Technical Proposal
- Disclosure Exemption Affidavit (Attachment B) – submit 1 copy only
- Proposer Information and Certification Sheet (Attachment C)
- Cost Proposal Form (Attachment F)

### **3.2.2 Proposal Format and Quantity**

Proposal should follow the format and reference the sections listed in the Proposal Requirements section. Responses to each section and subsection should be labeled to indicate the item being addressed. Cost information must be submitted as a separate electronic file/sealed envelope.

Proposer shall submit both a hard copy on white 8 ½" x 11" Recycled Paper and an electronic copy on electronic media such as USB or CD. For the electronic copy, the total combined size of the Proposal and Coversheet should be compressed so it does not exceed 10 megabytes.

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's Signature. If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall submit a fully redacted version of its Proposal, clearly identified as the redacted version, along with the Disclosure Exemption Affidavit (Attachment B).

Proposer shall submit its Proposal in a sealed package addressed to the SPC with the Proposer's name and the RFP number clearly visible on the outside of the package.

Proposer's electronic copy of the Proposal on USB drive, DVD, or CD must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx).

### **3.2.3 Authorized Representative**

Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by DAS.

## **3.3 PROPOSAL REQUIREMENTS**

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Services to be performed. A Proposal that merely offers to provide the services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal. Proposal should be straightforward and address the requests of the RFP. Proposal containing excess marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

### 3.3.1 Proposer Information and Certification Sheet

Proposer shall complete and submit the Proposer Information and Certification Sheet (Attachment C).

Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet, including the requirement and certification relative to compliance with Oregon Tax Laws, may result in a finding of non-Responsibility.

### 3.3.2 Cost Proposal

Submit a detailed Cost Proposal (Attachment D) in a separate sealed envelope.

### 3.3.3 Management Plan

Briefly describe how Proposer would carry out the major activities of these services in context with the Scope of Services, Attachment A, Exhibit B. Provide a comprehensive management plan that the Proposer intends to follow. Illustrate how the plan will serve to coordinate and accomplish the Services including communication with branch offices.

### 3.3.4 Location

Describe Proposer's corporate governance including branch structure. Proposer must be an established national and international rental company with branch locations (locations owned and franchised) for vehicle pick up and return nationwide and internationally. Proposer must have a branch location at the top 50 (Top 50") commercial airline airports as shown in:

[https://www.rita.dot.gov/bts/sites/rita.dot.gov/bts/files/publications/national\\_transportation\\_statistics/html/table\\_01\\_44.html](https://www.rita.dot.gov/bts/sites/rita.dot.gov/bts/files/publications/national_transportation_statistics/html/table_01_44.html)

Branch locations 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, Proposer must have a shuttle bus that runs in a minimum of 15 minutes increments to and from the airport branch locations; include the hours of operation for each. Describe how Travelers get to the rental car location after hours and if a location is open until the last flight of the day has arrived at that airport.

Also, Proposer must provide a list of all branch locations including hours that will participate if awarded a Master Agreement; other than the airports listed above.

It is desired that Proposer have city and neighborhood location throughout cities in the United States. Proposer shall provide a list of city and neighborhood (non-airport) locations and hours of operation including franchise locations.

**Remote vehicle pick-up/drop-off:** Where available and subject to geographical limitations, Proposer must describe how it will provide either vehicle delivery or pick-up service at no cost to and from Traveler's office or home. Vehicle delivery is not a

requirement of this Master Agreement, but maybe provided by the contractor at its discretion.

### **3.3.5 Customer Service and Reservations**

#### **3.3.5.1 Customer Service**

Describe how Travelers contact Proposer's customer service 24 hours per day, including how to make a reservation and if an accident happens, how does the traveler know who to call and how an incident is handled?

Describe what is included in roadside as assistance for all nationwide Travelers, which is included in the rental cost. If nationwide assistance is not included, indicate which locations are included with what assistance is offered and if a cost is additional.

Describe the process for an expedited customer check-in when picking up and returning the rental car, including any additional or preferred programs that Travelers may take advantage of if allowed by the Participating state. If there's a cost associated, list that as well.

Describe how international reservations are handled when it comes to rates and insurance. Including how Canadian reservations are handled.

#### **3.3.5.2 Reservations**

Describe online booking capabilities including how the Proposer works with travel management contractors to comply with Participating Entities need to include the contracted rates on the Participating States online booking tool. These rates must also be available through the Global Distribution System (GDS).

Due to the nature of some government business, one -way rentals are used and drivers may be 18 or older and must be able to rent under the awarded contract. Describe how the Proposer will adhere to this need.

### **3.3.6 Sustainability**

Describe in 4 pages or less all sustainability aspects of the Proposer's efforts around sustainability, including the use of Hybrid vehicles, alternative fuels, tire disposal, rotation of car inventory and any others.

### **3.3.7 Implementation and Promotion**

#### **3.3.7.1 Implementation**

Describe how the Proposer would implement a new contract and new services with multiple states at one time including timelines.

#### **3.3.7.2 Promotion**

Briefly describe how the Proposer intends to promote the use of the contract if awarded.

Knowing that state chief procurement officials (CPO) must permit the use of the Master Agreement in their state, how would the Proposer integrate the CPO's permission in the plan for promoting the agreement?

Public entities are sensitive to “scope” issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of Proposer’s method of promoting agreements of this nature, how would Proposer clarify any questions or issues regarding scope of the agreements?

Through its Cooperative Development Coordinators and Education & Outreach team, ValuePoint assists Lead States by engaging contractors in strategies aimed at promoting master agreements. What opportunities and/or challenges does Proposer see in working with ValuePoint staff in this way?

Does the Proposer’s company participate in any other public procurement cooperatives? If yes, explain any restrictions or requirements that other cooperatives place on Proposer for participating with ValuePoint.

### **3.3.8 Reporting and Desired Features**

#### **3.3.8.1 General Reporting**

Describe and provide samples of reports Participating states can obtain from the Proposer around usage and savings, including, how are those reports accessed, what format and can there be customized reports available?

Two of the reports that must be provided on a monthly basis is a report showing claims and damages on vehicles caused by Participating Entities Travelers. Also, a monthly view of rental history.

#### **3.3.8.2 Desired Features**

Describe additional services that are included in the rental of a vehicle. Some of the features that the States are looking for are: unlimited mileage, Global Position System (GPS), no additional fees (mileage or drop fees) for one-way rentals up to 1,000 miles, and level 3 MasterCard/Visa processing.

Roundtrip rentals from the United States to Canada must be permitted with no change in insurance coverage or roadside assistance.

Describe the procedures for TollPass/PlatePass Convenience Fees and EZ Pass as many toll roads, bridges and tunnels have become cashless.

Describe the process for early drop-off for after-hours and weekend vehicle return when branch locations are closed such as key drop boxes at no additional charge.

Describe how Proposer is equipped to serve disabled travelers 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 reservation made 48 hours in advance. There must be no additional charge allowed for any special request outlined in this section.

At all non-airport locations, Proposer will provide a secure appropriate parking area for the personal vehicle of a minimum of one authorized user for each vehicle rented for the duration of the rental period at no additional charge. When renting from non-airport locations; in lieu of personal vehicle parking the contractor shall offer remote vehicle delivery/pick up as described above, at no cost.

### 3.3.9 3.3.9 State of Oregon Only Submittals

If Proposer intends to provide Services in the State of Oregon pursuant to a Participating Addendum, Proposer must submit the following:

- Redlined version of the Oregon Participating Addendum, noting any requested changes
- CERTIFIED FIRM PARTICIPATION (Attachment F)

Pursuant to Oregon Revised Statute (ORS) Chapter 200, DAS encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. DAS also encourages joint ventures or subcontracting with certified small business enterprises. For more information please visit <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

If the Master Agreement has potential subcontracting opportunities, the successful Proposer may be required to submit a completed Certified Disadvantaged Business Outreach Plan (Attachment F) prior to execution.

- Pay Equity Certification

If selected for award of a Participating Addendum and if the value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to DAS a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services.

ORS279B.110(2)(f) requires that Proposer provide this prior to execution of the Participating Addendum.

- Nondiscrimination in Employment Certification

As a condition of receiving the award of a Participating Addendum under this RFP and the Master Agreement, Proposer must certify, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

## SECTION 4: SOLICITATION PROCESS

### 4.1 PUBLIC NOTICE

The RFP and attachments are published in the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov>. RFP documents will not be mailed to prospective Proposers.

Modifications, if any, to this RFP will be made by written Addenda and published in ORPIN. Prospective Proposer is solely responsible for checking ORPIN to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference

#### **4.2 PREPROPOSAL CONFERENCE**

A pre-Proposal conference will be held at the date and time listed in the Schedule. Prospective Proposers' participation in this conference is highly encouraged but not mandatory.

The purpose of the pre-Proposal conference is to:

- Provide additional description of the project;
- Explain the RFP process; and
- Answer any questions Proposers may have related to the project or the process.

Statements made at the pre-Proposal conference are not binding upon DAS. Proposers may be asked to submit questions in Writing.

Interested parties may participate in the Preproposal Conference by:

Via teleconference October 29, 2018 at 10:00 AM PT

Phone: 1-800-375-2612 – Access number: 201-008-8429#

#### **4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS**

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email or hard copy
- Reference the RFP number
- Identify Proposer's name and contact information
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule

#### **4.4 SOLICITATION PROTESTS**

##### **4.4.1 Protests to RFP**

Prospective Proposer may submit a Written protest of anything contained in this RFP, including but not limited to, the RFP process, Specifications, Scope of Services, and the Sample Master Agreement. This is prospective Proposer's only opportunity to protest the provisions of the RFP, including the Sample Master Agreement, provided, however, that Proposer may protest Addenda as provided below.

##### **4.4.2 Protests to Addenda**

Prospective Proposer may submit a Written protest of anything contained in the respective

Addendum. Unless otherwise provided in the respective Addendum, protests to Addenda, if issued, must be submitted by 5 p.m. Pacific Time of the second Business Day or the date/time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

#### **4.4.3 All Protests must:**

- Be delivered to the SPC via email or hard copy
- Reference the RFP number
- Identify prospective Proposer's name and contact information
- Be sent by an authorized representative
- State the reason for the protest, including:
  - the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and
  - evidence or documentation that supports the grounds on which the protest is based
- State the proposed changes to the RFP provisions or other relief sought
- Protests to the RFP must be received by the due date and time identified in the Schedule
- Protests to Addenda must be received by the due date identified in the respective Addendum

#### **4.5 PROPOSAL DELIVERY OPTIONS**

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. DAS is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected.

##### **Delivery through Mail or Parcel Carrier**

A Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be sent to the attention of the SPC at the address listed on the Cover Page.

##### **Delivery in Person**

A Proposal may be hand delivered, and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during DAS's normal Monday – Friday business hours of 8:00 a.m. to 5 p.m. Pacific Time, except during State of Oregon holidays and other times when DAS is closed. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

#### **4.6 PROPOSAL MODIFICATION OR WITHDRAWAL**

If a Proposer wishes to make modifications to a submitted Proposal it must submit its

modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the RFP number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a Written notice signed by an authorized representative of its intent to withdraw to the SPC via email or hard copy prior to closing in accordance with OAR 125-247-0440. To be effective the notice must include the RFP number.

#### **4.7 PROPOSAL DUE**

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

#### **4.8 PUBLIC OPENING**

A public Opening will be held on the date and time listed in the Schedule and at the location stated on the Cover Page. Only the name of the Proposer will be read at the Opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued pursuant to OAR 125-247-0630.

#### **4.9 PROPOSAL REJECTION**

DAS may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer has any delinquent and liquidated debt owed to the state.
- Proposer makes any contact regarding this RFP with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on DAS's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

#### **4.10 EVALUATION PROCESS**

##### **4.10.1 Responsiveness and Responsibility determination**

###### **4.10.1.1 Responsiveness determination**

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and

Minimum Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, DAS may waive mistakes in accordance with OAR 125-247-0470.

**4.10.1.2 Responsibility determination**

DAS will determine if an apparent successful Proposer is Responsible prior to award and execution of the Master Services Agreement. Selected Proposer(s) shall submit a signed Responsibility Inquiry form (Attachment G) within 7 Business Days of receipt of Intent to Award notice.

At any time prior to award, DAS may reject a Proposer found to be not Responsible.

**4.10.2 Evaluation Criteria**

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change and DAS may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score from 0 to 10 for each evaluation item listed below in this section, based upon the scoring explanation in the following chart. The SPC will then determine the points to be awarded to that item by changing the evaluator’s assigned score to a percentage and applying that percentage to the total points available for award to that item (for example, an evaluator’s score of 4 means that the Proposer is awarded 40% of the total points available for award; a score of 9 means that the Proposer is awarded 90% of the total points available for award)

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

SCORE	EXPLANATION
10	OUTSTANDING - Response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. The Proposer provides insight into its expertise, knowledge, and understanding of the subject matter.
6 – 9	VERY GOOD – Response provides useful information, while showing experience and knowledge within the category. Response demonstrates above average knowledge and ability with no apparent deficiencies noted.
5	ADEQUATE – Response meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer.
1 – 4	FAIR – Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.
0	RESPONSE OF NO VALUE – An unacceptable response that does not meet the requirements set forth in the RFP. Proposer has not demonstrated knowledge of the subject matter.

#### **4.10.2.1 Management Plan**

- How well does the plan describe services and how they would be provided?
- How well does the plan provided meet the needs of the states?
- Does the description of branch office coordination meet the needs of the states?

#### **4.10.2.2 Location**

- How well do the airport locations meet the State's needs?
- How well do the location of the off-site airport consolidated facilities meet the needs of the state?
- Does the access to the offsite locations meet the State's need including access to cars after hours?

#### **4.10.2.3 Customer Service and Reservations**

- How well does the Proposer describe the reservation process, if the Traveler calls to make a reservation?
- How well does the Proposer describe the process and how a Traveler will be assisted if an accident happens or the need roadside assistance 24 hours a day?
- How well does the roadside assistance offered by the Prosper meet the State's needs?
- How well does the Proposer's expedited check-in process when picking up and returning the vehicle meet the State's needs?

#### **4.10.2.4 Sustainability**

- How well do the Proposer's sustainability efforts meet the need of the State's?
- How well does the Proposer describe the alternative fuels, tire disposal and rotation of cars used for rentals when no longer needed?

#### **4.10.2.5 Implementation and Promotion**

- How well does the timeline and implementation strategy described by the Proposer meet the needs of the States?
- How well does Proposers plan to promote the contract meet the needs of the States?
- How well does the Proposer plan to work with the CPO's to integrate promotion of the Participating Addendum if awarded?
- How does the Proposer's description of Scope issues within Participating Addendums if awarded, meet the needs of the States?

#### **4.10.2.6 Reporting and Desired Features**

- How well does the Proposer's describe access to reporting and does it meet the needs of the States?

- How well does access to customized reports meet the needs of the States?
- The desired features offered by the Proposer, do the States find value in them and would they be used?
- How well does the Proposer describe any additional fees and how they could be charged to a Traveler if awarded a contract?

**4.10.3 COST EVALUATION**

The SPC will conduct the price evaluation. The SPC will award a price score to each Price Proposal based upon the percentage of the proposed price as compared to the lowest Proposer’s price using the following formula:

$$\frac{\text{lowest price of all Proposers}}{\text{Price being scored}} \times \text{price points possible} = \text{price score}$$

**4.10.4 PREFERENCES**

**4.10.4.1 Tiebreakers**

Oregon Supplies: If DAS receives Proposals identical in price, fitness, availability and quality and chooses to award a Master Service Agreement, DAS shall award the Master Service Agreement in accordance with the procedures outlined in OAR 125-246-0300.

**4.11 POINT AND SCORE CALCULATIONS**

Scores are the points assigned by each evaluator.

The maximum points possible for each evaluation item are listed in the table below.

The SPC will average all scores for each evaluation criterion.

Cost points are calculated as stated in the Cost Evaluation section.

<b>TOTAL POINTS POSSIBLE :</b>		<b>300</b>
<b>POINTS POSSIBLE</b>		
4.10.2.1	Management Plan	40
4.10.2.2	Location	40
4.10.2.3	Customer Service and Reservations	50
4.10.2.4	Sustainability	20
4.10.2.5	Implementation and Promotion	45
4.10.2.6	Reporting and Desired Features	30
<hr/>		
<hr/>		
4.10.3	<b>COST POINTS POSSIBLE</b>	<b>75</b>

#### **4.12 RANKING OF PROPOSERS**

The SPC will average the scores for each Proposal in a given round of competition (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members).

DAS will rank all Proposers at the conclusion of the evaluation and scoring and may, in DAS's sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, DAS will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

The SPC will combine the average score for each Proposal with Proposer's cost score. After any applicable preference has been applied, SPC will describe the rank order for each Proposer, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

#### **4.13 NEXT STEP DETERMINATION**

At the conclusion of a round of competition, DAS may choose to conduct additional round(s) of competition if in the best interest of the State. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations
- Best and Final Offers

##### **4.13.1 Competitive Range Determination**

If DAS, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include all, or at DAS's sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. DAS will post a notice in ORPIN of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

##### **4.13.2 Competitive Range Protest**

Proposers excluded from a round may submit a Written protest of Competitive Range. Protests must:

- Be emailed to the SPC;
- Reference the RFP number;
- Identify Proposer's name and contact information;
- Be sent by an authorized representative
- State the reason for the protest;

- Be received within 7 calendar days after issuance of the Notice of the Competitive Range unless a different due date and time is specified in such notice.

DAS will address all protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by DAS.

#### **4.14 SCORING AND RANKING OF PROPOSERS FOR SUBSEQUENT ROUNDS**

If DAS conducts two or more rounds of competition, they will be scored independently. Once the ranking from a previous round is complete and a Competitive Range has been determined, Proposers participating in a subsequent round will compete on an equal basis – scores from the previous round will be set aside and will not carry over. The Proposer with the highest score from the final round will receive the highest final ranking.

## **SECTION 5: AWARD AND NEGOTIATION**

### **5.1 AWARD NOTIFICATION PROCESS**

#### **5.1.1 Award Consideration**

DAS, if it awards a Master Agreement, shall award a Master Agreement to the highest ranking Responsible Proposer(s) based upon the scoring methodology and process described in Section 4. DAS may award less than the full Scope defined in this RFP. DAS, in its sole discretion, may make additional award(s) for up to 9 months following the close of this solicitation. DAS may select the next ranked Responsive and Responsible Proposer, issue an Intent to Award notice and begin a new award protest period. If agreement with that Proposer is not reached, DAS may offer award to the next ranked Proposer and so on until agreement is reached or until DAS terminates the process. DAS may require reconfirmation of the qualifications and staffing of any Proposer.

#### **5.1.2 Intent to Award Notice**

DAS will notify all Proposers in Writing that DAS intends to award a Master Agreement to the selected Proposer(s) subject to successful negotiation of any negotiable provisions.

### **5.2 INTENT TO AWARD PROTEST**

#### **5.2.1 Protest Submission**

An Affected Offeror shall have 7 calendar days from the date of the intent to award notice to file a Written protest.

A Proposer is an Affected Offeror only if the Proposer would be eligible for Master Agreement award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive.
- DAS has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
- DAS abused its discretion in rejecting the protestor's Proposal as non-Responsive.

- DAS's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If DAS receives only one Proposal, DAS may dispense with the evaluation process and intent to award protest period and proceed with Master Agreement Negotiations and award.

#### **5.2.1.1 Protests must:**

- Be delivered to the SPC via email or hard copy
- Reference the RFP number
- Identify prospective Proposer's name and contact information
- Be signed by an authorized representative
- Specify the grounds for the protest
- Be received within 7 calendar days of the intent to award notice

#### **5.2.2 Response to Protest**

DAS will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by DAS.

### **5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS**

Proposers who are selected for a Master Agreement award under this RFP will be required to submit additional information and comply with the following:

#### **5.3.1 Insurance**

Prior to award, Proposers shall secure and demonstrate to DAS proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Section 21 of Attachment A. Participating State's may have additional insurance(s) requirements or insurance amounts that must be held.

#### **5.3.2 Taxpayer Identification Number**

The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by DAS or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

#### **5.3.3 Business Registry**

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Master Service Agreement. Information about these requirements may be found at <http://sos.oregon.gov/business/pages/register.aspx>.

#### **5.3.4 Responsibility Inquiry**

Prior to award, the apparent successful Proposer shall be required to complete and submit

Attachment G — Responsibility Inquiry.

## 5.4 NEGOTIATIONS

### 5.4.1 Negotiation

After selection of a successful Proposer, DAS may enter into Master Agreement negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Master Agreement (Attachment A), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Master Agreement and note exceptions to the negotiable items on a redline copy submitted with its Proposal. Unless Proposer notes exceptions in its Proposal, the State intends to enter into a Master Agreement with the successful Proposer substantially in the form set forth in Sample Master Agreement (Attachment A).

It may be possible to negotiate some provisions of the final Master Agreement; however, many provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State. Therefore, DAS will consider the scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

DAS is willing to negotiate ONLY the Description of the Services and Rates and the following terms and conditions of the Master Agreement:

- Indemnification
- Insurance
- Terms of any license agreement, end user license, subscription agreement or maintenance and support agreement.

In the event that the parties have not reached mutually agreeable terms within 10 calendar days, DAS, at its discretion, may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

### 5.4.2 Contractor Selection Methodology

In the event multiple Master Service Agreements are awarded, Authorized Users will use the following methodology to determine from which contractor to purchase.

- DAS Agencies will have the option to contract with all Awarded Contractors;
- Other states shall use their own method for determining who they shall contract with, which will be in each states Participating Addendum.

## SECTION 6: ADDITIONAL INFORMATION

### 6.1 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial

action relating to this RFP, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or consent to the jurisdiction of any court.

## **6.2 OWNERSHIP/PERMISSION TO USE MATERIALS**

All Proposals are public record and are subject to public inspection after DAS issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of DAS. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

## **6.3 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.**

Pursuant to ORS 279B.100, DAS may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the State or DAS, as determined by DAS. Neither the State nor DAS is liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

## **6.4 COST OF SUBMITTING A PROPOSAL**

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.